
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTIONS 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported) May 24, 2017

Entegris, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of Incorporation or Organization)

001-32598

(Commission
File Number)

129 Concord Road, Billerica, MA

(Address of principal executive offices)

41-1941551

(I.R.S. Employer
Identification No.)

01821

(Zip Code)

(978) 436-6500

(Registrant's telephone number, including area code)

N/A

(Former Name or 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:

- ☐ 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b2 of the Securities Exchange Act of 1934 (§240.12b2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

(e) As described in Item 5.07 below, Entegris, Inc. (the “Company”) held its 2017 Annual Meeting of Stockholders (the “Annual Meeting”) on May 24, 2017. At the Annual Meeting, the Company’s stockholders approved the Second Amended and Restated Entegris Incentive Plan (the “Plan”) to increase the maximum total dollar value of any performance-based cash awards or other cash-based awards that can be paid to any participant in a single fiscal year from \$1,000,000 to \$3,000,000. The Plan had previously been approved, subject to stockholder approval, by the Board of Directors of the Company.

The terms and conditions of the Plan are described in the Company’s Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on April 14, 2017 (the “Proxy Statement”), under “Proposal 5 - Approval of the Second Amended and Restated Entegris Incentive Plan”. The Company provided the Plan to stockholders of the Company as Appendix A to the Proxy Statement.

The foregoing description of the Plan does not purport to be complete and is qualified in its entirety by reference to the full text of the Plan, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

On May 24, 2017, the Company held its Annual Meeting. As of the record date for the Annual Meeting, April 7, 2017, 141,704,104 shares of the Company’s Common Stock were issued and outstanding and entitled to vote on the matters presented at the Annual Meeting. Holders of 135,041,925 shares of the Company’s Common Stock, or 95.29% of the outstanding shares entitled to be cast at the Annual Meeting, which constituted a quorum, were represented at the Annual Meeting in person or by proxy. The following proposals, which were described in the Proxy Statement, were voted upon and approved at the Annual Meeting:

1. To elect the following eight persons as directors to serve until the 2018 Annual Meeting of Stockholders:

NOMINEE	VOTES FOR	VOTES AGAINST	VOTES ABSTAINED	BROKER NON-VOTES
Michael A. Bradley	114,108,142	13,782,248	24,227	7,127,308
R. Nicholas Burns	124,004,620	3,887,560	22,437	7,127,308
Daniel W. Christman	114,059,723	13,831,135	23,759	7,127,308
James F. Gentilcore	127,340,853	550,309	23,455	7,127,308
James P. Lederer	127,311,691	579,454	23,472	7,127,308
Bertrand Loy	124,942,659	2,950,233	21,725	7,127,308
Paul L.H. Olson	124,272,636	3,620,277	21,704	7,127,308
Brian F. Sullivan	114,061,358	13,821,605	21,654	7,127,308

2. To ratify the appointment of KPMG LLP as the Company’s independent registered public accounting firm for 2017:

VOTES FOR	VOTES AGAINST	VOTES ABSTAINED
117,892,575	17,120,316	29,034

3. To approve, on an advisory basis, the Company's Executive Compensation:

VOTES FOR	VOTES AGAINST	VOTES ABSTAINED	BROKER NON-VOTES
125,186,655	2,696,523	31,439	7,127,308

4. To approve, on an advisory basis, the preferred frequency of future stockholder advisory votes on the Company's Executive Compensation:

1 YEAR	2 YEARS	3 YEARS	VOTES ABSTAINED
113,806,039	39,705	14,057,942	10,931

In light of the outcome of such vote, the Company has determined to submit the advisory vote on Executive Compensation to shareholders on an annual basis until the next required vote on the frequency of stockholder votes on the Company's Executive Compensation.

5. To approve the Second Amended and Restated Entegris Incentive Plan:

VOTES FOR	VOTES AGAINST	VOTES ABSTAINED	BROKER NON-VOTES
114,279,827	13,606,170	28,620	7,127,308

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

**Exhibit
No.**

Description

10.1	Second Amended and Restated Entegris Incentive Plan
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SIGNATURE

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 thereunto duly authorized.

ENTEGRIS, INC.

Dated: May 24, 2017

By: /s/ Sue Lee

Name: Sue Lee

Title: Senior Vice President and General Counsel

EXHIBIT INDEX

**Exhibit
No.**

Description

10.1	Second Amended and Restated Entegris Incentive Plan
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ENTEGRIS, INC.
SECOND AMENDED AND RESTATED
ENTEGRIS INCENTIVE PLAN

Article 1. Purpose

The purpose of the Entegris Incentive Plan (“EIP”) is to motivate, incent and retain key senior managers and employees of Entegris, Inc. (the “Company”). It is designed to link the variable cash compensation of employees primarily to the financial performance of the Company but also, in the case of senior managers, to individual achievement.

Article 2. Administration

The EIP shall be administered by the Management Development and Compensation Committee (the “Committee”) of the Board of Directors. The Committee shall have the authority to adopt, amend and rescind rules and regulations for the administration of the EIP and for its own acts and proceedings and to decide all questions and settle all controversies and disputes which may arise in connection with the EIP. Without limiting the foregoing, the Committee in its sole discretion may increase, decrease or eliminate any award payment hereunder. All decisions, determinations and interpretations of the Committee shall be final and binding upon all parties concerned.

The Committee shall approve all awards under the EIP. In the case of the CEO, and senior executives reporting directly to the CEO, each award shall be approved individually. In all other cases, the Committee may approve awards individually or in the aggregate, at its discretion.

Article 3. Participants

Management shall, from time to time, propose to the Committee the employees to be eligible (the “Participants”) or no longer eligible for awards under the EIP. The Committee may approve (or disapprove) those employees individually or by guideline.

Current Participants are listed in **Appendix A**.

Article 4. Awards

4.1. Management shall propose to the Committee one or more formulae by which to calculate the awards to be made to Participants. Typically these formulae will be designed to provide for awards which will be based in part on overall corporate financial performance, business unit, function or geographic performance (where applicable) and individual performance. The Committee, however, shall be free to fashion awards under this EIP which, in its opinion, best achieve its Purpose. The Committee shall have authority, consistent with the EIP, to establish the periods during which awards may be earned, to determine the size and terms of the awards to be made to each Participant, to determine the time when awards will be made, and to prescribe the form of payment for awards.

4.2. This Section 4.2 applies to any performance award under the EIP (“Performance Award”) intended to qualify as performance based for the purposes of Section 162(m) of the Internal Revenue Code (“Section 162(m)"). In the case of any Performance Award to which this Section 4.2 applies, the EIP and such Award will be construed to the maximum extent permitted by law in a manner consistent with qualifying the Award for such exception. With respect to such Performance Awards, the Committee will pre-establish, in writing, one or more specific Performance Criteria no later than 90 days after the commencement of the period of service to which the performance relates (or at such earlier time as is required to qualify the Award as performancebased under Section 162(m)). Prior to grant or payment of the Performance Award, as the case may be, the Committee will certify whether the applicable Performance Criteria have been attained and such determination will be final and conclusive. No Performance Award to which this Section 4.2 applies may be granted after the first meeting of the stockholders of the Company held in 2013 until the listed performance measures set forth in the definition of “Performance Criteria” (as such definition

may be amended from time to time) have been resubmitted to and reapproved by the stockholders of the Company in accordance with the requirements of Section 162(m), unless such grant is made contingent upon such approval. For purposes of this Section 4.2, the term “Performance Criteria” means specified criteria, other than the mere continuation of employment or the mere passage of time, the satisfaction of which is a condition for the payout of an Award. For purposes of Awards that are intended to qualify for the performancebased compensation exception under Section 162(m), a Performance Criterion will mean an objectively determinable measure of performance relating to any or any combination of the following (measured either absolutely or by reference to an index or indices and determined either on a consolidated basis or, as the context permits, on a divisional, subsidiary, line of business, project or geographical basis or in combinations thereof):

Net income or improvement in net income;

Adjusted net income or improvement in adjusted net income;

Earnings per share or improvement in earnings per share;

Net sales growth or improvement in net sales growth;

Cash flow;

Gross margin;

Operating margin;

Earnings before interest and taxes, EBITDA;

Stock price;

Return on assets or net assets;

Operating income or improvement in operating income;

Return on capital employed;

Return on assets or net assets,

Return on invested capital

Return on equity and return on adjusted equity;

Reductions in certain asset or cost categories; and

Comparisons with other peer companies or industry groups or classifications with regard to one or more of the foregoing criteria.

A Performance Criterion and any targets with respect thereto determined by the Committee need not be based upon an increase, a positive or improved result or avoidance of loss. To the extent consistent with the requirements for satisfying the performancebased compensation exception under Section 162(m), the Committee may provide in the case of any Award intended to qualify for such exception that one or more of the Performance Criteria applicable to such Award will be adjusted in an objectively determinable manner to reflect events (for example, but without limitation, acquisitions or dispositions) occurring during the performance period that affect the applicable Performance Criterion or Criteria.

4.3. No more than \$3,000,000 may be paid to any individual in any fiscal year of the Company under the EIP.

4.4. The specific award metrics and award formulae for each year shall be attached as Appendix B to the EIP.

General Terms and Conditions

No Employment Contract. The EIP does not, directly or indirectly, create in any employee or class of employees any right with respect to continuation of employment by the company, and it shall not be deemed to interfere in any way with the company’s right to terminate, or otherwise modify, an employee’s employment at any time. No employee shall have a right to be selected as a Participant for any year nor,

having been selected a Participant in the EIP for one year, to be a Participant in any other year. Neither the EIP nor any award thereunder shall be an element of damages in any claim based upon discharge in violation of a contract unless the contract in question shall be in writing and shall make specific reference to variable compensation awards; nor shall this EIP or any rights thereto be regarded as an element of damages for wrongful discharge in any other context except to the extent that rights shall have accrued hereunder as of the date of discharge.

Successors, etc. The provisions of the EIP and the grant of any incentive payment shall inure to the benefit of all successors of each Participant, including without limitation such Participant's estate and the executors, administrators or trustees thereof, heirs and legatees, and any receiver, trustee in bankruptcy or representative of creditors of such Participant.

Amendments. The EIP may be amended or terminated at any time by the Board of Directors of the Corporation, and shall continue in effect until so terminated; provided however that no amendment or termination of the EIP shall adversely affect any right of any Participant with respect to any incentive payment previously made without such Participant's written consent.

Effective Date. Following adoption of the EIP by the Board of Director, the EIP shall be effective upon the date on which the EIP is approved by the affirmative vote of the holders of a majority of the shares present or represented and entitled to vote (and the affirmative vote of a majority of the shares voting) at a meeting of the Company's shareholders, or any adjournment thereof.

Governing Law. This EIP and all determinations made and actions taken hereunder shall be construed in accordance with the laws of the State of Delaware.