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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**SCHEDULE 13D  
(Rule 13d-101)**

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED  
PURSUANT TO §240.13d-2(a)**

**UNDER THE SECURITIES ACT OF 1934  
(Amendment No. 6)\***

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**COLFAX CORPORATION**  
(Name of Issuer)

**Common Stock, par value \$0.001 per share**  
(Title of Class of Securities)

**194014106**  
(CUSIP Number)

**William R. Bush  
BDT Capital Partners, LLC  
401 N. Michigan Ave., Suite 3100  
Chicago, Illinois  
(312) 660-7300**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**February 12, 2014**  
(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note.** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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<b>1</b>	<b>NAME OF REPORTING PERSONS</b> BDT Capital Partners, LLC
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
<b>3</b>	<b>SEC USE ONLY</b>
<b>4</b>	<b>SOURCE OF FUNDS*</b> OO, WC
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)</b> <input type="checkbox"/>
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7 SOLE VOTING POWER</b> 0 shares
	<b>8 SHARED VOTING POWER</b> 16,253,576 shares
	<b>9 SOLE DISPOSITIVE POWER</b> 0 shares
	<b>10 SHARED DISPOSITIVE POWER</b> 16,253,576 shares
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 16,253,576 shares
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*</b> <input type="checkbox"/>
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 14.2%(1)
<b>14</b>	<b>TYPE OF REPORTING PERSON*</b> OO

\* See Instructions

- (1) The percentages reported in this Amendment No. 6 to Schedule 13D are based on the 101,903,479 shares of Common Stock reported as outstanding in Colfax Corporation's Form 10-Q for the period ended September 27, 2013 and the 12,173,291 shares of Common Stock into which the shares of Series A Perpetual Convertible Preferred Stock could be converted.

<b>1</b>	<b>NAME OF REPORTING PERSONS</b> BDTCP GP I, LLC
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
<b>3</b>	<b>SEC USE ONLY</b>
<b>4</b>	<b>SOURCE OF FUNDS*</b> OO, WC
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)</b> <input type="checkbox"/>
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b> <b>SOLE VOTING POWER</b> 0 shares
	<b>8</b> <b>SHARED VOTING POWER</b> 16,253,576 shares
	<b>9</b> <b>SOLE DISPOSITIVE POWER</b> 0 shares
	<b>10</b> <b>SHARED DISPOSITIVE POWER</b> 16,253,576 shares
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 16,253,576 shares
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*</b> <input type="checkbox"/>
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 14.2%
<b>14</b>	<b>TYPE OF REPORTING PERSON*</b> OO

\* See Instructions

<b>1</b>	<b>NAME OF REPORTING PERSONS</b> BDT CF Acquisition Vehicle, LLC
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
<b>3</b>	<b>SEC USE ONLY</b>
<b>4</b>	<b>SOURCE OF FUNDS*</b> OO, WC
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)</b> <input type="checkbox"/>
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7 SOLE VOTING POWER</b> 12,174,674 shares
	<b>8 SHARED VOTING POWER</b> 0 shares
	<b>9 SOLE DISPOSITIVE POWER</b> 12,174,674 shares
	<b>10 SHARED DISPOSITIVE POWER</b> 0 shares
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 12,174,674 shares
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*</b> <input type="checkbox"/>
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 10.7%
<b>14</b>	<b>TYPE OF REPORTING PERSON*</b> OO

\* See Instructions

<b>1</b>	<b>NAME OF REPORTING PERSONS</b> Byron D. Trott
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
<b>3</b>	<b>SEC USE ONLY</b>
<b>4</b>	<b>SOURCE OF FUNDS*</b> AF
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)</b> <input type="checkbox"/>
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> United States of America
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7 SOLE VOTING POWER</b> 0 shares
	<b>8 SHARED VOTING POWER</b> 16,421,202 shares
	<b>9 SOLE DISPOSITIVE POWER</b> 0 shares
	<b>10 SHARED DISPOSITIVE POWER</b> 16,421,202 shares
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 16,421,202 shares
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*</b> <input type="checkbox"/>
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 14.4%
<b>14</b>	<b>TYPE OF REPORTING PERSON*</b> IN

\* See Instructions

<b>1</b>	<b>NAME OF REPORTING PERSONS</b> BDTP GP, LLC
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
<b>3</b>	<b>SEC USE ONLY</b>
<b>4</b>	<b>SOURCE OF FUNDS*</b> AF
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)</b> <input type="checkbox"/>
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7 SOLE VOTING POWER</b> 0 shares
	<b>8 SHARED VOTING POWER</b> 16,421,202 shares
	<b>9 SOLE DISPOSITIVE POWER</b> 0 shares
	<b>10 SHARED DISPOSITIVE POWER</b> 16,421,202 shares
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 16,421,202 shares
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*</b> <input type="checkbox"/>
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 14.4%
<b>14</b>	<b>TYPE OF REPORTING PERSON*</b> OO

\* See Instructions

#### **Item 4. Purpose of Transaction.**

Item 4 of this Schedule 13D is hereby supplemented as follows:

On February 12, 2014, BDT CF Acquisition Vehicle, LLC (the "Investor") converted all of its 13,877,552 shares of Series A Perpetual Convertible Preferred Stock, par value \$0.001 per share (the "Preferred Stock") of Colfax Corporation (the "Company") into 12,173,291 shares of common stock, par value \$0.001 per share (the "Common Stock") of the Company in accordance with that certain Conversion Agreement, dated as of February 12, 2014, and the Amended and Restated Certificate of Designations of Series A Convertible Preferred Stock filed by the Company with the State of Delaware on April 23, 2013. Accordingly, the Investor no longer owns any shares of the Company's Preferred Stock.

#### **Item 5. Interest in Securities of the Issuer.**

Item 5(a)-(c) of this Schedule 13D is hereby supplemented as follows:

**(a)-(b)** (i) The Investor directly beneficially owns 12,174,674 shares of Common Stock. Certain investment funds (the "BDT Investment Funds") controlled by BDTCP GP I, LLC ("BDTCP GP") directly beneficially own, in the aggregate, 4,078,902 shares of Common Stock, and an employee investment vehicle (the "BDT Investment Vehicle") controlled by BDTP GP, LLC ("BDTP") directly beneficially owns 167,626 shares of Common Stock.

(ii) The number of shares of Common Stock directly beneficially owned by the Investor represents approximately 10.7% of the aggregate shares of Common Stock; the number of shares of Common Stock directly beneficially owned, in the aggregate, by the BDT Investment Funds represents approximately 3.6% of the aggregate shares of Common Stock; and the number of shares of Common Stock directly beneficially owned by the BDT Investment Vehicle represents approximately 0.1% of the aggregate shares of Common Stock.

(iii) The Investor, acting through its general partner, BDTCP GP, has the sole power to vote or to direct the vote, and to dispose or to direct the disposition of, the shares of Common Stock beneficially owned by it. Each of the BDT Investment Funds has the sole power to vote or to direct the vote, and to dispose or to direct the disposition of, the shares of Common Stock beneficially owned by it. The BDT Investment Vehicle has the sole power to vote or to direct the vote, and to dispose or to direct the disposition of, the shares of Common Stock beneficially owned by it.

(iv) By virtue of the relationships described under Item 2 of this Schedule 13D, each of the other Reporting Persons may be deemed to share beneficial ownership of the shares of Common Stock directly beneficially owned by the Investor and the BDT Investment Funds. Each of Byron D. Trott ("Mr. Trott") and BDTP may be deemed to share beneficial ownership of the shares of Common Stock directly beneficially owned by the BDT Investment Vehicle.

(v) Each of BDT Capital Partners, LLC, BDTCP GP and the Investor affirms membership in a group with each other but disclaims membership in a group with BDTP or Mr. Trott. Each of BDTP and Mr. Trott disclaims membership in a group with any person.

The filing of this Schedule 13D shall not be construed as an admission that any Reporting Person is the beneficial owner of any of the shares of Common Stock that such Reporting Person may be deemed to beneficially own. Without limiting the foregoing sentence, each of BDTP and Mr. Trott disclaims beneficial ownership of all shares of Common Stock reported in this Schedule 13D.

**(c)** The information set forth in Item 4 above is hereby incorporated by reference in response to this Item 5(c).

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**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Item 6 of this Schedule 13D is hereby supplemented as follows:

The information set forth in Item 4 above is hereby incorporated by reference in response to this Item 6.

**Item 7. Material to Be Filed as Exhibits.**

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
1.	Conversion Agreement, dated as of February 12, 2014.
2.	Joint Filing Agreement, dated as of January 23, 2012.

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 12, 2014

**BDT CAPITAL PARTNERS, LLC**

By: /s/ Byron D. Trott  
Name: Byron D. Trott  
Its: President and Chief Investment Officer

**BDTCP GP I, LLC**

By: /s/ Byron D. Trott  
Name: Byron D. Trott  
Its: President and Chief Investment Officer

**BDT CF ACQUISITION VEHICLE, LLC**

By: BDTCP GP I, LLC  
Its: Manager

By: /s/ Byron D. Trott  
Name: Byron D. Trott  
Its: President and Chief Investment Officer

**BYRON D. TROTT**

/s/ Byron D. Trott

**BDTP GP, LLC**

By: /s/ Byron D. Trott  
Name: Byron D. Trott  
Its: President and Chief Investment Officer

## CONVERSION AGREEMENT

This Conversion Agreement (this "Agreement"), dated as of February 12, 2014, is made by and between BDT CF Acquisition Vehicle, LLC, a Delaware limited liability company (the "Holder") and Colfax Corporation, a Delaware corporation (the "Company"). The Holder and the Company are individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

### WITNESSETH:

WHEREAS, the Company previously issued, pursuant to the Certificate of Designations of Series A Perpetual Convertible Preferred Stock filed by the Company with the State of Delaware on January 24, 2012 (the "Original Certificate of Designations"), 13,877,552 shares of the Company's Series A Perpetual Convertible Preferred Stock, par value \$0.001 per share and liquidation preference \$24.50 per share (the "Series A Preferred Stock") in accordance with the terms of that certain Securities Purchase Agreement, dated as of September 12, 2011, by and among the Company and the Holder (the "SPA");

WHEREAS, the Original Certificate of Designations was amended and restated by the Amended and Restated Certificate of Designations of Series A Perpetual Convertible Preferred Stock filed by the Company with the State of Delaware on April 23, 2013 (the "Certificate of Designations");

WHEREAS, the Certificate of Designations provides that each share of Series A Preferred Stock shall be convertible, in whole or in part, at the option of the holder thereof, at any time after its issue date, and from time to time, and without payment of any additional consideration by the holder thereof, into fully paid and nonassessable shares of common stock of the Company, par value \$0.001 per share ("Common Stock") at a conversion rate equal to the liquidation preference thereof divided by 114% of such liquidation preference (the "Conversion Rate"), provided that the Company shall pay, in lieu of any fractional share interest that would otherwise be deliverable upon application of the conversion rate, an amount in cash equal to the applicable fractional share interest multiplied the average of the daily closing prices of the Common Stock on the New York Stock Exchange for the ten consecutive trading days immediately prior to the business day preceding the day of conversion ("Cash in Lieu of Fractional Shares");

WHEREAS, the Certificate of Designations provides that holders of Series A Preferred Stock shall be entitled to receive, on each share of Series A Preferred Stock, out of funds legally available for the payment of dividends under Delaware law, cumulative cash dividends at a per annum rate of 6%, subject to certain adjustments, on (i) the Liquidation Preference per share of Series A Preferred Stock and (ii) the amount of any accrued and unpaid dividends, but in each case only when, as and if declared by the Board or a duly authorized committee thereof;

WHEREAS, the Certificate of Designations provides that on or after the third anniversary of the issue date (the "Mandatory Conversion Date"), the Company shall have the right, at its option, at any time or from time to time, to cause some or all of the outstanding shares of Series A Preferred Stock to be mandatorily converted into fully paid and nonassessable shares of

Common Stock at the Conversion Rate, if, among other things, the Company shall have declared and paid in full in cash, or shall have declared and set apart for payment in cash, all accrued but unpaid dividends on the Series A Preferred Stock for all dividend periods with respect thereto, through and including the effective date of such conversion, provided that the Company shall pay, in lieu of any fractional share interest that would otherwise be deliverable upon application of the conversion rate, Cash in Lieu of Fractional Shares; and

WHEREAS, the Holder, which holds 13,877,552 shares of Series A Preferred Stock, constituting all outstanding shares of Series A Preferred Stock, has proposed to exercise its option to convert its shares of Series A Preferred Stock into 12,173,291 shares of Common Stock plus cash in lieu of a .22807018 share fractional interest (the "Conversion"), if the Company agrees to pay a dollar amount (the "Cash Payment") equivalent to the aggregate amount of dividends that would have been payable on such shares of Series A Preferred Stock, at an assumed per annum rate of 6% of the Liquidation Preference, through and including the Mandatory Conversion Date, and the Company has proposed to pay the Cash Payment and thereby to implement the Conversion.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## ARTICLE I.

### TERMS OF CONVERSION

Section 1.01 Conversion. Upon the terms and subject to the conditions set forth in this Agreement, the Holder hereby agrees to deliver to the Company on and as of the date hereof a notice of election to convert its Series A Preferred Stock into Common Stock and Cash in Lieu of Fractional Shares, substantially in the form attached hereto as Exhibit A (the "Conversion Notice"). No later than one (1) business day following delivery of the Conversion Notice, the Company shall deliver to the Holder a certificate for the 12,173,291 shares of Common Stock issued in the name of the Holder (the "Common Certificate")

Section 1.02 Consideration. No later than four business days after receipt of the Conversion Notice, and upon the terms and subject to the conditions set forth in this Agreement, the Company shall pay to the Holder the Cash Payment in the amount of \$23,418,083.45 (which Cash Payment, for the avoidance of doubt, shall be separate from and in addition to any payment of Cash in Lieu of Fractional Shares due from the Company to the Holder in connection with the conversion of the Holder's Series A Preferred Stock into Common Stock). The Cash Payment shall be made by wire transfer of immediately available funds.

## ARTICLE II.

### REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 2.01 Ownership of Series A Preferred Stock. The Holder represents to the Company that the Holder is the sole legal owner of the Series A Preferred Stock to be converted

pursuant hereto and that it holds such Series A Preferred Stock free and clear of any liens, claims, interests, charges or other encumbrances. The Holder represents that it has not previously sold, assigned, conveyed, transferred or otherwise disposed of, in whole or in part, the Series A Preferred Stock to be converted pursuant hereto, nor has the Holder entered into any agreement to sell, assign, convey, transfer or otherwise dispose of, in whole or in part, such Series A Preferred Stock.

Section 2.02 No Conflicts. The Company represents to the Holder that the execution and delivery by the Company of this Agreement, the performance by the Company of its obligations under this Agreement and the consummation of the transactions contemplated hereby (a) does not violate any of the terms, conditions or provisions of the Company's Amended and Restated Certificate of Incorporation, Amended and Restated Bylaws or any applicable laws and (b) does not materially conflict with, and will not result in a material violation or material breach of, any material contract to which the Company is a party.

Section 2.03 Enforceability. Each Party represents to the other that (a) it has the legal capacity to execute, deliver and perform its obligations under this Agreement and (b) this Agreement has been duly and validly executed and delivered by such Party and constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors generally and by the availability of equitable remedies.

Section 2.04 Further Assurances. The Company and the Holder shall execute such documents and other instruments and take such further actions as may be reasonably necessary or desirable to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby. In addition, the Company agrees to use its commercially reasonable efforts to facilitate the exchange of the Common Certificate for book-entry shares of Common Stock upon the request of the Holder.

### ARTICLE III.

#### MISCELLANEOUS

Section 3.01 Successors and Assigns. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns and no Party shall assign this Agreement or any of its interests, rights or obligations hereunder to any other person or entity without the prior written consent of the other Party.

Section 3.02 Amendment and Waiver. No provision of this Agreement may be waived or amended except in a written instrument signed by the Party against whom enforcement of any such waiver or amendment is sought.

Section 3.03 Severability. In the event that one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of such provision(s) in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

Section 3.04 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

Section 3.05 Entire Agreement. This Agreement, together with any exhibits and schedules hereto, constitutes the entire agreement among the Parties pertaining to the subject matter of this Agreement and supersedes the Parties' prior agreements, understandings, negotiations and discussions, whether oral or written, on such matters.

Section 3.06 Headings. The article and section headings in this Agreement are for convenience only and shall not constitute a part of this Agreement for any other purpose and shall not be deemed to limit or affect any of the provisions hereof.

Section 3.07 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

BDT CF ACQUISITION VEHICLE, LLC

By: /s/ San W. Orr, III

Name: San W. Orr, III

Title: Vice President and Treasurer

COLFAX CORPORATION

By: /s/ A. Lynne Puckett

Name: A. Lynne Puckett

Title: Senior Vice President, General  
Counsel and Secretary

[Conversion Agreement]

**EXHIBIT A**

**FORM OF NOTICE OF ELECTION TO CONVERT**

**February 12, 2014**

The undersigned hereby irrevocably exercises its option to convert 13,877,552 shares of Series A Perpetual Convertible Preferred Stock, par value \$0.001 per share and liquidation preference \$24.50 per share of COLFAX CORPORATION, a Delaware corporation (the "Company"), into 12,173,291 shares of common stock of the Company, par value \$0.001 per share, and cash in lieu of any fractional share interest that would otherwise be deliverable upon application of the conversion rate, in accordance with the terms of the Amended and Restated Certificate of Designations of Series A Perpetual Convertible Preferred Stock filed by the Company with the State of Delaware on April 23, 2013, and directs that a certificate for such shares of common stock be issued in the name of BDT CF ACQUISITION VEHICLE, LLC.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has caused this notice to be executed as of the date first written above.

BDT CF ACQUISITION VEHICLE, LLC

By: /s/ San W. Orr, III

Name: San W. Orr, III

Title: Vice President and Treasurer

**JOINT FILING AGREEMENT**

January 23, 2012

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Common Stock, par value \$0.001 per share, of Colfax Corporation, a Delaware corporation, and that this agreement may be included as an exhibit to such joint filing.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of January 23, 2012.

**BDT CAPITAL PARTNERS, LLC**

By: /s/ Byron D. Trott  
Name: Byron D. Trott  
Its: President and Chief Investment Officer

**BDTCP GP I, LLC**

By: /s/ Byron D. Trott  
Name: Byron D. Trott  
Its: President and Chief Investment Officer

**BDT CF ACQUISITION VEHICLE, LLC**

By: BDTCP GP I, LLC  
Its: Manager

By: /s/ Byron D. Trott  
Name: Byron D. Trott  
Its: President and Chief Investment Officer

**BYRON D. TROTT**

/s/ Byron D. Trott

**BDTP GP, LLC**

By: /s/ Byron D. Trott  
Name: Byron D. Trott  
Its: President and Chief Investment Officer