

**DEUTSCHE BANK AG NEW YORK
BRANCH
DEUTSCHE BANK SECURITIES INC.
60 Wall Street
New York, New York 10005**

**HSBC BANK USA, N.A.
HSBC SECURITIES (USA) INC.
452 Fifth Avenue
New York, New York 10018**

September 12, 2011

Colfax Corporation
8170 Maple Lawn Blvd., Suite 180
Fulton, MD 20759
Attention: Scott Brannan

CONFIDENTIAL

Project Magna Carta
\$2,100,000,000 Senior Secured Credit Facilities
Fee Letter

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of September 12, 2011, among Colfax Corporation, a corporation organized under the laws of Delaware (the “US Borrower” or “you”), Colfax UK Holdings Ltd, a company organized under the laws of England and Wales (the “European Borrower” and, together with the US Borrower, the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), Deutsche Bank AG New York Branch (“DBNY” or “Administrative Agent”), as Administrative Agent, HSBC Bank USA, N.A. (“HSBC USA”) and Deutsche Bank Securities Inc. (“DBSI” and, together with DBNY, collectively, “DB”) and HSBC Securities (USA) Inc. (“HSBC Securities” and, together with HSBC USA, collectively, “HSBC” and together with DB, the “Agents”, “we” or “us”), as joint lead arrangers and book managers and the other parties thereto (as amended, restated, modified and/or supplemented from time to time, the “Credit Agreement”). Terms used but not defined in this letter agreement (this “Fee Letter”) shall have the meanings assigned thereto in the Credit Agreement.

Subject to the terms and conditions set forth in the Credit Agreement, (i) DBNY and HSBC USA have, severally and not jointly, committed to provide a portion of the Facilities, (ii) DBNY has agreed to act as Administrative Agent under the Credit Agreement and (iii) DBSI and HSBC Securities have each agreed to act as joint lead arrangers and book managers under the Credit Agreement. This Fee Letter will supplement the Credit Agreement by setting forth the arrangements relating to compensation for certain services rendered and to be rendered by the

Agents in connection with the Credit Agreement. Each of DBNY's and HSBC USA's commitments in respect of the Facilities, DBNY's willingness to act as Administrative Agent under the Credit Agreement and each of DBSI's and HSBC Securities' agreement to act as joint lead arrangers and book managers with respect to the Facilities are subject to your acceptance and return of this Fee Letter concurrently with the execution and delivery of the Credit Agreement.

1. Titles and Roles.

You hereby appoint (a) DBSI and HSBC Securities to act, and DBSI and HSBC Securities each hereby agree to act, as joint lead arrangers and joint book managers for the Facilities (DBSI and HSBC Securities, together in such capacity, the "Lead Arrangers") and (b) DBNY to act, and DBNY hereby agrees to act, as sole Administrative Agent for the Facilities, in each case upon the terms set forth in the Credit Agreement. Each of DBSI, DBNY and HSBC Securities will perform the duties and exercise the authority customarily performed and exercised by it in the foregoing roles. You agree that DBSI will have "left" placement in any and all marketing materials or other documentation used in connection with the Facilities and will hold the leading role and have the responsibilities conventionally associated with such "left" placement (including maintaining sole "physical books").

In connection with the syndication of the Facilities, the Lead Arrangers shall have the right (in consultation with you) to award one or more of the roles or titles described above, or such other titles as may be determined by the Lead Arrangers, to one or more other Lenders or affiliates thereof, in each case as determined by the Lead Arrangers in their sole discretion. You agree that, except as contemplated above, no other agents, co-agents or arrangers will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated by this Fee Letter and the Credit Agreement) will be paid in connection with the Facilities unless you and we shall so agree. Furthermore, you acknowledge and agree that you shall, and shall cause the other Loan Parties to, enter into such amendments to the Credit Agreement and other Loan Documents satisfactory to the Lead Arrangers as may be reasonably requested by the Lead Arrangers to effectuate the provisions of this paragraph.

2. Fees.

As consideration for (i) the commitments and agreements under the Credit Agreement with respect to the Facilities, (ii) DBNY's agreement to act as Administrative Agent and perform the services of Administrative Agent as contemplated by the Credit Agreement and (iii) each of DBSI's and HSBC Securities' agreement to act as a Lead Arranger, you hereby agree to pay (or cause to be paid) the following non-refundable amounts:

(a) an underwriting fee (the "Underwriting Fee") equal to (i), if Parent shall have received on the Closing Date the Minimum Rating Condition, 1.75% or (ii), if the Minimum Rating Condition has not been obtained on the Closing Date, 2.00%, in each case, of the greater of (x) \$2,100.0 million and (y) the total principal amount of the Facilities provided pursuant to the Credit Agreement on the Closing Date [REDACTED], with 66.67% of the Underwriting Fee earned by, and payable to, DBSI on the Closing Date and with 33.33% of the Underwriting Fee earned by, and payable to, HSBC Securities on the Closing Date;

(b) an annual agent's administration fee of \$100,000, which fee shall be payable annually in advance to the Administrative Agent (i) on the Closing Date in respect of the first year of the Credit Agreement and (ii) on each successive anniversary thereof until the termination of all commitments under the Credit Agreement and the repayment in full of all Obligations thereunder;

(c) if you, or any other person or entity controlled by you, consummates at any time within one year after the date hereof, the Transaction, or a transaction substantially similar to the Transaction, or a merger or consolidation or acquisition of all or a substantial part of the assets of the Target Group (or any subsidiary or holding company thereof), but do, or does, not borrow under the Credit Agreement or another loan agreement arranged by the Lead Arrangers at the time of the consummation thereof (any such transaction, an "Alternate Bank Transaction"), a non-refundable fee equal to 50% of the Underwriting Fee described above (the "Alternate Transaction Fee"), which fee shall be due and payable to the Lead Arrangers at the time of consummation of such Alternate Bank Transaction, with 66.67% of the Alternate Transaction Fee to be paid to DBSI and 33.33% of the Alternate Transaction Fee to be paid to HSBC Securities, it being understood the payment to the Lead Arrangers of the full amount owing under this clause (c), if any, shall discharge you from your obligations under clauses (a) and (b) of this Section 2 and such payment shall terminate (to the extent not theretofore terminated) DBNY's and HSBC USA's respective commitments under the Facilities pursuant to the Credit Agreement; provided however, that such non-refundable fee will not be payable to a Lead Arranger if such Lead Arranger declines to provide its portion of the Facilities on the terms set forth in the Credit Agreement (as the same may be modified pursuant to the "market flex" provisions of Section 3 of this Fee Letter below); and

(d) ticking fees equal to:

(1) (x) after the 90th day after the date hereof and prior to the 121st day after the date hereof, at a rate per annum equal to 50% of the Eurocurrency Rate Spread (as defined below) from time to time in effect with respect to Term A-1 Loans and (y) after the 120th day after the date hereof, at a rate per annum equal to the Eurocurrency Rate Spread from time to time in effect with respect to Term A-1 Loans, in each case, of the total amount of the Term A-1 Facility commitments from time to time provided pursuant to the Credit Agreement, commencing on 91st day after the date hereof to and including the earlier of (i) the Closing Date and (ii) such earlier date as all commitments under the Term A-1 Facility pursuant to the Credit Agreement are terminated or expire, with 66.67% of such ticking fee earned by, and payable to, DBSI (for its own account) and 33.33% of such ticking fee earned by, and payable to, HSBC Securities (for its own account), in each case, on (aa) the last business day of each calendar quarter ending after the 90th day after the date hereof and (bb) such earlier date (with calculations of the ticking fee pursuant to this clause (d)(1) to be based on a 360-day year and the actual days elapsed);

(2) (x) after the 90th day after the date hereof and prior to the 121st day after the date hereof, at a rate per annum equal to 50% of the Eurocurrency Rate Spread (as defined below) from time to time in effect with respect to Term A-2 Loans and (y) after the 120th day after the date hereof, at a rate per annum equal to the Eurocurrency Rate Spread from time to time in effect with respect to Term A-2 Loans, in each case, of the total amount of the Term A-2 Facility commitments from time to time provided pursuant to the Credit Agreement, commencing on 91st

day after the date hereof to and including the earlier of (i) the Closing Date and (ii) such earlier date as all commitments under the Term A-2 Facility pursuant to the Credit Agreement are terminated or expire, with 66.67% of such ticking fee earned by, and payable to, DBSI (for its own account) and 33.33% of such ticking fee earned by, and payable to, HSBC Securities (for its own account), in each case, on (aa) the last business day of each calendar quarter ending after the 90th day after the date hereof and (bb) such earlier date (with calculations of the ticking fee pursuant to this clause (d)(2) to based on a 360-day year and the actual days elapsed);

(3) (x) after the 90th day after the date hereof and prior to the 121st day after the date hereof, at a rate per annum equal to 50% of the Eurocurrency Rate Spread from time to time in effect with respect to Term B Loans and (y) after the 120th day after the date hereof, at a rate per annum equal to the Eurocurrency Rate Spread from time to time in effect with respect to Term B Loans, in each case, of the total amount of the Term B Facility commitments from time to time provided pursuant to the Credit Agreement, commencing on 91st day after the date hereof to and including the earlier of (i) the Closing Date and (ii) such earlier date as all commitments under the Term B Facility pursuant to the Credit Agreement are terminated or expire, with 66.67% of such ticking fee earned by, and payable to, DBSI (for its own account) and 33.33% of such ticking fee earned by, and payable to, HSBC Securities (for its own account), in each case, on (aa) the last business day of each calendar quarter ending after the 90th day after the date hereof and (bb) such earlier date (with calculations of the ticking fee pursuant to this clause (d)(3) to based on a 360-day year and the actual days elapsed); and

(4) (x) after the 90th day after the date hereof and prior to the 121st day after the date hereof, at a rate per annum equal to 50% of the Eurocurrency Rate Spread from time to time in effect with respect to the Multicurrency RCF Loans and (y) after the 120th day after the date hereof, at a rate per annum equal to the Eurocurrency Rate Spread from time to time in effect with respect to the Multicurrency RCF Loans, in each case, of the total amount of the Multicurrency Revolving Credit Facility commitments from time to time provided pursuant to the Credit Agreement, commencing on 91st day after the date hereof to and including the earlier of (i) the Closing Date and (ii) such earlier date as all commitments under the Multicurrency Revolving Credit Facility are terminated or expire, with 66.67% of such ticking fee earned by, and payable to, DBSI (for its own account) and 33.33% of such ticking fee earned by, and payable to, HSBC Securities (for its own account), in each case, on (aa) the last business day of each calendar quarter ending after the 90th day after the date hereof and (bb) such earlier date (with calculations of the ticking fee pursuant to this clause (d)(4) to based on a 360-day year and the actual days elapsed).

(5) (x) after the 90th day after the date hereof and prior to the 121st day after the date hereof, at a rate per annum equal to 50% of the Eurocurrency Rate Spread from time to time in effect with respect to the US Dollar RCF Loans and (y) after the 120th day after the date hereof, at a rate per annum equal to the Eurocurrency Rate Spread from time to time in effect with respect to the US Dollar RCF Loans, in each case, of the total amount of the US Dollar Revolving Credit Facility commitments from time to time provided pursuant to the Credit Agreement, commencing on 91st day after the date hereof to and including the earlier of (i) the Closing Date and (ii) such earlier date as all commitments under the US Dollar Revolving Credit Facility are terminated or expire, with 66.67% of such ticking fee earned by, and payable to, DBSI (for its own account) and 33.33% of such ticking fee earned by, and payable to, HSBC

Securities (for its own account), in each case, on (aa) the last business day of each calendar quarter ending after the 90th day after the date hereof and (bb) such earlier date (with calculations of the ticking fee pursuant to this clause (d)(5) to based on a 360-day year and the actual days elapsed).

In addition to the above, you hereby agree:

(i) the Term A Loans will be net funded with an original issue discount of 1.00% of the aggregate principal amount thereof on the Closing Date; provided that such discount to par of Term A Loans may, at the election of the Lead Arrangers, be taken in the form of an upfront fee equal to 1.00% of the aggregate principal amount of all Term A Loans funded on the Closing Date, with 66.67% of such fee earned by, and payable to, DBSI (for its own account) on the Closing Date and 33.33% of such fee earned by, and payable, to HSBC Securities (for its own account) on the Closing Date;

(ii) the Term B Loans [REDACTED] will be net funded with an original issue discount of 2.00% of the aggregate principal amount thereof on the Closing Date; provided that such discount to par of Term B Loans may, at the election of the Lead Arrangers, be taken in the form of an upfront fee equal to 2.00% of the aggregate principal amount of all Term B Loans funded on the Closing Date, with 66.67% of such fee earned by, and payable to, DBSI (for its own account) on the Closing Date and 33.33% of such fee earned by, and payable, to HSBC Securities (for its own account) on the Closing Date; and

(iii) to pay (or cause to be paid) an upfront fee equal to 1.00% of the total commitments with respect to the Revolving Credit Facilities on the Closing Date, with 66.67% of such fee earned by, and payable to, DBSI (for its own account) on the Closing Date and 33.33% of such fee earned by, and payable, to HSBC Securities (for its own account) on the Closing Date.

For the purposes of this Section 2, (x) “Eurocurrency Rate Spread” shall mean the Applicable Rate in respect of Eurocurrency Loans after giving effect to any increases in such interest rate margin or spread pursuant to clause (i) of the first sentence of Section 3 and (y) “Term A Loans” shall mean Term A-1 Loans and Term A-2 Loans.

3. Market Flex.

[REDACTED]

4. Syndication.

We reserve the right to syndicate all or a portion of our commitments with respect to the Facilities to a group of Lenders identified by us (in consultation with you and subject to your consent rights set forth in Section 11.06 of the Credit Agreement) pursuant to a syndication to be managed exclusively by the Lead Arrangers to Persons permitted to be Lenders pursuant to Section 11.06 of the Credit Agreement. All aspects of the syndication of the Facilities, including, without limitation, timing, potential syndicate members to be approached, titles,

allocations and division of fees, shall be determined by (and coordinated through) the Lead Arrangers in consultation with you.

We intend to commence our syndication efforts with respect to the Facilities promptly upon the occurrence of the Effective Date, and you agree actively to assist us in completing a syndication until the earlier of (i) [REDACTED] after the Closing Date and (ii) the date on which a Successful Syndication of the Facilities occurs. Such assistance shall include (a) your using commercially reasonable efforts to ensure that any syndication efforts benefit materially from your and the Target Group's existing lending and investment banking relationships, (b) direct contact between senior management, representatives and advisors of you (and your using commercially reasonable efforts to cause direct contact between senior management, representatives and advisors of the Target Group), on the one hand and the proposed Lenders and rating agencies identified by the Lead Arrangers on the other hand, at times and places reasonably requested by the Lead Arrangers, (c) assistance by you (and your using commercially reasonable efforts to cause the assistance by the Target Group) in the prompt preparation of a customary confidential information memorandum for the Facilities and other customary marketing materials and information reasonably deemed necessary by the Lead Arrangers to complete a successful syndication (collectively, the "Information Materials") for delivery to potential syndicate members and participants, including, without limitation, estimates, forecasts, projections and other forward-looking financial information regarding the future performance of Parent and its subsidiaries (collectively, the "Projections"), (d) the hosting, with the Lead Arrangers, of one or more meetings with prospective Lenders at reasonable dates, times and locations, (e) prior to the earlier of (i) [REDACTED] after the Closing Date and (ii) the date on which a Successful Syndication of the Facilities occurs, your ensuring that there will not be any announcement, offering, placement or arrangement of competing issues of debt securities or syndicated credit facilities of, or on behalf of, you or any of your subsidiaries (other than the Facilities) if such debt securities or syndicated credit facilities would reasonably be expected to, in the judgment of the Lead Arrangers, materially impair the primary syndication of the Facilities, and (f) your using commercially reasonable efforts to obtain, prior to the launch of the syndication of the Facilities, (i) ratings for the Facilities from each of S&P and Moody's and (ii) an updated public corporate rating and public corporate family rating, as applicable, in each case, from S&P and Moody's after giving effect to the Transaction, respectively; provided that, in each case, such assistance shall be subject to the requirements of the City Code. You agree to use commercially reasonable efforts to meet with each of S&P and Moody's promptly and no later than September 30, 2011 using the Rating Evaluation Service in the case of S&P and Rating Assessment Service in the case of Moody's requesting an expedited preliminary rating indication (the "Preliminary Rating Indication") for the Facilities as soon as practical thereafter (the "Preliminary Rating Indication Requirement"). You agree that each document to be disseminated by the Lead Arrangers (or any other Agent) to any Lender in connection with the Facilities will, at the request of the Lead Arrangers, be identified by you as either (i) containing information that is either (A) publicly available or (B) not material with respect to Parent or its Subsidiaries or the Target Group or any of their respective securities for purposes of applicable foreign, United States Federal and state securities laws (all such information and documentation being "Public Lender Information" and with any information and documentation that is not Public Lender Information being referred to herein as "Private Lender Information") or (ii) containing solely Private Lender Information. You acknowledge that the following documents will contain solely Public Lender Information: (i) the Credit Agreement and other

Loan Documents; (ii) administrative materials prepared by the Lead Arrangers for potential Lenders (e.g. a lender meeting invitation, allocation and/or funding and closing memoranda); and (iii) notification of changes in the terms of the Facilities. Notwithstanding anything to the contrary contained in this Fee Letter (but without limiting your obligation to assist in our syndication efforts as set forth above), neither the commencement nor the completion of the syndication of the Facilities nor the obtaining of ratings shall constitute a condition precedent to the availability and initial funding of the Facilities on the Closing Date or any time thereafter. You also acknowledge and agree that any failure to materially comply with the terms of this Section 4, if such failure shall remain unremedied for 3 Business Days after written notice thereof shall have been given to you by the Arrangers, shall constitute an immediate Event of Default under and pursuant to the Credit Agreement.

5. Absence of Fiduciary Relationship; Affiliate Activities.

You acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and us is intended to be or has been created in respect of any of the transactions contemplated by this Fee Letter, irrespective of whether we or our affiliates have advised or are advising you on other matters, (b) we, on the one hand, and you, on the other hand, have an arms-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on our part, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Fee Letter, (d) you have been advised that we and our affiliates are engaged in a broad range of transactions that may involve interests that differ from your interests and that we and our affiliates have no obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship, and (e) you waive, to the fullest extent permitted by law, any claims you may have against us or our affiliates for breach of fiduciary duty or alleged breach of fiduciary duty and agree that we and our affiliates shall have no liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors. Further, please note that one of more of DB and its affiliates have been retained by you and your subsidiaries as their financial advisor (each of DB and its affiliates in such capacities, collectively, the “Financial Advisor”) in each case in connection with the Acquisition. You agree to each such retention, and further agree not to assert any claim that may be alleged based on any actual or potential conflicts of interest that may be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor and, on the other hand, the relationships of each of DB and its affiliates with you and your subsidiaries as described and referred to herein.

You further acknowledge that each of DBSI and HSBC Securities is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, DBSI, HSBC Securities or their respective affiliates may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, you, the Borrowers, the Target Group and your and their respective subsidiaries and other companies with which you, the Target Group or the Borrowers or their subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by DBSI, HSBC Securities, any of their respective affiliates or any

of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

In addition, you acknowledge that the Lead Arrangers do not provide accounting, tax or legal advice to you.

6. Confidentiality.

This Fee Letter is delivered to you on the understanding that neither this Fee Letter nor any of their terms or substance shall be disclosed, directly or indirectly, by you to any other person or entity except (a) to your respective affiliates', officers, directors, employees, attorneys, accountants and advisors who are directly involved in the consideration of this matter and on a confidential and need-to-know basis or (b) as required by applicable law or compulsory legal process or as required by the Takeover Panel in accordance with the requirements of the City Code or in connection with any pending legal proceeding (in which case you agree, to the extent permitted by applicable law, to inform us promptly thereof) or regulatory review; provided that (i) you may disclose the "market flex" provisions of this Fee Letter (subject to redactions satisfactory to the Agents) to the Target Group, its affiliates and their respective officers, directors, employees, attorneys, accountants and advisors, in each case who are directly involved in the consideration of this matter and on a confidential and need-to-know basis and (ii) you may also disclose the existence of this Fee Letter and the contents thereof as part of a generic disclosure of aggregate sources and uses to the extent customary or required in marketing materials, any proxy statement or other public filing.

7. Assignments; Etc.

This Fee Letter (and your rights and obligations hereunder and thereunder) shall not be assignable by you without the prior written consent of each Agent (and any attempted assignment without such consent shall be null and void), are intended to be solely for the benefit of the parties hereto and thereto, are not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and thereto and may not be relied upon by any person or entity other than you. Any and all obligations of, and services to be provided by, any Agent hereunder may be performed, and any and all rights of any Agent hereunder may be exercised, by or through any of its affiliates or branches.

8. Amendments; Governing Law; Etc.

This Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. **THIS FEE LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF, TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION).** This Fee Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by facsimile (or other electronic) transmission shall be

effective as delivery of a manually executed counterpart of this Fee Letter. Section headings used herein are for convenience of reference only, are not part of this Fee Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Fee Letter.

9. Jurisdiction; Waiver of Jury Trial.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the County of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Fee Letter or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding may be heard and determined only in such courts located within New York County, provided, however, that each Agent shall be entitled to assert jurisdiction over you and your property in any court in which jurisdiction may be laid over you or your property, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Fee Letter or the transactions contemplated hereby or thereby in any New York State or Federal court, as the case may be, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail or overnight courier addressed to you at the address above shall be effective service of process against you for any suit, action or proceeding brought in any such court. **EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, SUIT, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.**

10. Surviving Provisions.

The provisions of Sections 2(c), 2(d), 5, 6, 8, 9, 10 and 11 of this Fee Letter shall remain in full force, notwithstanding the termination of this Fee Letter or the Credit Agreement and our agreements to perform the agency services contemplated thereby.

11. General.

All fees payable pursuant to this Fee Letter (i) are in addition to and not creditable against any other fee payable to any Agent and/or any of their respective affiliates (including fees payable pursuant to any other agreements or for acting in any other capacities), (ii) are, once paid, not refundable under any circumstances, (iii) are in addition to any cash reimbursement required to be paid to the Agents pursuant to the Credit Agreement for their out-of-pocket fees and expenses incurred in respect of the Transaction, (iv) shall be retained and/or distributed by each Agent in such manner as it determines in its sole discretion, (v) will not be subject to counterclaim or set-off for, or be otherwise affected by, any claim or dispute relating to any other matter and (vi) shall be made to the applicable Agent without deduction or withholding for or on

account of any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature and all liabilities with respect thereto unless required by law, in which case such payments shall be increased so that the net amounts received by such Agent after such withholding or deduction equal the amounts that would have been received if no withholding or deduction had been made. All fees payable hereunder and under the Credit Agreement will be paid in U.S. dollars and in immediately available funds.

It is understood that this Fee Letter shall not constitute or give rise to any obligation on the part of the Agents to provide or arrange any financing; such an obligation will arise only under the Credit Agreement.

[Remainder of this page intentionally left blank]

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Letter shall become a binding agreement between us.

Very truly yours,

DEUTSCHE BANK AG NEW YORK BRANCH

By: _____

Name:

Title:

By: _____

Name:

Title:

DEUTSCHE BANK SECURITIES INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

HSBC BANK USA, N.A.

By: _____

Name:

Title:

HSBC SECURITIES (USA) INC.

By: _____

Name:

Title:

Accepted and agreed to as of
the date first above written:

COLFAX CORPORATION

By: _____
Name:
Title: