

Company Number: 00472621

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN SPECIAL RESOLUTIONS

of

HOWDEN GROUP LIMITED (the Company)

(passed on 7th March 2013)

MONDAY



In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company proposed the following resolutions be passed as special resolutions:

SPECIAL RESOLUTIONS

- 1 **THAT** the Company enters into the following documents relating to the Credit Agreement, the HSBC L/C Facility Agreement and the Scotiabank L/C Facility Agreement (each term as defined below).
 - (a) the second amendment (the **Second Amendment Agreement**) to the \$2,100,000,000 multicurrency term and revolving facilities credit agreement dated 12 September 2011, as amended by a first amendment to the credit agreement dated 13 January 2012 (the **Credit Agreement**) in a final execution form, together with such amendments to the draft as an Attorney executing the Second Amendment Agreement approves;
 - (b) the amendment and restatement of the letter of credit facility agreement dated as of 13 January 2012 between, inter alios, HSBC Bank USA, National Association (**HSBC**) and Colfax Corporation (such agreement, together with the letter of credit facility represented by (A) the amended and restated line letter agreement dated as of 13 January 2012 between Colfax Corporation, Colfax UK Holdings Ltd. (the Purchaser) and HSBC and (B) the related amended and restated reimbursement agreement, dated as of 13 January 2012 between Colfax Corporation, the Purchaser and HSBC (in each case, as amended, supplemented, novated or restated from time to time, and together the **HSBC L/C Facility Agreement**), and/or certain documents regarding the accession of the Company to the amended form of the HSBC L/C Facility Agreement, including without limitation a joinder agreement to the amended form of the HSBC L/C Facility Agreement in each case between, among others, the Company and HSBC (**HSBC L/C Facility Amendment Agreement**) in a final execution form, together with such amendments to the draft as an Attorney executing the HSBC L/C Facility Amendment Agreement approves,
 - (c) the amendment and/or restatement of the guarantee and letter of credit facility with The Bank of Nova Scotia (Scotiabank) represented by (A) a guarantee and letter of credit facility letter dated as of 13 January 2012 between Colfax Corporation, the Purchaser and Scotiabank and (B) a reimbursement agreement, dated as of 13 January 2012 between Colfax Corporation, the Purchaser, the Guarantors party thereto and Scotiabank (in each case, be amended, supplemented, novated or restated from time to time, and together the **Scotiabank L/C Facility Agreement**), and/or certain documents regarding the accession of

the Company to the amended form of the Scotiabank L/C Facility Agreement, including without limitation a joinder agreement to the amended form of the Scotiabank L/C Facility Agreement in each case between, among others, the Company and Scotiabank (**Scotiabank L/C Facility Amendment Agreement**) in a final execution form, together with such amendments to the draft as an Attorney executing the Scotiabank L/C Facility Amendment Agreement approves, and

- (d) a power of attorney to be granted by the Company in favour of Mark Paul Lehman and Charles Scott Brauman,

the documents at paragraph (a) to (d) above being the **Amendment Documents**

- 2 **THAT** the execution, delivery and performance by the Company of its obligations under the Amendment Documents and any related documents are hereby approved.
- 3. **THAT** the Company may enter into any future transactions to incur debt and/or guarantee the debt of the Colfax UK Holdings Ltd group and/or any member of the Colfax Corporation group as contemplated under the Credit Agreement
- 4 **THAT** the directors have authority to approve the terms of, and the transactions contemplated by, any document under which any Future Debt is or will be incurred and/or guaranteed and any related document (each a **Future Debt Document**)
- 5 **THAT** the incurring and/or guaranteeing by the Company of Future Debt is in the best interests of the Company's business and will promote the success of the Company for the benefit of its members as a whole
- 6. **THAT** the directors have authority to approve the terms of, and the transactions contemplated by, the Amendment Documents and any related document.
- 7 **THAT** the entry by the Company into the proposed transactions substantially on the terms set out in the Amendment Documents (including the giving of any guarantee and security) is in the best interests of the Company's business and will promote the success of the Company for the benefit of its members as a whole.
- 8. **THAT** a director of the Company may have an interest by virtue of being a director or officer of, or employed by, or otherwise interested (including by the holding of shares) in any Relevant Company (as defined below), and no authorisation by the board of directors of the Company shall be required in respect of any such interest

For the purpose of this resolution, **Relevant Company means**

- (i) the Company;
- (ii) any subsidiary undertaking of the Company,
- (iii) any parent undertaking of the Company or a subsidiary undertaking of any such parent undertaking;
- (iv) any body corporate promoted by the Company; and
- (v) any body corporate in which the Company is otherwise directly or indirectly interested,

and 'subsidiary undertaking' and 'parent undertaking' shall be construed in accordance with sections 1161 and 1162 of the Companies Act 2006

9. **THAT** the directors of the Company authorise any matter that may constitute or give rise to a situation in which a director of the Company has or can have a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company for the purposes of section 175 of the Companies Act 2006, and specifically that Mark Paul Lehman and Andrew Stockwell are authorised to vote and form part of the quorum at a meeting of the board of directors.

10. **THAT**

- (a) any director or any individual authorised under the power of attorney described in paragraph 1(d) above (each an Attorney and together the Attorneys), acting individually or jointly, is authorised to:
 - (i) agree any amendments and/or restatements to the Credit Agreement, the HSBC L/C Facility Agreement, the Scotiabank L/C Facility Agreement and the Amendment Documents;
 - (ii) agree the terms of any related document, and
 - (iii) sign on behalf of the Company the Amendment Documents or any related document;
- (b) the execution of any Amendment Documents or related document as a deed be authorised and that this be effected by any director or Attorney signing that document in the presence of a witness or by any two authorised signatories on behalf of the Company; and
- (c) any director or any Attorney, acting individually or jointly, is authorised to:
 - (i) sign any other document, certificate or notice to be sent by the Company in connection with the Credit Agreement, the HSBC L/C Facility Agreement, the Scotiabank L/C Facility Agreement, the Amendment Documents or any related document; and
 - (ii) take any other action necessary or desirable in connection with the transactions contemplated by the Credit Agreement, the HSBC L/C Facility Agreement, the Scotiabank L/C Facility Agreement, the Amendment Documents or any related document

11. **THAT**

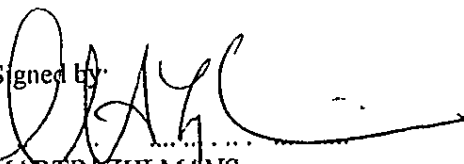
- (a) the Company may enter into any Future Debt Document;
- (b) any director or any Attorney, acting individually or jointly, is authorised to:
 - (i) agree the terms of Future Debt Document,
 - (ii) sign on behalf of the Company any Future Debt Document,
- (c) the execution of any Future Debt Document as a deed be authorised and that this be effected by any director or Attorney signing that document in the presence of a witness or by any two authorised signatories signing on behalf of the Company; and
- (d) any director or any Attorney, acting individually or jointly, is authorised to:

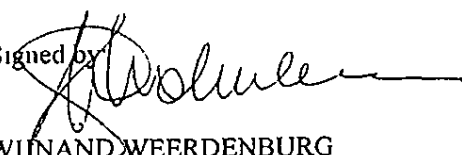
- (i) sign any other document, certificate or notice to be sent by the Company in connection with any Future Debt Document, and
- (ii) take any other action necessary or desirable in connection with the transactions contemplated by any Future Debt Document.

12. **THAT** these resolutions have effect notwithstanding any provision of the Company's articles of association

Agreement of eligible members

The undersigned being eligible members on 7 March 2013 (the **circulation date**) irrevocably agrees to the resolutions set out above

Signed by 
MARTIN ZIJLMANS
For HE Deutschland Holdings GmbH
Date 7/3/2013

Signed by 
WINAND WEERDENBURG
For Howden UK BV
Date 7/3/2013

Eligible members must signify their agreement to the proposed resolutions as follows. (i) by hand, by delivering a signed copy to Rita Herring, Colfax Corporation, 8170 Maple Lawn Blvd , Suite 180, Fulton, MD 20759, United States of America, or (ii) by post, by sending a signed copy to Rita Herring, Colfax Corporation, 8170 Maple Lawn Blvd , Suite 180, Fulton, MD 20759, United States of America or (iii) by e-mail, by sending a scanned signed copy of the resolutions to Rita Herring at rita.herring@colfaxcorp.com. Eligible members must signify their agreement to the proposed resolutions within the period of 28 days from and including the circulation date. However, eligible members who do not agree with the proposed resolutions do not need to reply. Once eligible members have signified their agreement to the proposed resolutions, their agreement may not be revoked. The proposed resolutions will lapse if they are not passed by the end of that 28 day period.