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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) April 28, 2014

Colfax Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
Of incorporation)

001-34045
(Commission
File Number)

54-1887631
(IRS Employer
Identification No.)

8170 Maple Lawn Boulevard, Suite 180
Fulton, MD
(Address of principal executive offices)

20759
(Zip Code)

(301) 323-9000
(Registrant's telephone number, including area code.)

(Former name and former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 28, 2014, Colfax Corporation (the “Company”) and its President and Chief Executive Officer, Steven E. Simms, entered into an amendment to the existing employment agreement between the Company and Mr. Simms dated April 22, 2012.

In light of the importance of Mr. Simms’ leadership in the continuing transformation of the Company and the nature of his role in integrating the Company’s most significant acquisitions, the amendment to Mr. Simms’ employment agreement extends the term of the agreement by two years from its original expiration date of April 21, 2015, to April 21, 2017. In connection with the extension of the term and in recognition of Mr. Simms’ importance to the Company, on April 28, 2014, the Company granted Mr. Simms a long-term incentive award for the two-year extension period, consisting of 201,146 stock options and 85,487 performance-based restricted stock units. The stock options and the performance-based restricted stock units will cliff vest in full at the end of the two-year employment extension period, on April 21, 2017, subject to Mr. Simms’ continued employment and, in the case of the performance-based restricted stock units, to the Company achieving a cumulative adjusted earnings per share target during the two-year extension period. Specifically, the Company’s cumulative adjusted earnings per share must equal or exceed \$3.10 during any four consecutive fiscal quarters beginning with the second quarter of fiscal year 2015 and ending with the first quarter of fiscal year 2017. The stock options expire seven years from the grant date. The equity awards were granted pursuant to the Colfax Corporation 2008 Omnibus Incentive Plan and, except as otherwise provided for in Mr. Simms’ employment agreement, as amended, are subject to the standard form of award agreements currently used thereunder in connection with grants to Company executives.

The foregoing summary of the terms and conditions of the amendment to Mr. Simms’ employment agreement is qualified in its entirety by reference to the full text of the amendment, which is attached hereto as Exhibit 10.1.

Item 9.01. Financial Statements and Exhibits.

**Exhibit
Number**

Description

10.1 Amendment No. 1 to Executive Employment Agreement, dated April 28, 2014, between Steven E. Simms and Colfax Corporation.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 28, 2014

COLFAX CORPORATION

By: /s/ C. Scott Brannan

Name: C. Scott Brannan

Title: Senior Vice President, Finance, Chief Financial Officer and
Treasurer

Exhibit Index

Exhibit Number

Description

10.1	Amendment No. 1 to Executive Employment Agreement, dated April 28, 2014, between Steven E. Simms and Colfax Corporation.
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AMENDMENT NO. 1 TO EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 (the “**Amendment**”) to the Executive Employment Agreement (the “**Employment Agreement**”) entered into effective as of April 22, 2012, by and between Colfax Corporation, a Delaware corporation (the “**Company**”) and Steven E. Simms (the “**Executive**”), is itself by and between the Company and the Executive and is entered into effective as of April 28, 2014 (the “**Effective Date**”). The Amendment makes the following changes to the Employment Agreement as of the Effective Date:

1. Extension of Term. The first sentence of Section 1.1 of the Employment Agreement entitled “Term” and the first sentence of Section 1.1(a) of the Employment Agreement entitled “Extension of Term” are each hereby amended to replace the date “April 21, 2015” where it appears in each sentence with the date “April 21, 2017.”

2. Long-Term Incentive Award.

a) In connection with the extension of the term of the Executive’s employment with the Company and consistent with Section 2.3(d) of the Employment Agreement, the Executive shall receive a long-term incentive award consisting of a performance-based restricted stock unit award (a “**PRSU**”) covering 85,487 shares of the Company’s common stock and an employee stock option covering 201,146 shares of the Company’s common stock. The PRSU and option awards shall be granted as of the Effective Date under the Colfax Corporation 2008 Omnibus Incentive Plan (the “**Stock Incentive Plan**”).

b) The PRSU award shall be subject to the achievement of performance objectives established by the Compensation Committee of the Company’s Board of Directors under which such grant shall be cancelled in the event the performance objectives are not achieved, provided, further, that the entire grant also shall be subject to a cliff vesting schedule, conditioning vesting in full on remaining employed by the Company on April 21, 2017. In addition, the shares earned by and issued to the Executive under the PRSU award (not including any shares sold to fund the payment of the tax withholding obligation payable in connection with the vesting of the award) may not be transferred, sold, pledged, hypothecated, or otherwise disposed of prior to April 21, 2018. Except as set forth herein, the PRSUs shall be subject to the terms of the Company’s standard performance-based restricted stock unit award agreement currently in use for executives under the Stock Incentive Plan.

c) The option award shall have an exercise price equal to the fair market value of the Company’s common stock on the date of grant (as determined under the Stock Incentive Plan) and shall be subject to the terms of the Company’s standard stock option agreement currently in use for executives under the Stock Incentive Plan, except that the grant shall vest in full on April 21, 2017, and, in the event any termination of the Executive’s employment other than by the Company for Cause after that date the options shall remain exercisable for any remaining ordinary term of such options.

d) Solely for purposes of both the PRSU and option awards described in this Amendment, the term Pro-Rata Basis, as defined in Section 10.8 of the Employment Agreement and referred to in Section 4.2 of the Employment Agreement, shall be calculated based assuming, for this purpose only, that the grant date for the PRSU and option awards was April 21, 2015, rather than the Effective Date.

e) The awards described in this Amendment are granted as the Executive's equity and long-term incentive awards for the term of the Employment Agreement running from April 21, 2015 through April 21, 2017 and, except as to the awards described in this Amendment and the awards granted under Section 2.3 of the Employment Agreement, the Executive shall not have the right to participate further under the Stock Incentive Plan or any other long-term incentive program of the Company during such two-year period.

3. Except as expressly provided herein, the terms and conditions of the Employment Agreement shall remain in full force and effect and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment, or have caused this Amendment to be duly executed and delivered in their name and on their behalf, intending to be legally bound by its terms, as of the Effective Date, as if the provisions hereof were originally included in the Employment Agreement.

COLFAX CORPORATION

By: /s/ C. Scott Brannan
Name: C. Scott Brannan
Title: Senior Vice President, Finance, Chief Financial
Officer and Treasurer

STEVEN E. SIMMS

/s/ Steven E. Simms