

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) May 31, 2016

Colfax Corporation

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

**420 National Business Parkway
Annapolis Junction, MD**

(Address of principal executive offices)

001-34045

(Commission File Number)

54-1887631

(IRS Employer Identification No.)

20701

(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))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 31, 2016, the Board of Directors (the “Board”) of Colfax Corporation (the “Company”) appointed Christopher Hix as the Company’s Senior Vice President and Chief Financial Officer, effective following the filing of Colfax’s quarterly report for the second quarter of 2016. Mr. Hix will join Colfax on July 1, 2016 and will transition into the Chief Financial Officer role following the Company’s second quarter Form 10-Q filing. Mr. Hix will succeed Scott Brannan, who will remain with the Company as a part time non-executive employee while also working for the Rales family office. The Company announced Mr. Hix’s appointment on June 2, 2016 and the full text of the Company’s press release is attached hereto as Exhibit 99.1.

Biographical Information Regarding Mr. Hix

Mr. Hix, age 54, most recently served as the Chief Financial Officer of OM Group, Inc., a \$1.5B, global, publicly-listed diversified industrial company. Mr. Hix served within OM Group from 2012 until the company’s acquisition in late 2015. Previously, Mr. Hix was the Chief Financial Officer of Robbins & Myers, a \$1.0B, global publicly-listed, diversified industrial from 2006-2011. Prior to that, Mr. Hix spent 13 years in a variety of positions with increasing responsibility in operating, financial and strategic roles within Roper Industries, a global, diversified industrial and technology company that underwent rapid growth and transition from private to public ownership during his tenure.

Employment Arrangements with Mr. Hix

On May 31, 2016, the Board approved certain employment arrangements with Mr. Hix to be effective on July 1, 2016. Mr. Hix’s base salary is set at \$550,000 and he is entitled to participate in the Company’s annual incentive plan in a target amount equal to 80% of his base salary then in effect.

Mr. Hix received an annual grant, to be effective upon his start date of July 1, 2016, comprised of stock options having a grant date fair value of \$1,200,000, which options vest in three equal annual installments beginning on the first anniversary of the grant date, and \$400,000 performance-based restricted stock units (“PRSUs”), which PRSUs will be earned if the Company achieves an adjusted earnings per share of \$1.76 within any four consecutive quarters from the first full quarter following his start date through the last full quarter before the third anniversary of his start date, and which, if earned, will vest in two equal annual installments on the third and fourth anniversaries of the grant date. The exercise price of the stock options will be equal to the closing price of the Company’s common stock on the New York Stock Exchange on the grant date.

As a transition bonus Mr. Hix will be granted restricted stock units with a grant date fair value of \$500,000, which will vest in three equal installments beginning on the second anniversary of the grant date, such grant effective upon his start date of July 1, 2016. In addition, he will receive a cash transition bonus of \$100,000, which Mr. Hix will be required to reimburse should he depart the Company within his first year of employment.

In addition, if Mr. Hix is terminated by the Company without cause or he resigns for good reason, he will be entitled to a lump-sum payment equal to the sum of (i) one times his base salary plus (ii) one times his target annual incentive plan bonus. If Mr. Hix is terminated by the Company without cause or he resigns for good reason within three months before or two years after a change in control, he will receive an amount equal to the sum of (i) two times his base salary plus (ii) two times his target annual incentive plan bonus. Mr. Hix’s right to receive these severance payments is conditioned on his execution of a standard waiver and release agreement in favor of the Company. In the event of a termination without cause or resignation for good reason, the terms of Mr. Hix’s equity incentive awards are governed by the terms of the award agreements and the Company’s 2016 Omnibus Incentive Plan.

Mr. Hix also will be provided with relocation, health insurance and other benefits commensurate with those provided to the Company’s senior executives.

Agreement with Mr. Brannan

In connection with Mr. Brannan’s retirement as Senior Vice President and Chief Financial Officer, the Company entered into a part time employment agreement (the “Part Time Agreement”) to be effective following the filing of Colfax’s quarterly report for the second quarter of 2016. The following summary of the terms and conditions of the Part Time Agreement is qualified in its entirety by reference to the full text of the Part Time Agreement, which is attached hereto as Exhibit 10.1.

Mr. Brannan will continue to serve in a full time capacity to support the Chief Financial Officer transition for up to nine weeks after the effectiveness of the Part Time Agreement, during which time he will continue to be compensated at his current base salary. Following this time, he will continue as a part time non-executive employee for the following three years at an annual salary of \$100,000. Mr. Brannan and the Company have agreed that he will be paid a pro rata bonus for 2016 at his target level for the period from January 1, 2016 until commencement of his part-time service.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Part Time Employment Agreement between Colfax Corporation and Mr. Brannan
- 99.1 Colfax Corporation press release dated June 2, 2016

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: June 2, 2016

COLFAX CORPORATION

By:

/s/ C. Scott Brannan

Name: C. Scott Brannan

Title: SVP, Finance and Chief Financial Officer

EXHIBIT INDEX

- 10.1 Part Time Employment Agreement between Colfax Corporation and Mr. Brannan
- 99.1 Colfax Corporation press release dated June 2, 2016

Part-Time Employment Agreement

This agreement (the "Agreement") sets forth the terms upon which C. Scott Brannan will continue to be employed by Colfax Corporation (the "Company") as a part-time employee of the Company following his retirement as Senior Vice President of Finance, Chief Financial Officer and Treasurer, commencing on the day following the filing of the Company's Form 10-Q for the second fiscal quarter of 2016 (the "Effective Date"). All prior terms of employment under the Executive Employment Agreement dated September 21, 2010 between Mr. Brannan and the Company are hereby waived by the Company and Mr. Brannan, respectively, as of the Effective Date and the Board acknowledges that the Executive Employment Agreement will be terminated as of the Effective Date pursuant to Section 1.1(d) thereof, notwithstanding the notice requirements of that Section.

1. Employment. During the Term (as defined in Section 2 hereof), Mr. Brannan will serve the Company and will be reasonably available to perform services as reasonably requested by the Board of Directors and/or the Chief Executive Officer of the Company. Such services will include, but not be limited to, providing transition advice to the Chief Financial Officer of the Company. This employment shall be part-time and shall not exceed fifty percent (50%) of the average level of services previously provided as Chief Financial Officer of the Company. During the time that Mr. Brannan is not providing services to the Company and its affiliates, he may accept other engagements and may participate in any other activities without obtaining the Company's approval thereof; provided, however, that such other engagements and activities do not violate any Company policies or the terms of this Agreement, do not prevent or interfere with his ability to provide the services hereunder.

2. Term. The term of this Agreement will begin on the Effective Date and will end on the three-year anniversary of the Part-Time Commencement Date (as defined in Section 4) (such period, the "Term"), unless earlier terminated as provided herein.

3. Termination. This Agreement may be terminated at any time for any reason by Mr. Brannan, provided that Mr. Brannan will be required to give at least ten (10) days advance written notice of any termination during the Term. The Agreement may not be terminated by the Company prior to the end of the Term except for cause.

4. Salary. Following the Effective Date, Mr. Brannan will continue in a full-time support role for the Chief Financial Officer for up to nine weeks following the Effective Date and shall be compensated for such full-time support based on the same salary as he received as Chief Financial Officer. Upon the termination of such full-time support, upon a date to be mutually agreed by the Company and Mr. Brannan (the "Part-Time Commencement Date"), Mr. Brannan shall continue in the employment of the Company as a part-time employee pursuant to this Agreement and the Company shall pay Mr. Brannan an annual salary of \$100,000 per year for each annual period from the Part-Time Commencement Date until the three-year anniversary thereof. Further, Mr. Brannan shall be entitled to a pro-rata bonus amount, at 100% of his MIP target set for his full-

time employment as Chief Financial Officer in 2016, for the period from January 1, 2016 to the Part-Time Commencement Date, such bonus to be paid at the same time as the Company's other senior executives.

5. Confidential Information. Mr. Brannan acknowledges that during the Term he will have access to information that is treated as confidential and proprietary by the Company and its affiliates, including, without limitation, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of the Company or its affiliates, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the "Confidential Information"). Mr. Brannan agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the services hereunder. Mr. Brannan will notify the Company immediately in the event he becomes aware of any loss or disclosure of any Confidential Information. Confidential Information will not include information that (a) is or becomes generally available to the public other than through Mr. Brannan's breach of this Agreement, or (b) is communicated to Mr. Brannan by a third party that had no confidentiality obligations with respect to such information. Nothing herein will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, to a governmental agency in connection with an inquiry or investigation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. Mr. Brannan agrees in the context of a court order to provide written notice of any such order to an authorized officer of the Company sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion.

6. Amendments and Modifications. This Agreement may not be amended, modified or changed in any respect except in writing duly signed by the party against whom enforcement of such amendment, modification or change is sought.

7. Assignment. Mr. Brannan will not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Company's prior written consent. Any assignment in violation of the foregoing will be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time.

8. Section Headings. The section headings used in this Agreement are included solely for convenience and will not affect, or be used in connection with, the interpretation of this Agreement.

9. Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof.

10. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, contracts and understandings, and constitutes the entire agreement regarding services Mr. Brannan is to provide to the Company, except as provided herein

11. Governing Law. This Agreement is governed by and is to be construed, administered and enforced in accordance with the laws of the State of Maryland, without regard to conflicts of law principles. If under the governing law, any portion of this Agreement is at any time deemed to be in conflict with any applicable statute, rule, regulation, ordinance, or other principle of law, such portion shall be deemed to be modified or altered to the extent necessary to conform thereto or, if that is not possible, to be omitted from this Agreement. The invalidity of any such portion shall not affect the force, effect, and validity of the remaining portion hereof.

12. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in the City of Washington, D.C. by three arbitrators in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association in effect at the time of submission to arbitration. Judgment may be entered on the arbitrators' award in any court having jurisdiction. For purposes of entering any judgment upon an award rendered by the arbitrators, Mr. Brannan and the Company hereby consent to the jurisdiction of any or all of the following courts: (i) the United States District Court for the Fourth Circuit, (ii) any of the courts of the State of Maryland, or (iii) any other court having jurisdiction. Mr. Brannan and the Company further agree that any service of process or notice requirements in any such proceeding shall be satisfied if the rules of such court relating thereto have been substantially satisfied. Mr. Brannan and the Company hereby waive, to the fullest extent permitted by applicable law, any objection which Mr. Brannan or the Company may now or hereafter have to such jurisdiction and any defense of inconvenient forum. Mr. Brannan and the Company hereby agree that a judgment upon an award rendered by the arbitrators may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Mr. Brannan and the Company hereby agree to bear its or his own costs and expenses arising in connection with any arbitration proceeding pursuant to this Section 12. Notwithstanding any provision in this Section 12, Mr. Brannan shall be paid compensation due and owing under this Agreement during the pendency of any dispute or controversy arising under or in connection with this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be effective only upon delivery and thereafter will be deemed to be an original, and all of which will be taken to be one and the same instrument with the same effect as if each of the parties hereto had signed the same signature page.

Colfax Corporation

/s/ Matthew Trerotola

Matthew Trerotola
CEO and President

ACKNOWLEDGED AND AGREED

/s/ C. Scott Brannan

C. Scott Brannan

Colfax Names Christopher Hix Chief Financial Officer

Colfax CFO Scott Brannan Will Continue to Serve as a Part-Time Non-Executive Advisor and Will Join the Rales Family Office

ANNAPOLIS JUNCTION, MD – June 2, 2016 – Colfax Corporation (NYSE: CFX), a leading global manufacturer of gas and fluid-handling and fabrication technology products and services, today announced that Christopher Hix, who was most recently Chief Financial Officer of OM Group, Inc. and prior to that held the same role at Robbins & Myers, Inc., has been named Chief Financial Officer of Colfax. Mr. Hix will join Colfax on July 1, 2016 and will formally transition into the Chief Financial Officer role following the filing Colfax's 10-Q for the second quarter of 2016 in August. He succeeds Scott Brannan, who will assist in this transition and will continue to serve as a part-time non-executive advisor while also working for the Rales family office.

"We are very pleased to have Chris, a seasoned CFO, joining Colfax," said Matthew Trerotola, President and Chief Executive Officer of Colfax. "He brings significant expertise in global diversified industrials as well as great operational finance, corporate finance, and strategic acumen. This vital combination of skills, in addition to his passion for continuous improvement, makes Chris well suited to lead our finance function. I also want to thank Scott for his many contributions to Colfax, first as our Audit Committee chair and then as Chief Financial Officer, and I am pleased he will be assisting us during this leadership transition."

Mr. Hix said "I am very pleased to be joining Colfax and believe the Company has tremendous opportunities in front of it. I look forward to helping position it for growth, while improving operational efficiency."

Mr. Hix, age 54, most recently served as the Chief Financial Officer of OM Group, Inc., a \$1.5B, global, publically-listed diversified industrial company. Mr. Hix served within OM Group from 2012 until the company's acquisition in late 2015. Prior to this assignment, he was the Chief Financial Officer of Robbins & Myers, a \$1.0B, global publicly-listed diversified industrial company from 2006-2011. Prior to this, Mr. Hix spent 13 years in a variety of operating and financial roles of increasing responsibility within Roper Industries, a global industrial and technology company that underwent rapid growth and transitioned from private to public ownership during his tenure.

Mr. Hix holds a bachelor's degree in business administration from the University of Southern California and a master's degree in business administration from St. Mary's College of California. He also holds a certificate of public accountancy from the Commonwealth of Massachusetts.

About Colfax Corporation

Colfax Corporation is a diversified global manufacturing and engineering company that provides gas- and fluid-handling and fabrication technology products and services to commercial and governmental customers around the world under the Howden, Colfax Fluid Handling and ESAB brands. Colfax believes that its brands are among the most highly recognized in each of the markets that it serves. Colfax is traded on the NYSE under the ticker "CFX." Additional information about Colfax is available at www.colfaxcorp.com.

CAUTIONARY NOTE CONCERNING FORWARD LOOKING STATEMENTS:

This press release may contain forward-looking statements, including forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Such forward-looking statements include, but are not limited to, statements concerning Colfax's plans, objectives, expectations and intentions and other statements that are not historical or current fact. Forward-looking statements are based on Colfax's

current expectations and involve risks and uncertainties that could cause actual results to differ materially from those expressed or implied in such forward-looking statements. Factors that could cause Colfax's results to differ materially from current expectations include, but are not limited to factors detailed in Colfax's reports filed with the U.S. Securities and Exchange Commission including its 2015 Annual Report on Form 10-K under the caption "Risk Factors." In addition, these statements are based on a number of assumptions that are subject to change. This press release speaks only as of this date hereof. Colfax disclaims any duty to update the information herein.

The term "Colfax" in reference to the activities described in this press release may mean one or more of Colfax's global operating subsidiaries and/or their internal business divisions and does not necessarily indicate activities engaged in by Colfax Corporation.

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