

OVERADVANCE ACCOUNT ESCROW AGREEMENT

OVERADVANCE ACCOUNT ESCROW AGREEMENT, dated as of September 12, 2011, made by and among COLFAX UK HOLDINGS LTD, a company organized under the laws of England and Wales (the “Assignor”), DEUTSCHE BANK TRUST COMPANY AMERICAS, in its individual capacity, as account custodian (in such capacity, the “Account Custodian”), and DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (together with any successor collateral agent, the “Collateral Agent”) for the benefit of the Secured Parties (as defined below). Except as otherwise defined herein, capitalized terms used herein and defined in the Credit Agreement referred to below shall be used herein as so defined.

W I T N E S S E T H:

WHEREAS, the Assignor, Colfax Corporation, a corporation organized under the laws of Delaware (“Parent” or “US Borrower”, and together with the Assignor, the “Borrowers”) Deutsche Bank AG New York Branch, as administrative agent (in such capacity, the “Administrative Agent”), Swing Line Lender and an L/C Issuer, each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and the other parties thereto have entered into a Credit Agreement, dated as of September 12, 2011 (as amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), providing for the making of Loans to, and the issuance of, and participation in, Letters of Credit for the account of, the Borrowers, all as contemplated therein;

WHEREAS, pursuant to the Credit Agreement, the Administrative Agent requires that the Deposited Loan Proceeds (as defined below) be deposited in the Account (as defined below) to be held therein to pay amounts in connection with a Certain Funds Purpose when and as same becomes due and payable in accordance with the terms of the Credit Agreement;

WHEREAS, it is a requirement under the Credit Agreement, that the Assignor shall have executed and delivered to the Collateral Agent this Agreement;

WHEREAS, the Assignor and the Collateral Agent desire to execute this Agreement in order to satisfy the conditions in the preceding paragraph; and

NOW, THEREFORE, in consideration of the benefits accruing to the Assignor, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby makes the following representations and warranties to the Account Custodian and the Collateral Agent, and the parties hereto hereby covenant and agree, as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01 Definitions: The following terms shall have the meanings herein specified:

“Account” shall have the meaning provided in Section 2.01 of this Agreement.

“Account Custodian” shall have the meaning provided in the recitals of this Agreement.

“Account Proceeds” shall mean any and all assets of whatever type or kind deposited in the Account, whether now owned or hereafter acquired, including all moneys, checks, drafts, instruments, securities or interests therein of any type or nature deposited in the Account and all investments and all certificates and other instruments from time to time representing or evidencing the same, and all interest, distributions, cash and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing and all Proceeds (as defined in Section 9-102(a)(64) of the UCC) of any or all of the foregoing.

“Administrative Agent” shall have the meaning provided in the recitals of this Agreement.

“Agreement” shall mean this Overadvance Account Escrow Agreement, as the same may be amended, restated, modified and/or supplemented from time to time in accordance with its terms.

“Assignor” shall have the meaning provided in the recitals of this Agreement.

“Business Day” shall mean any day other than a Saturday or Sunday or a day on which commercial bank institutions in New York City, New York are authorized or required by law, regulation or executive order to be closed.

“Collateral Agent” shall have the meaning provided in the recitals of this Agreement.

“Credit Agreement” shall have the meaning provided in the recitals of this Agreement.

“Deposited Loan Proceeds” shall mean the Overadvance Acquisition Funds, representing cash proceeds from a portion of the Term Loans incurred by the Borrowers on the Closing Date, and any other amounts deposited in the Account pursuant to Section 6.21 of the Credit Agreement.

“Indemnitee” shall have the meaning provided in Section 8.01(a) of this Agreement.

“Lenders” shall have the meaning provided in the recitals of this Agreement.

“Release Request” shall have the meaning provided in Section 5.02(a)(iii) hereof.

“Secured Obligations” shall mean all Obligations of the Assignor now or hereafter existing under the Loan Documents (excluding the Guaranty), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

“Secured Parties” shall have the meaning provided in the Credit Agreement but (i) including in such definition the Account Custodian and (ii) excluding from such definition the Hedge Banks and the Cash Management Banks.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

ARTICLE TWO

ESTABLISHMENT OF ACCOUNT, ETC.

Section 2.01 Establishment of Account: (a) On the date hereof, the Account Custodian has established in the name of the Collateral Agent and for the benefit of the Collateral Agent (on behalf of the Secured Parties) account numbered S71410.1 and titled “Magna Carta” (the “Account”), for purposes of this Agreement, which Account is maintained at the Account Custodian's office located at 60 Wall Street, New York, New York, 10005. The Account shall be maintained by the Account Custodian, and shall be under the sole dominion and control of the Collateral Agent. The Collateral Agent shall have the sole right to make and authorize withdrawals from the Account and to exercise all rights with respect to the Account Proceeds from time to time therein pursuant to, and in accordance with the terms of, this Agreement. Unless and until released to the Assignor in accordance with the requirements of Article V hereof, title to the Deposited Loan Proceeds and all other Account Proceeds will remain with the Collateral Agent for the benefit of the Secured Parties. All Account Proceeds delivered to or held by the Account Custodian on behalf of the Collateral Agent pursuant hereto shall be held in the Account in accordance with the provisions hereof.

(b) The Collateral Agent hereby appoints Deutsche Bank Trust Company Americas to act as its custodian with respect to any Account Proceeds at any time deposited, held or maintained in or credited to the Account and to take such actions as the Collateral Agent may direct. Deutsche Bank Trust Company Americas hereby accepts such appointment and agrees to act as Account Custodian upon the express terms and conditions contained herein.

(c) The Account Custodian shall hold all Account Proceeds in the Account pursuant to this Agreement and shall take all such actions with respect to the Account and all Account Proceeds as instructed in writing by the Collateral Agent in accordance with this Agreement. The Account Custodian hereby agrees to comply, strictly and promptly, with any and all instructions directing disposition of funds, entitlement orders (as defined in Section 8-102 of the UCC), directions and notifications communicated from time to time to the Account Custodian and originated by the Collateral Agent, directing the transfer or redemption of, or the exercise of any rights with respect to, the Account or any of the Account Proceeds, or otherwise relating to the Account or any of the Account Proceeds, without further consent by any other Person (including the Assignor), and not to comply with any instructions directing disposition of funds, entitlement orders (as defined in Section 8-102 of the UCC), directions or notifications originated by any Person (including the Assignor) other than the Collateral Agent or a court of competent jurisdiction and such court order is final and non-appealable. It is understood and agreed that the Account Custodian's duty to comply with instructions and orders originated from the Collateral Agent is absolute, and the Account Custodian shall be under no duty or obligation

nor shall have the authority to inquire or determine whether or not such instructions or orders have been made in accordance with this Agreement, nor seek confirmation thereof from the Assignor or any other Person.

Section 2.02 Deposits to the Account; Withdrawals from the Account: (a) Immediately upon the Borrowers incurring Term Loans pursuant to the Credit Agreement, the Deposited Loan Proceeds shall be directly deposited into the Account. Upon the deposit of the Deposited Loan Proceeds as provided above, such proceeds shall constitute property of the Collateral Agent (for the benefit of the Secured Parties) and shall not constitute property of the Assignor.

(b) Withdrawals from the Account shall be permitted only to the extent provided for in Articles IV and V hereof.

(c) Settlement of transactions and other activities with respect to the Account shall occur only on Business Days. Whenever any release or disbursement is to be made pursuant hereto on a day which is not a Business Day, such release or disbursement shall be made on the following Business Day, whether or not expressly provided therefor herein without additional interest on the amount to be paid.

(d) Notwithstanding anything to contrary in this agreement, the Account Custodian shall not have any duty to solicit the Account Proceeds.

Section 2.03 Investment of Funds Deposited in the Account: The funds held in the Account shall remain uninvested by the Account Custodian with no liability for interest therein. In no event shall the Account Custodian be deemed an investment manager or adviser in respect of any selection of investments hereunder.

ARTICLE THREE

[Reserved.]

ARTICLE FOUR

APPLICATION OF PROCEEDS AND REMEDIES

Section 4.01 Application of Account Proceeds Upon Major Default: If a Major Default shall occur and be continuing, then (A) the Collateral Agent may (at the direction of the Required Lenders) instruct the Account Custodian to (i) sell and/or liquidate any or all of the non-cash portion of the Account Proceeds at any exchange or broker's board or at any of the Account Custodian's offices or elsewhere, at such price or prices and upon such other terms as the Collateral Agent in its sole discretion may determine and/or (ii) transfer to the Collateral Agent any or all of the Account Proceeds from the Account, (B) the Account Custodian shall take any actions so requested by the Collateral Agent pursuant to preceding clause (A), and (C) the Collateral Agent shall, upon receipt of any such funds, apply the same to the Secured Obligations in accordance with the requirements of Section 4.03 hereof.

Section 4.02 [Reserved].

Section 4.03 Application of Proceeds: All monies collected by the Collateral Agent from the Account or upon any sale or other disposition of the Account Proceeds pursuant to the enforcement of this Agreement or the exercise of any of the remedial provisions hereof, shall, to the extent required to be applied by the Collateral Agent pursuant to Section 4.01 hereof, be applied in accordance with Section 8.03 of the Credit Agreement.

ARTICLE FIVE

RELEASE AND TERMINATION

Section 5.01 Release of Funds Deposited in Account: (a) Subject to the fulfillment of the conditions precedent referred to in Section 5.02(a) hereof or upon the expiration of the Certain Funds Period, the Collateral Agent shall authorize the Account Custodian to release from the Account, and to deliver to the Administrative Agent or the Assignor (or to any account designated by the Assignor in the Release Request) upon request, in each case, in accordance with Section 5.02(a) or 5.02(d) hereof, funds from the Account in accordance therewith and to the extent permitted herein and in the Credit Agreement. Nothing in this Agreement shall obligate the Account Custodian or the Collateral Agent to release any funds or Account Proceeds in excess of the amount held in the Account from time to time. Upon, but not before, delivery of any funds in the Account to the Administrative Agent or the Assignor, title to such funds shall pass from the Collateral Agent (for the benefit of the Secured Parties) to the Administrative Agent (for the benefit of the Secured Parties) or the Assignor, as the case may be. Such funds shall only be available to the Assignor in amounts set forth in the Release Request and as otherwise provided herein.

(b) From and after the occurrence and during the continuance of any Major Default, the Assignor shall not be entitled to receive any amounts then held or thereafter deposited in the Account, all of which shall be retained by and titled in the Collateral Agent (for the benefit of the Secured Parties). From and after the occurrence and during the continuance of any Major Default, any amounts then held or thereafter deposited in the Account, shall, on the request of the Required Lenders, be applied as required by Section 4.01 hereof.

Section 5.02 Conditions Precedent to Release, etc. (a) The provisions of this clause (a) are subject to clause (c) and (d) below. The Collateral Agent shall not be obligated to authorize the release of the relevant amount of funds to the Assignor from the Account under Section 5.01 hereof unless the following conditions shall have been satisfied and are true as of the proposed date of such release:

(i) the conditions precedent set forth in Section 4.04(a) and (b) of the Credit Agreement are satisfied (for such purposes treating such disbursement as a Certain Funds Credit Extension);

(ii) such amount is required on or within five (5) days of such proposed release by Parent or its Subsidiaries to finance a Certain Funds Purpose; and

(iii) the Assignor shall have delivered a written request executed by a Responsible Officer of the Assignor substantially in the form of Exhibit A hereto (the "Release Request") to the Collateral Agent's Office prior to 11:00 A.M. (New York time) two Business Days prior to

the proposed release, stating the amounts required to be released, the account to which such amounts shall be released and certifying and representing to the satisfaction of the conditions set forth in clauses (i) and (ii) above;

(b) The Collateral Agent shall be entitled to rely upon each Release Request believed by it to be genuine. The Collateral Agent shall not have or incur any liability to any Secured Party as a result of its good faith authorization of the release of funds from the Account in accordance with the Release Request as contemplated by this Article 5.

(c) The Account Custodian shall release funds in the Account upon (i) a receipt of a Release Request signed by both the Assignor and the Collateral Agent or (ii) the written request of the Collateral Agent pursuant to clause (d) below. The Collateral Agent shall forward such signed Release Request to the Account Custodian at least one Business Days prior to the release date.

(d) Upon the expiration of the Certain Funds Period, the Collateral Agent shall authorize the release of all Account Proceeds to the Administrative Agent for application in accordance with Section 2.05(b)(v) of the Credit Agreement.

Section 5.03 Termination; Certificate of Release: (a) Upon the earlier of (x) the release of all Account Proceeds as provided in Article 5 hereof and (y) the occurrence of the Termination Date (as defined in the US Security Agreement), (i) this Agreement shall terminate (provided that all indemnities set forth herein including, without limitation, in Section 8 hereof shall survive any such termination) and (ii) the Collateral Agent, at the expense of the Assignor, will (A) execute and deliver to the Assignor a proper instrument or instruments acknowledging the termination of this Agreement and (B) in the case of clause (y) above, direct the Account Custodian to transfer any remaining funds on deposit in the Account to the Assignor. Any transfer and release of the Account Proceeds by the Collateral Agent pursuant to this Section 5.03 shall be made without recourse, representation or warranty of any kind (either express or implied).

(b) At any time that the Assignor desires that the Account Proceeds be released as provided in the foregoing Section 5.03(a), it shall deliver to the Collateral Agent a certificate of a Responsible Officer of the Assignor certifying that the release of the Account Proceeds is permitted pursuant to such Section 5.03(a). The Collateral Agent shall have no liability whatsoever to any Secured Party as the result of any release of Account Proceeds by it as permitted (or which the Collateral Agent in good faith believes to be permitted) by this Section 5.03.

ARTICLE SIX

REPRESENTATIONS AND WARRANTIES

The Assignor represents and warrants that: (a) this Agreement has been duly authorized, executed and delivered by the Assignor and constitutes a legal, valid and binding obligation of the Assignor enforceable in accordance with its terms, except as the enforceability hereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting creditors' rights generally and

subject to the limitations imposed by general equitable principals (regardless of whether such enforceability is considered in a proceeding at law or in equity); (b) no consent of any other party (including, without limitation, any stockholder or creditor of the Assignor) and no consent, license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with (except, in each case, as have been obtained or made on or prior to the date hereof), any governmental authority is required to be obtained in connection with the execution, delivery or performance of this Agreement; and (d) the execution, delivery and performance of this Agreement will not violate any provision of any applicable law or regulation or of any order, judgment, writ, award or decree of any court, arbitrator or governmental authority, domestic or foreign, or of the certificate of incorporation or by-laws (or equivalent organizational documents) of the Assignor or of any securities issued by the Assignor, or of any indenture, mortgage, deed of trust, lease, credit agreement or loan agreement, or any other material agreement, contract or other instrument to which the Assignor is a party or which purports to be binding upon the Assignor or upon any of its assets and will not result in the creation or imposition of (or the obligation to create or impose) any lien or encumbrance on any of the assets of the Assignor. The Assignor covenants and agrees that it will defend the Collateral Agent's right, title and interest in and to the Account and the Account Proceeds against the claims and demands of all Persons whomsoever.

ARTICLE SEVEN

RESPONSIBILITIES OF THE COLLATERAL AGENT AND THE ACCOUNT CUSTODIAN

Section 7.01 Responsibilities of the Collateral Agent: Neither the Collateral Agent nor any of its directors, officers, agents, employees, affiliates or representatives shall be liable (i) for any failure to invest or reinvest any cash in the Account in accordance herewith, (ii) for any losses incurred by reason of investments selected by the Collateral Agent pursuant to Section 2.03 hereof or (iii) for any action taken or omitted to be taken by the Collateral Agent (x) in good faith in accordance with the advice of counsel with respect to any question as to the construction of any provision hereof or any action to be taken by the Collateral Agent hereunder, (y) in accordance with any instructions or other notice which the Collateral Agent believes in good faith to be properly given by the Assignor hereunder or (z) in accordance with the instructions of the Required Lenders. Notwithstanding anything to the contrary contained herein, neither the Collateral Agent nor any of its directors, officers, agents, employees, affiliates, representatives or agents shall be liable for anything not caused by the gross negligence or willful misconduct of the Collateral Agent or any of its directors, officers, agents, employees, affiliates, representatives or agents (as determined by a court of competent jurisdiction in a final and non-appealable decision). Without limiting the foregoing, the Collateral Agent shall act hereunder on the terms and conditions set forth herein and in the Credit Agreement. All instructions issued by the Collateral Agent to the Account Custodian under this Agreement shall be in writing.

Section 7.02 Responsibilities of the Account Custodian: (a) (i) Notwithstanding any provision contained herein or in any other document or instrument to the contrary, neither the Account Custodian nor any of its directors, officers, agents, employees, affiliates or representatives shall be liable for (i) following the instruction of the Collateral Agent

or complying with orders or other directives originated by the Collateral Agent or (ii) any action taken or not taken by it (or them) under or in connection with this Agreement, except for the Account Custodian's (or their) own gross negligence or willful misconduct (as determined a court of competent jurisdiction in a final and non-appealable decision). The Collateral Agent and the Assignor (in each case, for itself or any Person and/or entity claiming through it) hereby releases, warrants, discharges, exculpates and covenants not to sue the Account Custodian for any action taken or omitted to be taken under this Agreement, except to the extent caused by the Account Custodian's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision). In no event shall the Account Custodian be liable for indirect, special or consequential damages of any kind whatsoever (including lost profits and lost business opportunity) even if it is advised of the possibility of such damages and regardless of the form of action in which any such damages may be claimed. Without limiting the foregoing, and notwithstanding any provision to the contrary elsewhere, the Account Custodian and its directors, officers, agents, employees, affiliates and representatives:

- (A) shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement;
- (B) may in any instance where the Account Custodian determines that it lacks or is uncertain as to its authority to take or refrain from taking certain action (other than releasing funds pursuant to the terms hereof following receipt of a Release Request), or as to the requirements of this Agreement under any circumstance before it, delay or refrain from taking action unless and until it has received instructions from the Collateral Agent or advice from legal counsel (or other appropriate advisor), as the case may be;
- (C) so long as it and they shall have acted (or refrained from acting) in good faith, shall not be liable for any error of judgment in any action taken, suffered or omitted by, or for any act done or step taken, suffered or omitted by, or for any mistake of fact or law, unless such action constitutes gross negligence or willful misconduct on its (or their) part (as determined by a court of competent jurisdiction in a final and non-appealable decision);
- (D) may consult with legal counsel selected by it (or other experts for the Collateral Agent or the Assignor), and shall not be liable for any action taken or not taken by it or them in good faith in accordance with the advice of such experts;
- (E) will not incur any liability by acting or not acting in reliance upon any notice, consent, certificate, statement or other instrument or writing believed in good faith by it (or them) to be genuine and signed or sent by the proper party or parties;

- (F) will not incur liability for any notice, consent, certificate, statement, wire instruction, telecopy, or other writing which is delayed, canceled or charged without the knowledge of the Account Custodian;
- (G) shall not be deemed to have or be charged with notice or knowledge of any fact or matter unless a written notice thereof has been received by the Account Custodian at the address and to the Person designated in (or as subsequently designated pursuant to) this Agreement;
- (H) shall not be obligated or required by any provision of this Agreement to expend or risk the Account Custodian's own funds, or to take any action (including but not limited to the institution or defense of legal proceedings) which in its or their judgment may cause it or them to incur or suffer any expense or liability (other than releasing funds pursuant to the terms of this Agreement following receipt of a Release Request); *provided, however*, if the Account Custodian elects to take any such action it shall be entitled to security or indemnity for the payment of the costs, expenses (including but not limited to reasonable attorneys' fees) and liabilities which may be incurred therein or thereby, satisfactory to the Account Custodian; and
- (I) shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Account Custodian (including but not limited to any act or provision of any present or future law or regulation or authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

(ii) The Account Custodian has no interest in the Account Proceeds deposited hereunder but is serving as Account Custodian only and has only possession thereof.

(iii) The Account Custodian makes no representation as to the validity, value, genuineness or collectibility of any security or other document or instrument held by or delivered to it.

(b) Resignation. (i) The Account Custodian may at any time resign and be discharged by giving written notice thereof to the Assignor and the Collateral Agent. Before such resignation shall become effective, the Collateral Agent shall appoint a successor Account Custodian by written instrument, one copy of which instrument shall be delivered to each of the resigning Account Custodian, the Assignor and the successor Account Custodian. If no successor Account Custodian shall have been so appointed and have accepted appointment within thirty (30) days after the giving of the notice of resignation, the resigning Account Custodian may petition any court of competent jurisdiction for the appointment of a successor Account Custodian. Each such successor Account Custodian shall be knowledgeable and experienced in the performance of the duties and obligations required of the Account Custodian under this Agreement and shall have a minimum of \$250,000,000 in capital and surplus.

(ii) Any resignation of the Account Custodian and appointment of a successor Account Custodian pursuant to any of the provisions of this Section 7.02(b) shall not become effective until acceptance of appointment by the successor Account Custodian as provided in Section 7.03(c) below.

(c) Successor Account Custodian. (i) Any successor Account Custodian appointed as provided above shall execute, acknowledge and deliver to the Assignor, the Collateral Agent and its predecessor Account Custodian an instrument accepting such appointment under this Agreement, and thereupon the resignation of the predecessor Account Custodian shall become effective and such successor Account Custodian without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties and obligations of its predecessor under this Agreement, and with like effect as if originally named as Account Custodian. The predecessor Account Custodian shall deliver or cause to be delivered to the successor Account Custodian or its designee any Account Proceeds in its possession and any related agreements, documents and statements held by it, and the Assignor, the Collateral Agent and the predecessor Account Custodian shall execute and deliver such instruments and do such other things as may reasonably be required for fully and certainly vesting and confirming in the successor Account Custodian all such rights, powers, duties and obligations.

(ii) No successor Account Custodian shall accept appointment as provided in this Section 7.03(c) unless at the time of such acceptance such successor Account Custodian is eligible under the provisions of Section 7.03(b)(i) above.

(d) Merger or Consolidation of Account Custodian. Without the execution or filing of any paper or any further act on the part of any of the parties hereto, any corporation or banking association into which the Account Custodian may be merged or converted or with which it may be consolidated, or any corporation or banking association resulting from any merger, conversion or consolidation to which the Account Custodian shall be a party, or any corporation or banking association succeeding to substantially all of the corporate trust business of the Account Custodian shall be the successor of the Account Custodian hereunder, if and only if such corporation or banking association shall be eligible under the provisions of Section 7.03(b)(i) above.

ARTICLE EIGHT

INDEMNITY

Section 8.01 Indemnity: (a) The Assignor agrees to indemnify against and hold the Account Custodian, the Collateral Agent, each other Secured Party and their respective Related Parties (hereinafter in this Section 8.01 referred to individually as “Indemnitee,” and collectively as “Indemnitees”) harmless from any and all losses, liabilities, damages, claims, demands and all related expenses (including reasonable attorneys’ fees and expenses) (for the purposes of this Section 8.01 the foregoing are collectively called “expenses”) incurred by any of the Indemnitees arising out of, in connection with, or as a result of (i) the execution and delivery of this Agreement or any other document contemplated hereby or the performance by the parties hereto of their respective obligations hereunder or thereunder or, in the case of the Account Custodian or Collateral Agent, the administration of this Agreement (ii) any actual or

prospective claim, litigation, investigation, or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by such Assignor or such Assignor's directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto; *provided* that, no Indemnitee shall be indemnified pursuant to this Section 8.01(a) for losses, damages, claims, liabilities or related expenses (i) to the extent caused by the gross negligence or willful misconduct of such Indemnitee (or the gross negligence of willful misconduct of its officers, directors, employees, agents, advisors or other representatives) (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (ii) result from a claim brought by such Indemnitee against such document contemplated hereby, if such Indemnitee has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. The Assignor agrees that upon written notice by any Indemnitee of the assertion of such a liability, damage, claim or related expense, the Assignor shall have the option to assume full responsibility for the defense thereof. Each Indemnitee agrees to use its best efforts to promptly notify the Assignor of any such assertion of which such Indemnitee has knowledge.

(b) Without limiting the application of Section 8.01(a) hereof, the Assignor agrees, to pay or reimburse the Account Custodian and the Collateral Agent for any and all reasonable out-of-pocket expenses incurred in connection with the establishment, maintenance and operation of the Account and the creation, preservation or protection of the Account Proceeds and the Collateral Agent's interest in the Account Proceeds, including, without limitation, all reasonable out-of-pocket expenses (including reasonable fees) and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of the Account, the Account Proceeds and all other out-of-pocket expenses incurred in connection with protecting or maintaining the Account, the Account Proceeds and the Collateral Agent's interest therein and protecting, maintaining or preserving the Account Proceeds and the Collateral Agent's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Account, the Account Proceeds.

(c) If and to the extent that the obligations of the Assignor under this Section 8.01 are unenforceable for any reason, the Assignor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

Section 8.02 Indemnity Obligations; Survival: The indemnity obligations of the Assignor contained in this Section 8 shall continue in full force and effect notwithstanding the occurrence of the termination of this Agreement in accordance with Section 5.03 hereof.

ARTICLE NINE

GENERAL

Section 9.01 Prior Negotiations: This Agreement (and the attachments hereto) constitute the entire agreement between the parties with respect to the holding and release of Account Proceeds, except as otherwise expressly agreed in writing executed by or on behalf of the Assignor and the Collateral Agent, and supersede all prior agreements, understandings,

negotiations and discussions with respect to the subject matter hereof. There are no promises, undertakings, representations or warranties by any of the parties not expressly set forth or referred to herein or therein.

Section 9.02 Headings: The headings in the Articles and Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 9.03 Successors and Assigns: All of the covenants, warranties, undertakings and agreements of the Assignor hereunder shall bind the Assignor and its successors or assigns and shall inure to the benefit of the Collateral Agent, the other Secured Parties and their respective successors and assigns; *provided* that the Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Collateral Agent.

Section 9.04 Law of Contract: THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 9.05 Counterpart and Facsimile: This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by facsimile or other electronic transmission shall be effective as delivery of a manually executed copy of this Agreement by such party.

Section 9.06 No Third Party Beneficiaries: No rights are intended to be created hereunder for the benefit of any third party or any direct, indirect or incidental beneficiary, except as specifically provided herein.

Section 9.07 USA Patriot Act: To help the government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003, Section 326 of the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person establishing a relationship or opening an account with Deutsche Bank Trust Company Americas. What this means: Deutsche Bank Trust Company Americas will ask for the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided..

Section 9.08 Notices: Any notice or other communication shall be given or made as provided in the Credit Agreement; *provided* that any notice or other communication to the Account Custodian shall be made to the Account Custodian at:

Colfax UK Holdings Ltd
8170 Maple Lawn Blvd, Suite 180
Fulton, MD 20759
Attention: A. Lynne Puckett

Telephone No.: (301) 323-9000 x 139018
Telecopier No.: (301) 323-9001

Deutsche Bank AG New York Branch, as Collateral Agent
60 Wall Street
New York, New York 10005
Attention: Marguerite Sutton
Telephone No.: (212) 250-6150
Telecopier No.: (212) 797-5690

With a copy to:

Deutsche Bank Trust Company Americas, as Account Custodian
60 Wall Street
New York, New York 10005
Attention: Aldrin Bayne, Escrow Team
Telephone No.: (212) 250-4660
Telecopier No.: (732) 578-4593

Section 9.09 No Waiver, etc.: The execution of this Agreement by the Collateral Agent is not intended and shall not be deemed to be a waiver of any of the rights or remedies of the Collateral Agent or the other Secured Parties under applicable law or any of the Loan Documents. No failure to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude or require any other or future exercise thereof or the exercise of any other right, power or privilege. All rights, powers and remedies granted to the Collateral Agent hereunder and under all other agreements, instruments and documents executed in connection with this Agreement shall be cumulative, may be exercised singly or concurrently and shall not be exclusive of any rights or remedies provided by law.

Section 9.10 Severability: In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 9.11 Amendment and Waiver: None of the terms and conditions of this Agreement may be waived, changed, modified or varied in any manner whatsoever unless set forth in writing and agreed to by all parties hereto.


Section 9.12 Authorized Representatives: For purposes of sending and receiving instructions or directions hereunder, all such instructions or directions shall be, and the Account Custodian may conclusively rely upon such instructions or directions, delivered, and executed by representatives of the Collateral Agent designated on Scheduled I attached hereto and made a part hereof (each such representative, an "Authorized Person") which such designation shall include specimen signatures of such representatives, as such Schedule I may be updated from time to time.

Section 9.13 Waiver of Set Off: During the Certain Funds Period and notwithstanding (i) any provision to the contrary in the Loan Documents (other than Section 3.02(b) of the Credit Agreement) or (ii) that any Condition Precedent to Effectiveness or Condition Precedent to Initial Credit Extension may subsequently be determined not to have been satisfied or that any representation given as a condition thereof (other than a Major Representation) was incorrect or misleading in any material respect, unless a Major Default has occurred which is continuing, the Collateral Agent shall not be entitled to exercise any right of set-off or counterclaim in respect of the Account Proceeds; provided that immediately upon the expiry of the Certain Funds Period all such rights, remedies and entitlements shall be available to the Collateral Agent notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

* * *

IN WITNESS OF WHICH the Assignor, the Account Custodian and the Collateral Agent, on its own and on behalf of the other Secured Parties, have executed this Agreement as of the date indicated on the first page of this Agreement.

COLFAX UK HOLDINGS LTD.,
as the Assignor

By: 
Title: Director

IN WITNESS OF WHICH the Assignor, the Account Custodian and the Collateral Agent, on it own and on behalf of the other Secured Parties, have executed this Agreement as of the date indicated on the first page of this Agreement.

COLFAX UK HOLDINGS LTD,
as the Assignor

By: _____
Title:

Accepted and Agreed to:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: Marguerite Sutter
Title: Director

By: M. T. King Jr
Title: Director

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Account Custodian

By: _____
Title:

By: _____
Title:

IN WITNESS OF WHICH the Assignor, the Account Custodian and the Collateral Agent, on it own and on behalf of the other Secured Parties, have executed this Agreement as of the date indicated on the first page of this Agreement.

COLFAX UK HOLDINGS LTD,
as the Assignor

By: _____
Title:

Accepted and Agreed to:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____
Title:

By: _____
Title:

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Account Custodian

By: Linda Reale
Title: Vice President

By: [Signature]
Title: **Luigi Sacramone**
Assistant Vice President

FORM OF RELEASE REQUEST

[Date]

Deutsche Bank Trust Company Americas, as
Account Custodian, as defined in the
Overadvance Account Escrow Agreement referred to below
60 Wall Street
New York, New York 10005
Attention: Aldrin Bayne, Escrow Team
Telephone No.: (212) 250-4660
Telecopier No.: (732) 578-4593

and:

Deutsche Bank AG New York Branch ("DBNY"), as
Administrative Agent and Collateral Agent
under the Credit Agreement referred to below
60 Wall Street
New York, New York 10005
Attention: Marguerite Sutton
Telephone No.: (212) 250-6150
Telecopier No.: (212) 797-5690

Re: Request for Release of Funds

Ladies and Gentlemen:

The undersigned, Colfax UK Holdings Ltd, a company organized under the laws of England and Wales (the "Assignor"), refers to (x) the Credit Agreement, dated as of September 12, 2011 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among the Assignor, Colfax Corporation, a corporation organized under the laws of Delaware, as US Borrower, Deutsche Bank AG New York Branch as Administrative Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and the other parties thereto and (y) the Overadvance Account Escrow Agreement, dated as of September 12, 2011, among the Assignor, DBTCA, as Account Custodian, and DBNY, as Collateral Agent (as amended, restated, modified and/or supplemented from time to time, the "Overadvance Account Escrow Agreement"). Except as otherwise defined herein, capitalized terms used herein and defined in the Credit Agreement referred to below shall be used herein as so defined.

The Assignor hereby gives you notice, irrevocably, pursuant to Section 5.02(a)(iii) of the Overadvance Account Control Agreement as follows:

(i) The Business Day of the proposed release (the “Release”) is _____
____, 20__ (the “Release Date”).

(ii) The Amount Requested for Release is: _____.

(iii) The amount requested for Release set forth in the immediately preceding clause (ii) shall be transferred by wire, in immediately available funds, in accordance with the following instructions:

Pay to:	[_____]
Account No.:	[_____]
Account Name:	[_____]
ABA Number:	[_____]
Reference:	[_____]

The undersigned hereby certifies that the following statements will be true on the proposed Release Date:

(i) the amount requested for Release is required within five (5) days of the Release Date by Parent and its Subsidiaries to finance a Certain Funds Purpose; and

(ii)

(A) The Major Representations are not incorrect or misleading in any material respect when made or deemed to be made, except to the extent that such Major Representations specifically refer to an earlier date, in which case they are not incorrect or misleading in any material respect as of such earlier date; and

(B) No Major Default has occurred and is continuing or would result from the proposed Release.

[Remainder of this page intentionally left blank]

COLFAX UK HOLDINGS LTD,
as the Assignor

By: _____
Title:

Accepted and Agreed to:

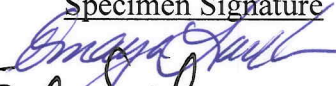






DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____
Title:

By: _____
Title:

SCHEDULE I

Authorized Representatives

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>	<u>Email Address</u>
Omayra Laucella	Vice President		Omayra.laucella@db.com
Evelyn Thierry	Director		Evelyn.thierry@db.com
Erin Morrissey	Director		Erin.morrissey@db.com
Dusan Lazarov	Director		Dusan.lazarov@db.com
Marcus Tarkington	Director		Marcus.tarkington@db.com
Susan LeFevre	Managing Director		Susan.lefevre@db.com
Carin Keegan	Director		Carin.keegan@db.com