SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

(Mark One)

☒ Annual report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the fiscal year ended **August 27, 2005** or

☐ Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from __________ to __________

Commission File Number **000-30789**

ENTEGRIS, INC.

(Exact name of registrant as specified in its charter)

Delaware **(State or Other Jurisdiction of Incorporation or Organization)**	**41-1941551** **(I.R.S. Employer Identification No.)**
3500 Lyman Boulevard, Chaska, MN **(Address of principal executive offices)**	**55318** **(Zip Code)**

(952) 556-3131
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Class
Common Stock, $0.01 Par Value

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Act).

Yes ☒ No ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

The aggregate market value of voting stock held by non-affiliates of the registrant, based on the last sale price of the Common Stock on October 31, 2005 as reported by the NASDAQ National Market, was approximately $1,200 million. Shares held by each officer and director of the registrant and by each person who owns 5 percent or more of the outstanding Common Shares have been excluded from this computation in that such persons may be deemed to be affiliates of the registrant. This determination of affiliate status for this purpose is not necessarily a conclusive determination for other purposes.

As of October 31, 2005, 135,844,036 shares of the registrant's Common Stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

None

PART I

Item 1. Business.

THE COMPANY

Entegris is a worldwide developer, manufacturer and supplier of materials integrity management solutions to the microelectronics industry in general and to the semiconductor and data storage markets in particular. Our materials integrity management solutions for the semiconductor industry assure the integrity of materials as they are handled, stored, processed and transported throughout the semiconductor manufacturing process, from raw silicon wafer manufacturing to packaging of completed integrated circuits. These solutions enable our customers to protect their investment in work-in-process and finished devices by facilitating the safe handling, purity and precision processing of the critical materials used in their manufacturing processes. We have also leveraged our core technology capabilities to extend our materials integrity management solutions to other high technology applications such as the fuel cell market. With the merger with Mykrolis Corporation (described below) we have added liquid and gas filters, liquid delivery systems, components and consumables used to precisely measure, deliver, control and purify the process liquids, gases and chemicals that are used in the semiconductor manufacturing process to our materials integrity management product offerings. Our products are also used to manufacture a range of other products, such as flat panel displays, high purity chemicals, photoresists, solar cells, gas lasers, optical and magnetic storage devices and fiber optic cables. We sell our products worldwide through a direct sales force and through distributors in selected regions.

After our merger with Mykrolis, we offer a diverse product portfolio which includes more than 13,000 standard and customized products that we believe provide the most comprehensive offering of materials integrity management products and services to the microelectronics industry. Our materials integrity management products purify, protect and transport critical materials in the semiconductor manufacturing process. Our products include:

- Wafer products including wafer shippers, wafer transport and process carriers, standard mechanical interface pods and work-in-process boxes.
- Liquid products including consumable membrane filters and purifiers and roller brushes for post Chemical Mechanical Planarization (CMP) cleaning applications.
- Liquid subsystems including fluid handling products such as valves, fittings, tubing, pipe, fluid measuring and control products and containers that assure the consistent and safe delivery and storage of sophisticated chemicals between chemical manufacturers and manufacturers’ point-of-use as well as the precision dispense of chemicals onto the wafer.
- Gas micro-contamination products including gas purification components and systems that purify semiconductor process gases and the ambient manufacturing environment.
- Finished electronic components products including shippers and trays that enable transportation and handling of completed integrated circuits during testing, assembly and packaging operations and prevent the degradation and damage of magnetic hard disk drives and read/write heads as they are processed and shipped.

Certain of these products are unit driven and consumable products that rely on the level of semiconductor manufacturing activity to drive growth while others rely on expansion of manufacturing capacity to drive growth. Our unit driven and consumable product class includes wafer shippers, disk shipping containers and test assembly and packaging products, membrane based liquid filters and housings, metal based gas filters and resin based gas purifiers. Our capital expense driven products include our process carriers that protect the integrity of in-process wafers, components, systems and subsystems that use electro-mechanical, pressure differential and related technologies, to permit semiconductor and other electronics manufacturers to monitor and control the flow and condition of process liquids used in these manufacturing processes.

RECENT DEVELOPMENTS

Effective August 6, 2005 Entegris, Inc., a Minnesota corporation, and Mykrolis Corporation, a Delaware corporation, completed a strategic merger of equals transaction, pursuant to which they were each merged into a new Delaware corporation named Entegris, Inc. to carry on the combined businesses. Pursuant to this merger each stockholder of Entegris Minnesota received one share of Entegris for each Entegris Minnesota share held and each Mykrolis stockholder received 1.39 shares of Entegris for each Mykrolis share held. Our board of directors is comprised of five directors from Entegris Minnesota and five directors from Mykrolis. Our management team is drawn from both Mykrolis and Entegris Minnesota. Our financial statements for fiscal 2005, included in response to Item 8 of this report, include the results of Mykrolis operations for the period from August 6, 2005 through August 27, 2005. Our history is described in greater detail under "Our History" below. Our executive offices are located at 3500 Lyman Boulevard, Chaska, Minnesota 55318, and our telephone number is (952) 556-3131. Unless the context otherwise requires, the terms "Entegris", "we", "our", or the "Company" mean Entegris, Inc., a Delaware corporation, and its subsidiaries; the term "Mykrolis" means Mykrolis Corporation and its subsidiaries when referring to periods prior to August 6, 2005; "Entegris Minnesota" means Entegris, Inc., a Minnesota corporation and its subsidiaries other than Entegris when referring to periods prior to August 6, 2005; and the term "Merger" refers to the transactions effected on August 6, 2005 in which Entegris Minnesota merged into Entegris, followed by the merger of Mykrolis into Entegris.

On September 12, 2005 we announced that we would divest our gas delivery, life science and tape and reel product lines. We expect these divestitures to be completed during late 2005 or early 2006. The gas delivery products include mass flow controllers, pressure controllers and vacuum gauges that are used by customers in manufacturing operations to measure and control process gas flow rates and to control and monitor pressure and vacuum levels during the manufacturing process. The Life Sciences products include stainless steel clean in place systems for life sciences applications. Tape and reel products include our Stream™ product line, which is a packaging system designed to protect and transport microelectronic components, while enabling the high-speed automated placement of the components onto printed circuit boards used for today's electronics.

INDUSTRY BACKGROUND

Semiconductors, or integrated circuits, are the building blocks of today's electronics and the backbone of the information age. The market for semiconductors has grown significantly over the past decade. This trend is expected to continue due to increased Internet usage and the continuing demand for applications in data processing, wireless communications, broadband infrastructure, personal computers, handheld electronic devices and other consumer electronics.

The semiconductor materials industry is comprised of a wide variety of materials and consumables that are used throughout the semiconductor production process. The extensive and complex process of turning bare silicon wafers into finished integrated circuits is dependent upon a variety of materials used repeatedly throughout the manufacturing process, such as silicon, chemicals, gases and metals. The handling and purification of these materials during the integrated circuit manufacturing process requires the use of a variety of products, such as wafer shippers, wafer transport and process carriers, liquid and gas filters and purifiers, fluid and gas handling components and integrated circuit trays. Semiconductor unit volume is the primary driver of the demand for certain of these materials and products because they are used or consumed throughout the production process and many are replenished or replaced on a regular basis. Demand for other products such as wafer transport and process carriers and equipment products are driven primarily by capacity expansion.

The manufacture of semiconductors is a highly complex process that consists of two principal segments: front-end processes and back-end processes. The front-end process begins with the delivery of raw silicon wafers from wafer manufacturers to semiconductor manufacturers and requires hundreds of highly complex and sensitive manufacturing steps, during which a variety of materials, including chemicals and gases, are introduced. As a result of our merger with Mykrolis, we offer products for each of the primary front-end process steps which are listed below as well as our traditional businesses that provide products to transport in-process wafers between each of these steps.

Deposition. Deposition refers to placing layers of insulating or conductive materials on a wafer surface in thin films that make up the circuit elements of semiconductor devices. The two main deposition processes are physical vapor deposition, where a thin film is deposited on a wafer surface in a low-pressure gas environment, and chemical vapor deposition, where a thin film is deposited on a wafer surface using a gas medium and a chemical bonding process. In addition, electro-plating technology is utilized for the deposition of low resistance conductive materials such as copper. The control of uniformity and thickness of these films through filtration and purification of the fluids and materials used during the process is critical to the performance of the semiconductor circuit and, consequently, the manufacturing yield.

Chemical Mechanical Planarization. CMP flattens, or planarizes, the topography of the film surface to permit the patterning of small features on the resulting smooth surface by the photolithography process. Semiconductor manufacturers need our filtration and purification systems to maintain acceptable manufacturing yields through the chemical mechanical planarization process by filtering the liquid slurries, which are solutions containing abrasive particles in a chemical mixture, to remove oversized particles and contaminants that can cause defects on a wafer's surface while not affecting the functioning of the abrasive particles in the liquid slurries. In addition, manufacturers use our consumable PVA roller brushes to clean the wafer after completion of the CMP process to prepare the wafer for subsequent operations.

Photolithography. Photolithography is the process step that defines the patterns of the circuits to be built on the chip. Before photolithography, a wafer is pre-coated with photoresist, a light sensitive film composed of ultra-high purity chemicals in liquid form. The photoresist is exposed to specific forms of radiation, such as ultraviolet light, electrons or x-rays, to form patterns which eventually become the circuitry on the chip. This process is repeated many times, using different patterns and interconnects between layers to form the complex, multi-layer circuitry on a semiconductor chip. As device geometries decrease and wafer sizes increase, it is even more critical that these photoresists are dispensed on to the chip with accurate thickness and uniformity, as well as with low levels of contamination, and that the process gases are free of micro-contamination so that manufacturers can achieve acceptable yields in the manufacturing process. Our liquid filtration and liquid dispense systems play a critical role in assuring the pure, accurate and uniform dispense of photoresists on to the wafer. In addition, our gas micro-contamination systems eliminate airborne amine contaminants that can disrupt effective photolithography processes.

Etch and Resist Strip. Etch is the process of selectively removing precise areas of thin films that have been deposited on the surface of a wafer. The hardened photoresist protects the remaining material that makes up the circuits. During etch, specific areas of the film not covered by photoresist are removed to leave a desired circuit pattern. Similarly, resist strip is a process of removing the photoresist material from the wafer after the desired pattern has been placed on the wafer. Emerging advanced etch and resist strip applications require precisely controlled gas chemistries and flow rates in order to achieve precise etch and resist strip characteristics. Our gas filters and purifiers help assure the purity of these process gas streams.

Wet Cleaning. Ultra-high purity chemicals and photoresists of precise composition are used to clean the wafers, to pattern circuit images and to remove photoresists after etch. Before processes such as photoresist coating, thin film deposition, ion implantation, diffusion and oxidation, and after processes, such as ion implantation and etch, the photoresists must be stripped off, and the wafer cleaned in multiple steps of chemical processes. To maintain manufacturing yields and avoid defective products, these chemicals must be maintained at very high purity levels without the presence of foreign material such as particles, ions or organic contaminants. Our liquid filters and purifiers are used to assure the purity of these chemicals.

Our wafer and reticle carriers are high purity “mini-environments” which carry wafers between each of the above process steps protecting them from damage and contamination during these transport operations. Our fluid handling components assure the delivery of pure liquid chemicals to each of these process steps. Front end wafer processing can involve hundreds of steps and take several weeks. As a result, a batch of 25 fully processed wafers, the maximum number of wafers that can be transported in one of our products, can be worth several million dollars. Since significant value is added to the wafer during each successive manufacturing step, it is essential that the wafer be handled carefully and precisely to minimize damage. Thus, in the case of wafer carriers, precise wafer positioning, highly reliable and predictable cassette interface dimensions and advanced materials are crucial. The failure to prevent damage to wafers can severely impact integrated circuit performance, render an integrated circuit inoperable or disrupt manufacturing operations. Our materials integrity management products enable semiconductor manufacturers to: minimize contamination (semiconductor processing is now so sensitive that ionic contamination in certain processing chemicals is measured in parts per trillion); protect semiconductor devices from electrostatic discharge and shock; avoid process interruptions; prevent damage or abrasion to wafers and materials during automated processing caused by contact with other materials or equipment; prevent damage due to abrasion or vibration of work-in-process and finished goods during transportation to and from customer and supplier facilities; and eliminate the dangers associated with handling toxic chemicals.

Once the front-end manufacturing process is completed, finished wafers are transferred to back-end manufacturers or assemblers. The back-end semiconductor manufacturing process consists of test, assembly and packaging of finished wafers into integrated circuits. Our traditional materials integrity management products, such as wafer shippers, wafer and reticle carriers and integrated circuit trays, facilitate the storage, transport, processing and protection of wafers through these front-end and back-end manufacturing steps.

Semiconductor manufacturing has become increasingly complex in recent years as new technologies have been introduced to enhance device performance and as larger wafer sizes have been introduced to increase production efficiencies. This increasing complexity of semiconductor devices has resulted in a number of challenges including the need for more complex, higher-precision liquid and gas delivery, measurement, control and purification systems and subsystems in the front-end manufacturing processes and to improve time-to-market, reduce manufacturing costs, improve production quality and enhance product reliability and long-term service and support. To address these challenges, semiconductor equipment companies and device manufacturers are outsourcing the design and manufacture of liquid delivery, measurement, control and purification systems, subsystems, components, and consumables to us and to other well-established subsystem and component companies that have worldwide presence and leading technologies. The design and performance of those liquid delivery systems, subsystems, components and consumables are critical to the front-end semiconductor manufacturing process because they directly affect cost of ownership and manufacturing yields. We continually seek opportunities to work with our customers to address these challenges.

Also in response to these challenges and to achieve continued productivity gains, semiconductor manufacturers have become increasingly focused on materials integrity management solutions that enable them to safely store, handle, process and transport critical materials throughout the manufacturing process to minimize the potential for damage or degradation to their materials and to protect their investment in processed wafers. The need for efficient and reliable materials integrity management is particularly important as new materials are introduced and as 300 mm semiconductor wafer manufacturing becomes a more prevalent manufacturing technology. Processing 300 mm wafers, currently the largest wafer size in a manufacturing environment, is more costly and more complex because of the larger size of these wafers. In addition, new materials and circuit shrinkage create new contamination and material compatibility risks, rendering 300 mm wafers more vulnerable to damage or contamination. These trends will present new and increasingly difficult shipping, transport, process and storage challenges. We seek to bring our advanced polymer manufacturing and advanced tool design capabilities to bear on these challenges to provide our customers with innovative materials integrity management solutions.

A key emerging market is the outsourced fab services market, which consists of logistics management, spares and refurbishment, consumables and information technology. The market for outsource services remains largely untapped, as currently these activities are performed primarily by the owners of fabs. A rapidly growing segment within this market is materials integrity management services, which includes sub-micron cleaning and certified re-use and recycling of materials management products. As the materials integrity management market continues to grow, we believe that there is an increasing need for more effective and efficient application of materials integrity management solutions through dedicated, outsourced service offerings.

Many of the processes used to manufacture semiconductors are also used to manufacture flat panel displays, magnetic and optical storage devices and fiber optic cables for telecommunications, resulting in the need for similar filtration, purification, control and measurement capabilities. We seek to leverage our products and expertise in serving semiconductor applications to address these important market opportunities.

Our Business Strategy

Our objective is to be a global leader providing innovative materials integrity management solutions to the semiconductor and ancillary markets. We intend to build upon our position as a worldwide developer, manufacturer and supplier of liquid delivery systems, components and consumables used by semiconductor and other electronic device manufacturers to grow our business in these and other high value-added manufacturing process markets. Our strategy includes the following key elements:

Comprehensive and Diverse Product Offerings. The semiconductor manufacturing industry is driven by rapid technological changes and intense competition. We believe that semiconductor manufacturers are seeking process control suppliers who can provide a broad range of reliable, flexible and cost effective products, as well as the technological and application design expertise necessary to deliver effective solutions. Our comprehensive product offering enables us to meet a broad range of customer needs and provide a single source of flexible product offerings for semiconductor device and capital equipment manufacturers as they seek to consolidate their supplier relationships to a smaller select group. In addition, we believe manufacturers of semiconductor tools are looking to their suppliers for subsystems that provide more integrated functionality and that can seamlessly communicate with other equipment. We believe our offering of consumables and equipment, as well as our ability to integrate them, allows us to provide advanced subsystems.

Diversified Revenue Stream. We target a diversified revenue stream by balancing our sales of wafer transport and process carriers as well as component and subsystem equipment products with sales of our unit driven and consumable products. Our unit driven and consumable products provide a relatively more stable and recurring source of revenue in an otherwise cyclical industry. Our capital expense driven products, which are generally dependent upon such factors as the construction and expansion of semiconductor manufacturing facilities and the retrofitting and renovation of existing semiconductor facilities, position us to benefit from increases in capital spending that is typically more subject to the volatility of industry cycles.

Technology Leadership. With the emergence of smaller and more powerful semiconductor devices, and the deployment of new materials and processes to produce them, we believe there is a need for greater materials integrity management within the semiconductor fabrication process. We seek to extend our technology by developing advanced products that address more stringent requirements for greater purification, protection and transport of high value added materials and for contamination control, fluid delivery and monitoring, and system integration. We have continuously improved our products as our customers' needs have evolved. For example: we have developed proprietary materials blends, for use in our wafer handling product family which address the contamination concerns of advanced semiconductor processing below 100 nanometers; we have also developed a next generation 300 mm front opening unified pod utilizing those materials targeting the needs of 65 nm production; and we have expanded upon our proprietary two-stage dispense technology with integrated filtration for photoresist delivery, where the photoresist is filtered through one pump and precisely dispensed through a second pump at a different flow rate to reduce defects on wafers.

Strong Customer Base. We have established ongoing relationships with many leading original equipment manufacturers and materials suppliers in our key markets. These industry relationships have provided us with the opportunity for significant collaboration with our customers at the product design stage which has facilitated our ability to introduce new products and applications that meet our customers' needs. For example, we work with our key customers at the pre-design and design stage to identify and respond to their requests for current and future generations of products. We target opportunities to offer new technologies in emerging applications, such as copper plating, chemical mechanical planarization, wet- dry cleaning systems and photolithography. We believe that our large customer base will continue to be an important source of new product development ideas.

Global Presence. We have established a global infrastructure of design, manufacturing, distribution, service and support facilities to meet the needs of our customers. In addition, we may expand our global infrastructure, either through acquisition or internal development, to accommodate increased demand or we may consolidate inefficient operations to optimize our manufacturing and other capabilities. For example, we have established sales and service offices in China in anticipation of a growing semiconductor manufacturing base in that region. As semiconductor and other electronic device manufacturers have become increasingly global, they have required that suppliers offer comprehensive local repair and customer support services. We maintain our customer relationships through a combination of direct sales and support personnel and selected independent sales representatives and distributors in Asia, Europe and the Middle East.

Ancillary Markets. We plan to leverage our accumulated expertise in the semiconductor industry by developing products for applications that employ similar production processes that utilize materials integrity management, high purity fluids and integrated dispense system technologies. Our products are used in manufacturing processes outside of the semiconductor industry, including the manufacturing of flat panel displays, fuel cell components, high-purity chemicals, photoresists, solar cells, gas lasers, optical and magnetic storage devices and fiber optic cables. We plan to continue to identify and develop products that address materials integrity management and advanced materials processing applications where fluid management plays a critical role. We believe that by utilizing our technology to provide manufacturing solutions across multiple industries we are able to increase the total available market for our products and reduce, to an extent, our exposure to the cyclicality of any particular market.

Strategic Acquisitions, Partnerships and Related Transactions. We plan to pursue strategic acquisitions and business partnerships that enable us to address gaps in our product offerings, secure new customers, diversify into complementary product markets or broaden our technological capabilities and product offerings. Our merger with Mykrolis described above is emblematic of this strategy where we identified a company in the semiconductor industry with a complementary product offering to ours that relied on similar technologies and completed a strategic merger of equals transaction that we believe will create significant cost and revenue synergies. Further, as the dynamics of the markets that we serve shift, we will re-evaluate the ability of our existing businesses to provide value added solutions to those markets in a manner that contributes to our achieving our objectives; in the event that we conclude that a business is not able to do this, we expect to restructure or replace that business. Our recent decision to divest three product lines was made pursuant to this strategy. Finally, we are continuously evaluating opportunities for strategic alliances and joint development efforts with key customers and other industry leaders.

OUR PRODUCTS

Our product portfolio includes five major categories of products: wafer products, liquid products, liquid subsystems, gas micro-contamination products and finished electronic components products. These product categories fall into two major product classes: unit driven and consumable products, and capital spending driven products. Liquid products and finished electronic components products are primarily unit driven and consumable products. Wafer products, liquid subsystems and gas micro-contamination products include both unit-driven and consumable products as well as capital spending driven products. Unit driven and consumable products, including service revenue, accounted for approximately 56%, 56% and 59% of our net sales for fiscal years ended August 2005, 2004, and 2003, respectively and capital expense driven products accounted for approximately 44%, 44% and 41% of our net sales for fiscal years ended August 2005, 2004, and 2003, respectively. There follows a detailed description of each of these five categories of products:

Wafer Products.

We believe that we are a leading provider of critical shipping products that preserve the integrity of raw silicon wafers as they are transported from wafer manufacturers to semiconductor manufacturers. We lead the market with our extensive, high volume line of Ultrapak® and Crystalpak® products which are supplied to wafer manufacturers in a full range of sizes covering 100, 125, 150, 200 and 300 mm wafers. We also offer a full-pitch FOSB for the transportation and automated interface of 300 mm wafers. We offer a complete shipping system, including both wafer shipping containers as well as secondary packaging that provide another level of protection for wafers.

We believe that we are a market leader in wafer handling products. We offer a wide variety of products that hold and position wafers as they travel between each piece of equipment used in the automated manufacturing process. These specialized carriers provide precise wafer positioning, wafer protection and highly reliable and predictable cassette interfaces in automated fabs. Semiconductor manufacturers rely on our products to improve yields by protecting wafers from abrasion, degradation and contamination during the manufacturing process. We provide standard and customized products that meet the full spectrum of industry standards and customers' wafer handling needs including FOUPs, wafer transport and process carriers, SMIF pods and work-in-process boxes. To meet our customers' varying wafer processing and transport needs, we offer wafer carriers in a variety of materials and in sizes ranging from 100 mm through 300 mm.

We believe we are the only global provider currently offering outsourcing programs for wafer and device transportation and protection for both wafer manufacturing and wafer handling products. Our Wafercare®, and DeviceCare℠ services include product cleaning, certified re-use services for shipping products, on-site and off-site product maintenance and optimization, and end-of-life recycling for our wafer, device and disk-handling products. Re-use services can be customized depending on the customers needs to provide product cleaning, logistics, recovery, certification and supply solutions for our products.

Liquid Products

Liquid processing occurs during multiple manufacturing steps including photolithography, deposition, planarization and surface etching and cleaning. The fluids that are used include various mixtures of acids, bases, solvents, slurries and photochemicals, which in turn are used over a broad range of operating conditions, including temperatures from 5 degrees Celsius up to 180 degrees Celsius. The design and performance of our liquid filtration and purification products are critical to the semiconductor manufacturing process because they directly affect the cost of ownership and manufacturing yield. Specially designed proprietary filters remove sub-micron sized particles and bubbles from the different fluid streams that are used in the manufacturing process. Some of our filters are constructed with ultra-high molecular weight polyethylene hollow fiber and flat sheet membranes that offer improved bubble clearance and gel removal, either of which can cause defects in the wafers if not removed. Our low hold-up volume disposable filters, with hollow fiber or flat sheet membranes, use our Connectology™ technology to allow filter changes in less than a minute, significantly faster than conventional filters, to reduce the amount of expensive chemicals lost each time a filter is changed and to minimize operator exposure to hazardous solvents and vapors during changeout. We also offer a line of consumable PVA roller brush products to clean the wafer following the chemical mechanical planarization process. Our unique Planacore™ PVA roller brush is molded on the core to allow easy installation that reduces tool downtime and a dimensionally stable product that provides consistent wafer to wafer cleaning performance.

Liquid Subsystems.

CHEMICAL DELIVERY PRODUCTS. Chemicals spend most of their time in contact with fluid storage and management distribution systems, so it is critical for fluid storage and handling components to resist these chemicals and avoid contributing contaminants to the fluid stream. We offer chemical delivery products that allow the consistent and safe delivery of sophisticated chemicals from the chemical manufacturer to the point-of-use in the semiconductor fab. Most of these products are made from perfluoroalkoxy or PFA, a fluoropolymer resin widely used in the industry because of its high purity and inertness to chemicals. The innovative design and reliable performance of our products and systems under the most stringent of process conditions has made us a recognized leader in high purity fluid transfer products and systems. Both semiconductor manufacturers and semiconductor OEMs use our chemical delivery products and systems. Our comprehensive product line provides our customers with a single source provider for their chemical storage and management needs throughout the manufacturing process. Our chemical delivery products include values, fittings, tubing, pipe chemical containers and custom fabricated products for high purity chemical applications.

LIQUID DELIVERY AND CONTROL SYSTEMS. Our proprietary photochemical filtration and dispense systems integrate our patented two-stage, filter device and valve control technologies. We believe that we offer the microelectronics industry the only dispense systems with integrated filtration capability and that our proprietary patented two-stage technology has a significant advantage over conventional single-stage technology. Our two-stage technology permits the filtering and dispense functions to operate independently so that filtering and dispensing of photochemicals can occur at different rates, reducing the differential pressure across the filter, conserving expensive photochemicals and resulting in reduced defects in wafers. As described above, we offer a line of proprietary filters specifically designed to efficiently connect with these systems. Our patented digital valve control technology improves chemical uniformity on wafers and improves ease of optimized system operation. In addition, our integrated high precision liquid dispense systems enable uniform application of photoresists for the spin-coating process where uniformity is measured in units of Angstroms, a tiny fraction of the thickness of a human hair.

We offer a wide variety of measurement and control products for high purity and corrosive applications. For electronic measurement and control of liquids, we provide a complete line of pressure and flow measurement and control products as well as all-plastic capacitance sensors for leak detection, valve position, chemical level and other measurements. We also offer a complete line of sight tube-style flowmeters and mechanical gauge pressure measurement products.

Gas Micro-Contamination Products

Our Wafergard®, ChamberGard™ and Waferpure® particle and molecular filtration products purify the gas entering the process chamber in order to eliminate system and wafer problems due to particulate, atmospheric and chemical contaminants. These filters are able to retain all particles 0.003 microns and larger. Our metal filters, such as stainless steel and nickel filters, reduce outgassing and improve corrosion resistance. Our Waferpure® and Aeronex Gatekeeper® purifiers chemically react with and absorb volatile contaminants, such as oxygen and water, to prevent contamination and our ChamberGard™ vent diffusers reduce particle contamination and processing cycle times. We offer a wide variety of gas purification products to meet the stringent requirements of semiconductor processing. Our Aeronex Gas Purification Systems contain dual resin beds providing a continuous supply of purified gas without process interruption. These gas purification systems are capable of handling higher flow rates and longer duty cycles than cartridge purifiers. Our Extraction products include filter housings and hybrid media chemical air filters which purify air entering exposure tool and process tool enclosures and remove airborne molecular contaminants.

Finished Electronic Components Products

Rapidly changing packaging strategies for semiconductor applications are creating new materials management challenges for back-end manufacturers. We offer chip and matrix trays as well as carriers for bare die handling and integrated circuits. Our materials management products are compatible with industry standards and available in a wide range of sizes with various feature sets. Our standard trays offer dimensional stability and permanent electrostatic discharge protection. Our trays also offer a number of features including custom designs to minimize die movement and contact; shelves and pedestals to minimize direct die contact, special pocket features to handle various surface finishes to eliminate die sticking; and other features for automated or manual die placement and removal. In addition, we support our product line with a full range of accessories to address specific needs such as static control, cleaning, chip washing and other related materials management requirements. To better address this market, we have established ictray.com, a website which allows new and existing customers to select from our full range of standard and custom integrated circuit trays.

Like the semiconductor industry, the data storage market continues to face new challenges and deploy new technologies at an accelerating rate. We provide materials management products and solutions to manage two critical sectors of this industry: magnetic disks and the read/write heads used to read and write today's higher density disks. Because both of these hard disk drive components are instrumental in the transition to more powerful storage solutions, we offer products that carefully protect and maintain the integrity of these components during their processing, storage and shipment. Our product offerings for magnetic hard disk drives include process carriers, boxes, packages, tools and shippers for aluminum and other disk substrates. Our optical hard disk drive products include stamper cases, process carriers, boxes and glass master carriers. Our read/write head products include transport trays, carriers, handles, boxes, individual disk substrate packages and accessories.

In addition to the above five product categories, we have undertaken an initiative to transfer our advanced polymer knowledge into the fuel cell market, where the properties of highly engineered polymers can be used in various products and manufacturing processes.

Worldwide Applications Development and Field Support Capabilities

We provide strong technical support to our customers through local service groups and engineers consisting of field applications engineers, technical service groups, applications development groups and training capabilities. Our field applications engineers, located in the United States and in approximately ten other countries, work directly with our customers on product qualification and process improvement in their facilities. In addition, in response to customer needs for local technical service and fast turn-around time, we maintain regional applications laboratories. Our applications laboratories maintain process equipment that simulate customers' applications and industry test standards and provide product evaluation, technical support and complaint resolution for our customers.

OUR CUSTOMERS AND MARKETS

Our major customer groups include integrated circuit device manufacturers, original equipment manufacturers that provide equipment to integrated circuit device manufacturers, gas and chemical manufacturing companies and manufacturers of high precision electronics.

Our most significant customers based on sales in fiscal 2005 include industry leaders, such as AMD, Applied Materials, Inc., Dainippon Screen Manufacturing Co., Ltd., IBM, Motorola, Seagate Technology, Taiwan Semiconductor Manufacturing Co. Ltd., and UMC Group. We also sell our products to flat panel display original equipment manufacturers, materials suppliers and end-users. The major manufacturers for flat panel displays and flat panel display equipment are concentrated in Japan, Korea and other parts of Asia.

In 2005, 2004 and 2003, net sales to our top ten customers accounted for approximately 37%, 36%, and 40%, respectively, of our net sales. During those same periods no single customer accounted for more than 10% of our net sales. International net sales represented approximately 64%, 62% and 59%, respectively, of our net sales. Over 3,000 customers purchased products from us during fiscal 2005.

We may enter into supply agreements with our customers to govern the conduct of business between us and our customers, including the manufacture of our products. These agreements generally have a term of one to three years but these agreements do not contain any long-term purchase commitments. Instead, we work closely with our customers to develop non-binding forecasts of the future volume of orders. However, customers may cancel their orders, change production quantities from forecasted volumes or delay production for a number of reasons beyond our control.

Sales and Marketing

We sell our products worldwide primarily through our own direct sales force located in offices in all major semiconductor markets, as well as through independent distributors elsewhere. As of August 27, 2005, our sales and marketing force consisted of approximately 450 employees worldwide. Our direct sales force is supplemented by independent sales representatives and agents.

Our marketing efforts focus on our "push/pull" marketing strategy in order to maximize our selling opportunities. We work with original equipment manufacturers to persuade them to design tools that require our products and we create end user "pull" demand by persuading semiconductor manufacturers to specify our products. Our industry relationships have provided us with the opportunity for significant collaboration with our customers at the product design stage that has facilitated our ability to introduce new products and applications that meet our customers' needs. In addition, we are constantly identifying for our customers the variety of analytical, purification and process control challenges which may be addressed by our products. Further, we adapt our products and technologies to resolve process control issues identified by our customers. Our sales representatives provide our customers with worldwide support and information about our products.

We believe that our technical support services are important to our marketing efforts. These services include assisting in defining a customer's needs, evaluating alternative products, designing a specific system to perform the desired separation, training users and assisting customers in compliance with relevant government regulations. In addition, we maintain a network of service centers located in the United States and in key international markets to support our products.

Competition

The market for our products is highly competitive. While price is an important factor, we compete primarily on the basis of the following factors:

- historical customer relationships;
- technical expertise;
- product quality and performance;
- total cost of ownership;
- customer service and support;
- breadth of product line;
- breadth of geographic presence;
- advanced manufacturing capabilities; and
- after-sales service.

We believe that we compete favorably with respect to all of the factors listed above, but we cannot assure you that we will continue to do so. We believe that our key competitive strengths include our broad product line, the low total cost of ownership of our products, our ability to provide our customers with quick order fulfillment and our technical expertise. However, our competitive position varies depending on the market segment and specific product areas within these segments. While we have longstanding relationships with a number of semiconductor and other electronic device manufacturers, we also face significant competition from companies that have longstanding relationships with other semiconductor and electronic device manufacturers and, as a result, have been able to have their products specified by those customers for use in manufacturers' fabrication facilities. In the markets for our consumable products, we believe that our differentiated membrane and materials integrity management technologies, strong supply chain capabilities, which allow us to provide our customers with quick order fulfillment, and technical expertise, which enables us to develop membranes to meet specific customer needs and assist our customers in improving the functionality of our membranes for particular applications, allow us to compete favorably. In these markets our competitors compete against us on the basis of price, as well as alternative membrane technology having different functionality, manufacturing capabilities and breadth of geographic presence.

The market for our products is highly fragmented, and we compete with a number of different companies. Our wafer and reticle handling product lines face competition largely on a product-by-product basis. We have historically faced competition from companies such as Miraial (formerly Kakizaki), Dainichi and Shin-Etsu Polymer. These companies compete with us primarily in 200 mm and 300 mm applications. Our liquid subsystem products also face worldwide competition from companies such as Saint-Gobain, Parker, Gemu and Iwaki Co., Ltd. In finished electronic components products, we compete with companies such as ITW/Camtex, Peak International and 3M and from regional suppliers. In liquid products we compete with companies such as Pall Corporation. In gas microcontamination products we compete with companies such as SAES Puregas and Mott Metallurgical Corporation. Some of our competitors are larger and have greater resources than we do. In some cases, our competitors are smaller than us, but well-established in specific product niches. However, we believe that none of our competitors competes with us across all of our product offerings and that, within the markets that we serve, we offer a broader line of products, make use of a wider range of process control technologies and address a broader range of applications than any single competitor.

RESEARCH AND DEVELOPMENT

Our aggregate research and development expenses in fiscal 2005, 2004 and 2003 were $20.4 million, $20.1 million and $17.8 million, respectively. As of August 27, 2005, we had approximately 250 employees in engineering, research and development. In addition, we have followed a practice of supplementing our internal research and development efforts by licensing technology from unaffiliated third parties and/or acquiring distribution rights with respect thereto when we believe it is in our long-term interests to do so.

To meet the global needs of our customers, we have research and development capabilities in Chaska, MN, Billerica, MA as well as in Japan. Our research and development efforts are directed toward developing and improving our technology platforms for semiconductor and advanced processing applications and identifying and developing products for new applications for which fluid management plays a critical role.

We use sophisticated methodologies to research, develop and characterize our materials and products. Our materials technology lab is equipped to analyze the physical, rheological, thermal, chemical and compositional nature of the polymers we use. Our materials lab includes standard and advanced polymer analysis equipment such as inductively coupled plasma mass spectrometry (ICP/MS), inductively coupled plasma atomic emission spectrometry (ICP/AES), fourier transform infrared spectroscopy (FTIR) and automated thermal desorption gas chromatography/mass spectrometry (ATD-GC/MS). This advanced analysis equipment allows us to detect contaminants in materials that could harm the semiconductor manufacturing process to levels as low as parts per billion, and in many cases parts per trillion.

Our capabilities to test and characterize our materials and products are focused on continuously reducing risk to our customers. We expect that technology and product research and development will continue to represent an important element in our ability to develop and characterize our materials and products.

Key elements of our research and development expenditures over the past three years have included the development of new product platforms to meet the manufacturing needs for 90 and 65 nanometer semiconductor devices. Driven by the proliferation of new materials and chemicals in the manufacturing processes and increased needs for tighter process control for 300mm wafers, investments were made for new contamination control products in the area of copper interconnects, deep ultra-violet (DUV) photolithography; and chemical and gas management technologies for advanced wafer cleans, deposition and etch equipment. Additional investments were made in the area of advanced process control, monitoring and diagnostics capabilities for future generations of semiconductor manufacturing processes. Our employees also work closely with our customers' development personnel. These relationships help us identify and define future technical needs on which to focus our research and development efforts. In addition, we participate in Semiconductor Equipment and Materials International (SEMI), a consortium of semiconductor equipment suppliers. We also support research at academic and other institutions targeted at advances in materials science and semiconductor process development.

MANUFACTURING

Our customers rely on our products to assure their materials integrity by providing dimensional precision and stability, cleanliness and consistent performance. Our ability to meet our customers' expectations, combined with our substantial investments in worldwide manufacturing capacity, position us to respond to the increasing materials integrity management demands of the microelectronics industry and other industries that require similar levels of materials integrity.

To meet our customer needs worldwide, we have established an extensive global manufacturing network with manufacturing facilities in the United States, Germany, Japan and Malaysia. Because we work in an industry where contamination control is paramount, we maintain Class 100 to Class 10,000 cleanrooms for manufacturing and assembly. We believe that our worldwide manufacturing operations and our advanced manufacturing capabilities are important competitive advantages. Our advanced manufacturing capabilities include:

- ***Injection Molding.*** Our manufacturing expertise is based on our long experience with injection molding. Using molds produced from computer-aided processes, our manufacturing technicians utilize specialized injection molding equipment and operate within specific protocols and procedures established to consistently produce precision products.
- ***Extrusion.*** Extrusion is accomplished through the use of heat and force from a screw to melt solid polymer pellets in a cylinder and then forcing the resulting melt through a die to produce tubing and pipe. We have established contamination free on-line laser marking and measurement techniques to properly identify products during the extrusion process and ensure consistency in overall dimension and wall thickness. In addition, we use extrusion technology to extrude a polymer mix into flat sheet and hollow fiber membranes.

- ***Blow Molding.*** Blow molding consists of the use of heat and force from a screw to melt solid polymer pellets in a cylinder and then forcing the melt through a die to create a hollow tube. The molten tube is clamped in a mold and expanded with pressurized gas until it takes the shape of the mold. We utilize advanced three-layer processing to manufacture 55 gallon drums, leading to cost savings while simultaneously assuring durability, strength and purity.
- ***Rotational Molding.*** Rotational molding is accomplished by the placing of a solid polymer powder in a mold, placing the mold in an oven and rotating the mold on two axes so that the melting polymer coats the entire surface of the mold. This forms a part in the shape of the mold upon cooling. We use rotational molding in manufacturing containers up to 5,000 liters. Our rotational molding expertise has provided rapid market access for our current fluoropolymer sheet lining manufacturing business.
- ***Compression Molding.*** In compression molding, thermoset polymers are processed. Today, we use this manufacturing process primarily for manufacturing bipolar plates and end-plates for the fuel cell market. We use the same expertise as in injection molding to assure a consistently produced precision product.
- ***Membrane Casting.*** We cast membrane by extruding a polymer into flat sheet or hollow fiber format that is passed through a chamber with controlled atmospheric conditions to control the development of voids or pores in the membrane. Once cast, the membrane is subjected to solvent extraction and annealing steps. The various properties of the membranes that we offer are developed during subsequent process steps.
- ***Cartridge Manufacturing.*** We fabricate the membrane we manufacture as well as membranes manufactured by others into finished filtration cartridges in a variety of configurations. The fabrication process involves membrane processing into pleated and other configurations around a central core and enclosing it in framework of end caps and protective screening for use in fabricated cartridge housings. We also manufacture filter cartridges that are integrated into their own housings and incorporate our patented Connectology™ quick connect technology.
- ***Machining.*** Machining consists of the use of computer-controlled equipment to create shapes, such as valve bodies, out of solid polymer blocks or rods. Our computerized machining capabilities enable speed and repeatability in volume manufacturing of our machined products, particularly products utilized in chemical delivery applications.
- ***Assembly.*** We have established protocols, flow charts, work instructions and quality assurance procedures to assure proper assembly of component parts. The extensive use of robotics throughout our facilities reduces labor costs, diminishes the possibility of contamination and assures process consistency.
- ***Tool Making.*** We employ about 60 tool development and tool making related staff primarily at locations in the United States. Our toolmakers produce the majority of the tools we use throughout the world.

We have made significant investments in systems and equipment to create innovative products and tool designs. Our computer-aided design (CAD) equipment allows us to develop three-dimensional electronic models of desired customer products to guide design and tool-making activities. Our CAD equipment also aids in the rapid prototyping of products.

We also use computer-automated engineering in the context of mold flow analysis. Beginning with a three-dimensional CAD model, mold flow analysis is used to visualize and simulate how our molds will fill. The mold flow analysis techniques cut the time needed to bring a new product to market because of the reduced need for sampling and development. Also, our CAD equipment can create a virtual part with specific geometries, which drives subsequent tool design, tool manufacturing, mold flow analysis and performance simulation.

In conjunction with our three-dimensional product designs, we use finite element analysis software to simulate the application of a variety of forces or pressures to observe what will happen during product use. This analysis helps us anticipate forces that affect our products under various conditions. The program also assists our product designers by measuring anticipated stresses against known material strengths and establishing proper margins of safety.

PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

We rely on a combination of patent, copyright, trademark and trade secret laws and license agreements to establish and protect our proprietary rights. As of October 1, 2005 our patent portfolio included 352 current U.S. patents, 675 current foreign patents, including counterparts to U.S. filings, 170 pending U.S. patent applications, 108 pending filings under the Patent Cooperation Treaty not yet nationalized and 875 pending foreign patent applications. While we believe that patents may be important for aspects of our business, we believe that our success also depends more upon close customer contact, innovation, technological expertise, responsiveness and worldwide distribution. Additionally, while our patented technology may delay or deter a competitor in offering a competing product, we do not believe that our patent portfolio functions as a barrier to entry for any of our competitors. In addition, while we license and will continue to license technology used in the manufacture and distribution of products from third parties, except as described below, these licenses are not currently related to any of our core product technology. In connection with the separation of Mykrolis from Millipore Corporation (described on page 18), Mykrolis was granted licenses to certain Millipore technology. Our use of Millipore’s technology is governed by the agreements governing the separation of Mykrolis from Millipore which prohibit our use of Millipore’s technology in fields of use outside of the microelectronics industry. In general, where technology is used both by Millipore in the manufacture of its products and by us in the manufacture of our products, Millipore retained ownership of the technology and granted us a license to use the technology limited to fields of use in the microelectronics industry. These restrictions could limit our ability to expand our business into markets outside the microelectronics industry, which could limit our growth.

We require each of our employees, including our executive officers, to enter into standard agreements pursuant to which the employee agrees to keep confidential all of our proprietary information and to assign to us all inventions made while employed by us.

The patent position of any manufacturer, including us, is subject to uncertainties and may involve complex legal and factual issues. Litigation may be necessary in the future to enforce our patents and other intellectual property rights or to defend ourselves against claims of infringement or invalidity. The steps that we have taken in seeking patents and other intellectual property protections may prove inadequate to deter misappropriation of our technology and information. In addition, our competitors may independently develop technologies that are substantially equivalent or superior to our technology.

GOVERNMENTAL REGULATION

Our operations are subject to federal, state and local regulatory requirements relating to environmental, waste management and health and safety matters, including measures relating to the release, use, storage, treatment, transportation, discharge, disposal and remediation of contaminants, hazardous substances and wastes, as well as practices and procedures applicable to the construction and operation of our plants. There can be no assurance that we will not incur material costs and liabilities or that our past or future operations will not result in exposure to injury or claims of injury by employees or the public. Although some risk of costs and liabilities related to these matters is inherent in our business, as with many similar businesses, we believe that our business is operated in substantial compliance with applicable regulations. However, new, modified or more stringent requirements or enforcement policies could be adopted, which could adversely affect us. While we expect that capital expenditures will be necessary to assure that any new manufacturing facility is in compliance with environmental and health and safety laws, we do not expect these expenditures to be material. Otherwise, we are not presently aware of any facts or circumstances that would cause us to incur significant liabilities in the future related to environmental, health and safety law compliance.

EMPLOYEES

As of October 1, 2005, we had approximately 2,750 full-time employees, including approximately 250 in engineering, research and development and approximately 450 in sales and marketing as well as approximately 600 temporary employees. Given the variability of business cycles in the semiconductor industry and the quick response time required by our customers, it is critical that we be able to quickly adjust the size of our production staff to maximize efficiency. Therefore, we use skilled temporary labor as required.

None of our employees are represented by a labor union or covered by a collective bargaining agreement other than statutorily mandated programs in European countries.

INFORMATION ABOUT OUR OPERATING SEGMENT

The Company operates in one reportable business segment that develops, manufactures and sells consumables and capital equipment products to semiconductor manufacturing companies and other companies using similar manufacturing processes, as well as OEM suppliers to those companies. In fiscal 2005, 2004 and 2003 approximately 64%, 62% and 59%, respectively, of our net sales were made to customers outside North America. Industry and geographic segment information is discussed in Note 19 to the Entegris, Inc. Consolidated Financial Statements (the "Financial Statements") included in response to Item 8 below, which Note is hereby incorporated herein by reference.

OTHER INFORMATION

On July 27, 2005, our Board of Directors adopted a shareholder rights plan (the "Rights Plan") pursuant to which Entegris declared a dividend on August 8, 2005 to its shareholders of record on August 8, 2005 of the right to purchase (a "Right") one additional share of Entegris Common Stock for each share of Entegris Common Stock owned, at a price of $130.00 for each share. The Rights Plan is designed to protect Entegris' shareholders from attempts by others to acquire Entegris on terms or by using tactics that could deny all shareholders the opportunity to realize the full value of their investment. The Rights are attached to the shares of our common stock until certain triggering events occur. The Rights authorize the holders to purchase shares of our common stock at a 50% discount from market value upon the occurrence of specified triggering events, including, unless approved by our board of directors, an acquisition by a person or group of specified levels of beneficial ownership of our common stock or a tender offer for our common stock. The common stock purchase rights are redeemable by us for $0.01 and will expire in July of 2015. One of the events which will trigger the common stock purchase rights is the acquisition, or commencement of a tender offer, by a person (an Acquiring Person, as defined in the shareholder rights plan), other than Entegris or any of our subsidiaries or employee benefit plans, of 15% or more of the outstanding shares of our common stock. An Acquiring Person may not exercise a common stock purchase right.

Entegris' products are made from a wide variety of raw materials which are generally available in quantity from alternate sources of supply. However, certain materials included in the Company's products are obtained from a single source or a limited group of suppliers. Although the Company seeks to reduce dependence on those sole and limited source suppliers, the partial or complete loss of these sources could have at least a temporary adverse effect on the Company's results of operations. Furthermore, a significant increase in the price of one or more of these components could adversely affect the Company's results of operations.

OUR HISTORY

We were incorporated in Delaware in June 2005 under the name Eagle DE, Inc. as a wholly owned subsidiary of Entegris Minnesota. Effective August 6, 2005 Entegris Minnesota merged into us in a reincorporation merger of which we were the surviving corporation. Immediately following that merger, Mykrolis merged into us and our name was changed to Entegris, Inc. Our stock is traded on the NASDAQ under the symbol "ENTG".

Entegris Minnesota was incorporated in June 1999 to effect the business combination of Fluoroware, Inc., which began operating in 1966, and EMPAK, Inc., which began operating in 1980. On July 10, 2000 Entegris Minnesota completed an initial public offering of approximately 19% of the total shares of the Company's common stock outstanding.

Mykrolis was organized as a Delaware corporation on October 16, 2000 under the name Millipore MicroElectronics, Inc. in connection with the spin-off by Millipore Corporation of its microelectronics business unit. On March 31, 2001, Millipore effected the separation of the Mykrolis business from Millipore's business by transferring to Mykrolis substantially all of the assets and liabilities associated with its microelectronics business. On August 9, 2001 Mykrolis completed an initial public offering of approximately 18% of the total shares of the Company's common stock outstanding. On February 27, 2002, Millipore completed the spin-off of Mykrolis by distributing to its stockholders the 82% of the Mykrolis common stock that it held following the Mykrolis initial public offering.

EXECUTIVE OFFICERS OF ENTEGRIS

The following is a list, as of October 31, 2005, of the Executive Officers of Entegris. All of the officers of Entegris Corporation listed below were elected to serve until the first Directors Meeting following the 2005 Annual Stockholders Meeting.

Name	Age	Office	First Elected To Office*
CORPORATE OFFICERS			
Gideon Argov	49	*President & Chief Executive Officer*	2004
Jean-Marc Pandraud	52	*Executive Vice President and Chief Operating Officer*	2001
Bertrand Loy	40	*Executive Vice President and Chief Administrative Officer*	2001
John D. Villas	47	*Senior Vice President and Chief Financial Officer, Treasurer*	1997
Peter W. Walcott	59	*Senior Vice President, Secretary & General Counsel*	2001
Gregory B. Graves	45	*Senior Vice President Strategic Planning & Business Development*	2002
John Goodman	45	*Senior Vice President Chief Technology & Innovation Officer*	2005

* With either the Company or a predecessor company

Gideon Argov has been our President and Chief Executive Officer and a director since the effectiveness of our merger with Mykrolis. He served as the Chief Executive Officer and a director of Mykrolis since November 2004. Prior to joining Mykrolis, Mr. Argov was a Special Limited Partner at Parthenon Capital, a Boston-based private equity partnership, since 2001. He served as Chairman, Chief Executive Officer and President of Kollmorgen Corporation from 1991 to 2000. From 1988 to 1991 he served as Chief Executive Officer of High Voltage Engineering Corporation. Prior to 1988, he led consulting engagement teams at Bain and Company. He is a director of Interline Brands, Inc. and Fundtech Corporation.

Jean-Marc Pandraud has been our Executive Vice President and Chief Operating Officer since the effectiveness of the merger with Mykrolis. He served as the President and Chief Operating Officer of Mykrolis since January 2001. Prior to that he served as Vice President and General Manager of the Microelectronics Divisions of Millipore, a position he had held since July 1999. From 1994 until 1999, Mr. Pandraud served as the Vice President and General Manager of Millipore's Laboratory Water Division and was also Regional Manager of Millipore's Latin American operations from 1997 until 1999. Mr. Pandraud also served as the Managing Director of Millipore's French subsidiary and as European General Manager for the Millipore Analytical Division from 1988 until 1994.

Bertrand Loy has been our Executive Vice President and Chief Administrative Officer since the effectiveness of the merger with Mykrolis. He served as the Vice President and Chief Financial Officer of Mykrolis since January 2001. Prior to that, Mr. Loy served as the Chief Information Officer of Millipore from April 1999 until December 2000. From 1995 until 1999, he served as the Division Controller for Millipore's Laboratory Water Division. From 1989 until 1995, Mr. Loy served Sandoz Pharmaceuticals (now Novartis) in a variety of financial, audit and controller positions located in Europe, Central America and Japan.

John D. Villas has been our Senior Vice President and Chief Financial Officer since the effectiveness of the merger with Mykrolis. He served as the Chief Financial Officer of Entegris Minnesota since March 2000. Prior to that time, Mr. Villas had been Chief Financial Officer of

Fluoroware since November 1997 and Vice President Finance since April 1994. Mr. Villas joined Fluoroware in 1984 as controller and then served as corporate controller between 1991 and 1994.

Peter W. Walcott has been our Senior Vice President, Secretary and General Counsel since the effectiveness of the merger with Mykrolis. He served as the Vice President, Secretary and General Counsel of Mykrolis since October 2000. Mr. Walcott served as the Assistant General Counsel of Millipore from 1981 until March 2001.

Gregory B. Graves has been our Senior Vice President Strategic Planning & Business Development since the effectiveness of the merger with Mykrolis. Mr. Graves served as the Chief Business Development Officer of Entegris Minnesota since September 2002 and from September 2003 until August 2004 he also served as Senior Vice President of Finance. Prior to joining Entegris Minnesota, Mr. Graves held positions in investment banking and corporate development, including at U.S. Bancorp Piper Jaffray from June 1998 to August 2002 and at Dain Rauscher from October 1996 to May 1998.

John Goodman has been our Senior Vice President Chief Technology & Innovation Officer since the effectiveness of the merger with Mykrolis. He served as the Managing Director of the fuel cell market sector of Entegris Minnesota since January 2005 and prior to that as president of the fuel cell market sector since June 2002. Mr. Goodman served as Executive Vice President and Chief Technology Officer of Entegris Minnesota from 1999 to 2002. Prior to that time, Mr. Goodman held a variety of positions with Fluoroware (a predecessor to Entegris Minnesota) since 1982.

Available Information

Our Annual Report on Form 10-K, our quarterly reports on Form 10-Q and any current reports on Form 8-K that we may file or furnish to the S.E.C. pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934 as well as any amendments to any of those reports are available free of charge on or through our website as soon as reasonably practicable after we file them with or furnish them to the S.E.C. electronically. Our website is located at http://www.Entegris.com; these reports can be found under “Investor Relations—SEC Filings”. In addition, the SEC maintains a website containing these reports that can be located at http://www.sec.gov. These reports may also be read and copied at the SEC’s Public Reference Room at 450 Fifth Street, N.W., Washington, D.C. 20549. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330.

At their first meeting following the merger with Mykrolis on August 10, 2005, the Board of Directors adopted a code of business ethics, The Entegris Code of Business Ethics, applicable to all of our executives, directors and employees as well as a set of corporate governance guidelines. The Entegris Code of Business Ethics, the Governance Guidelines and the charters for our Audit & Finance Committee, Governance & Nominating Committee and of our Management Development & Compensation Committee all appear on our website at http://www.Entegris.com under “Investor Relations – Governance”. The Governance Guidelines and committee charters are also available in print to any shareholder that requests a copy. Copies may be obtained by contacting Peter W. Walcott, our Senior Vice President & General Counsel through our corporate headquarters.

Item 2. Properties.

Our principal executive offices are located in Chaska, Minnesota. We also have manufacturing, design and equipment cleaning facilities in the United States, Japan, France, Malaysia and Germany. Information about our principal facilities is set forth below:

Location	Principal Function	Approximate Square Feet	Leased/ Owned
Chaska, Minnesota	Executive Offices, Research & Manufacturing	370,000	Owned
Billerica, Massachusetts	Executive Offices, Research & Manufacturing	175,000	Leased[1]
Allen, Texas	Research & Manufacturing	178,000	Leased[2]
Colorado Springs, Colorado	Manufacturing	82,000	Owned
Gilroy, California	Manufacturing, Cleaning Services	60,000	Owned
South Beloit, Illinois	Manufacturing	50,000	Leased[3]
Montpellier, France	Cleaning Services	53,000	Owned
Yonezawa, Japan	Manufacturing	196,000	Owned
Kulim, Malaysia	Manufacturing	105,000	Owned
Bad Rappenau, Germany	Manufacturing	44,000	Owned

1 This lease expires March 31, 2014, but is subject to two five year renewal options.

2 This lease expires May 31, 2008, but is subject to two five year renewal options. This premises is principally used by the gas delivery business that is being divested.

3 This lease expires January 14, 2006. These premises are principally used by the life science business that is being divested.

We lease approximately 4,200 square feet of manufacturing space in Millipore’s facility located at 80 Ashby Road, Bedford, MA under a transitional services agreement that expires March 31, 2006; we are currently negotiating an extension of this agreement. We also lease approximately 21,000 square feet of research and development and manufacturing space in two buildings located in San Diego, California, which was assumed pursuant to the Mykrolis acquisition of Aeronex, Inc. in 2004. Approximately 31,000 square feet of office, research and development and manufacturing space located in Franklin, MA was assumed pursuant to the Mykrolis acquisition of Extraction Systems, Inc. in 2005. The leases for this space expire during 2006.

We maintain a worldwide network of sales, service, repair and cleaning centers in the United States, Germany, France, Japan, Taiwan, Singapore, China (Shanghai) and Korea. Leases for our facilities expire between February 2005 and March 2014. We currently expect to be able to extend the terms of expiring leases or to find suitable replacement facilities on reasonable terms.

We believe that our facilities are well-maintained and, except as described above, suitable for their respective operations. Except for approximately 25,000 square feet in our Billerica facility and the above described closed facility, all of our facilities are fully utilized.

As of August 27, 2005, under the lease terms relating to the vacated Bedford, Massachusetts facility, we had an option to purchase the facility at fair market value between June 2005 and November 2005, the expiration date of the lease, and the lessor had the option to sell the facility to the Company at 90% of the then current fair market value prior to November 30, 2005. In November 2005, pursuant to a Release and Termination Agreement, the Company paid the lessor $50 thousand in consideration of lessor's release and termination of its option under the lease.

In addition to the above facilities that we use or have used in our operations, we continue to be a named lessee on a lease relating to facilities located in California that were formerly used by Tylan General Corporation prior to its acquisition by Millipore in 1997. This lease expires in March 2006. This lease obligation was assumed by Mykrolis pursuant to its separation from Millipore and by us pursuant to the Merger. While this facility has been subleased for the remainder of its term, under the provisions of the sublease arrangements we were not released from the lease obligations by the landlord.

Item 3. Legal Proceedings.

On March 3, 2003 Mykrolis filed a lawsuit against Pall Corporation in the United States District Court for the District of Massachusetts alleging infringement of two of the Company's U.S. patents by a fluid separation device known as the Pall Photo Kleen EZD-2 filter assembly manufactured and sold by the defendant. This lawsuit also sought a preliminary injunction preventing the defendant from the manufacture, use, sale, offer for sale or importation into the U.S. of the infringing product. On March 24, 2003 defendant filed an answer denying that its fluid separation device infringed our patents; defendant also filed a counterclaim seeking a dismissal of the Company's lawsuit, a decree that our patents are invalid and/or not infringed and costs incurred in conducting the litigation. On April 30, 2004, the court issued a preliminary injunction against Pall Corporation and ordered Pall to immediately stop making, using, selling, or offering to sell within the U.S., or importing into the U.S., its PhotoKleen EZD-2 Filter Assembly products or "any colorable imitation" of those products. On June 21, 2004, Mykrolis filed a motion with the court to hold Pall Corporation in contempt of court for failing to comply with the terms of the preliminary injunction. Subsequently, Pall filed a motion to dissolve the preliminary injunction based on two Japanese publications that it alleged raised questions as to the validity of the patents in suit. On January 18, 2005, the United States District Court of Massachusetts issued an order holding Pall Corporation in contempt of court for the violation of the preliminary injunction and ordering Pall to disgorge all profits earned from the sale of its PhotoKleen EZD-2 Filter Assembly products and colorable imitations thereof from the date the preliminary injunction was issued through January 12, 2005. In addition, Pall was also ordered to reimburse Mykrolis for certain of its attorney's fees associated with the contempt and related proceedings. The Court's order also dissolved the preliminary injunction, effective January 12, 2005. On February 17, 2005, Mykrolis filed a notice of appeal to the U.S. Circuit Court of Appeals for the Federal Circuit appealing the portion of the Court's order that dissolved the preliminary injunction and Pall filed a notice of appeal to that court with respect to the finding of contempt.

On September 9, 2002, Lucent Technologies, Inc. named Entegris Minnesota as a defendant along with Poly-Flow Engineering Inc., FSI International, Inc. and BOC Capital Group in an action filed in circuit court in Orange County, Florida for damages arising from a chemical spill at its facility in January of 2000. Defense of this case was undertaken by the Company's insurance carriers. On August 29, 2005 this matter was settled for a cash payment by our insurance carriers.

On June 28, 2005, Entegris Minnesota filed a lawsuit against Miraial Co. Ltd. in the United States District Court for the District of Minnesota alleging the infringement, contributory infringement or inducement to infringe of five of the Company's U.S. patents relating to containers for transporting and storing silicon wafers use in the manufacture of semiconductors. This lawsuit also sought preliminary and permanent injunctions preventing the defendant from directly infringing, infringing by inducement or contributing to the infringement of these patents. On September 23, 2005 defendant filed a motion to dismiss for lack of jurisdiction and insufficiency of service of process. On October 28, 2005 this case was transferred to the U.S. District Court for the Southern District of New York by stipulation of the parties and the defendant accepted service of process and submitted to the jurisdiction of that court.

In addition, from time to time, the Company is a party to various legal proceedings arising in the ordinary course of our business. We do not believe that these proceedings individually or in the aggregate will have a material adverse effect on our financial condition, results of operations or cash flows.

Item 4. Submission of Matters to a Vote of Security Holders.

On August 3, 2005 a Special Meeting of Stockholders of our predecessor company, Entegris Minnesota was held to consider and act upon: (i) a re-incorporation merger into us with the Company as the surviving corporation ; (ii) a subsequent merger of Mykrolis Corporation into us with the Company as the surviving corporation; (iii) a proposal to approve a classified board of directors for the Company; and (iv) a proposal to approve adjournment or postponement of the meeting to permit further solicitation of proxies if necessary. The number of votes cast for, against or withheld with respect to each such matter are as follows:

	Proposal	For	Against	Abstain	Broker Non-Votes
1.	Re-incorporation Merger	58,537,198	1,417,520	370,078	0
2.	Merger with Mykrolis Corporation	59,848,014	103,909	372,873	0
3.	Staggered Board**	32,313,845	27,978,583	32,360	0
4.	Adjournments	35,753,995	24,200,160	430,641	0

** Required affirmative vote of 51% of outstanding shares.

Item 5. Market for Entegris' Common Stock, and Related Stockholder Matters.

Entegris' Common Stock, $0.01 par value, trades on the NASDAQ National Market System (NMS) under the symbol "ENTG"; prior to the Merger, Entegris Minnesota's shares traded on the NMS under the same symbol. The following table sets forth the highest and lowest sale prices of Entegris Minnesota shares at the close of each day, as reported by the NASDAQ-NMS, for the fiscal periods indicated. As of November 1, 2005 there were 2,571 shareholders of record.

	Fiscal 2005		Fiscal 2004	
	High	Low	High	Low
First quarter	$ 9.91	$7.67	$15.46	$11.30
Second quarter	$10.41	$8.40	$14.70	$11.46
Third quarter	$ 9.99	$8.24	$13.38	$10.19
Fourth quarter	$11.88	$9.50	$11.79	$ 7.84

The Company has never declared or paid any cash dividends on its capital stock. The Company currently intends to retain all available earnings for use in its business and does not anticipate paying any cash dividends in the foreseeable future. On July 27, 2005 the Entegris Board of Directors declared a dividend of one common stock purchase right for each share of Entegris Common Stock outstanding to shareholders of record on August 8, 2005, payable on August 8, 2005. For a description of the Common Stock Rights Plan see "Other Information" in Item 1 above. Each right entitles the holder to purchase one share of Entegris Common Stock at a price of $50.

Item 6. Selected Financial Data

The table that follows presents selected financial data for each of the last five fiscal years from the Company's consolidated financial statements and should be read in conjunction with the Company's Consolidated Financial Statements and the related Notes and with "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this Form 10-K Report.

	Fiscal year ended				
(In thousands, except per share amounts)	2005	2004	2003	2002	2001
Operating Results					
Net Sales	$ 367,100	$346,764	$251,104	$222,997	$343,624
Gross profit	139,499	150,903	98,553	88,706	162,670
Selling, general and administrative expenses	115,089	96,176	80,307	73,569	78,510
Engineering, research and development expenses	20,400	20,128	17,803	17,408	16,517
Operating profit (loss)	4,010	34,599	(1,155)	(3,834)	54,499
Income loss before income taxes and equity in affiliates	8,667	35,917	(4,829)	(1,395)	60,110
Income tax expense (benefit)	(973)	11,134	(6,248)	(3,373)	21,339
Equity in net loss (income) of affiliates	247	13	144	—	(1,488)
Minority interest in subsidiaries' net (loss) income	—	—	—	(798)	1,643
Net income	$ 9,393	$ 24,770	$ 1,275	$ 2,776	$ 38,616
Earnings Per Share Data					
Earnings per share – diluted	$ 0.12	$ 0.32	$ 0.02	$ 0.04	$ 0.53
Weighted shares outstanding – diluted	79,328	76,220	74,475	74,170	72,995
Operating Ratios – % of net sales					
Gross profit	38.0%	43.5%	39.2%	39.8%	47.3%
Selling, general and administrative expenses	31.4	27.7	32.0	33.0	22.8
Engineering, research and development expenses	5.6	5.8	7.1	7.8	4.8
Operating profit (loss)	1.1	10.0	(0.5)	(1.7)	15.9
Income (loss) before income taxes and other items	2.4	10.4	(1.9)	(0.6)	17.5
Effective tax rate	(11.2)	31.0	(129.4)	241.8	35.5
Net income	2.6	7.1	0.5	1.3	11.2
Cash Flow Statement Data					
Depreciation and amortization	$ 25,616	$ 25,492	$ 27,180	$ 28,164	$ 24,260
Capital expenditures	20,759	21,179	13,445	19,568	24,231
Net cash provided by operating activities	46,974	48,198	32,417	32,861	79,958
Net cash (provided by) used in investing activities	(82,061)	88,649	37,541	38,333	110,134
Net cash provided by (used in) financing activities	3,066	1,835	10,706	5,619	2,019
Balance Sheet and Other Data					
Current assets	$ 535,117	$264,615	$211,128	$216,735	$220,037
Current liabilities	124,856	63,895	54,289	39,621	61,253
Working capital	410,261	200,720	156,839	177,114	158,784
Current ratio	4.29	4.14	3.89	5.47	3.59
Long-term debt	21,800	18,898	10,070	12,691	13,101
Shareholders' equity	1,023,414	372,185	337,665	322,114	312,307
Total assets	1,185,620	467,046	414,739	390,260	405,815
Long-term debt to equity ratio – %	2.1	5.1	3.0	3.9	4.2
Return on average shareholders' equity – %	1.3	7.0	0.4	0.7	13.3
Shares outstanding at year end	135,299	73,380	72,512	71,161	69,730

Operating results include the following charges or gains: **fiscal 2005** a charge of $5.9 million ($3.7 million after taxes) related to the sale of acquired inventory written up to fair value, costs of $3.7 million ($2.3 million after taxes) associated with consolidation of manufacturing facilities, and integration expenses of $12.2 million ($7.6 million after taxes) and a gain of $2.9 million ($1.8 million after taxes) associated with the sale of an equity investment; **fiscal 2004** a gain of $1.1 million ($0.7 million after taxes) associated with the sale of an equity investment; **fiscal 2003** a charge of $1.5 million ($1.0 million after taxes) related to the closure of a facility and the impairment loss of $4.5 million ($3.3 million after taxes) of an equity investment; **fiscal 2002** a charge of $4.0 million ($2.5 million after taxes) related to the closure of two facilities and the reversal of previous nonrecurring charges of $2.4 million ($1.5 million after taxes); **fiscal 2001** charges of $8.2 million ($5.1 million after taxes) related to the early termination of a distribution agreement and $4.9 million ($1.5 million after taxes) in connection with the closure of two facilities.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

You should read the following discussion and analysis of our financial condition and results of operations with the consolidated financial statements and the accompanying notes to the consolidated financial statements included elsewhere in this document. *This discussion contains forward-looking statements that involve numerous risks and uncertainties, including, but not limited to, those described in the "Risk Factors" section of this Item 7. Our actual results may differ materially from those contained in any forward-looking statements.*

Overview

This overview is not a complete discussion of our financial condition, changes in financial condition and results of operations; it is intended merely to facilitate an understanding of the most salient aspects of our financial condition and operating performance and to provide a context for the discussion that follows. The detailed discussion and analysis that follows must be read in its entirety in order to fully understand our financial condition and results of operations.

Entegris, Inc. is a leading provider of materials integrity management products and services that purify, protect and transport the critical materials used in key technology-driven industries. Entegris derives most of its revenue from the sale of products and services to the semiconductor and data storage industries. The Company's customers consist primarily of semiconductor manufacturers, semiconductor equipment and materials suppliers, and hard disk manufacturers which are served through direct sales efforts, as well as sales and distribution relationships, in the United States, Asia and Europe.

Effective August 6, 2005 Entegris, Inc., a Minnesota corporation, and Mykrolis Corporation, a Delaware corporation, completed a strategic merger of equals transaction, pursuant to which they were each merged into a new Delaware corporation named Entegris, Inc. to carry on the combined businesses. The transaction was accounted for as an acquisition of Mykrolis by Entegris.

With the merger with Mykrolis Corporation, the Company added liquid and gas filters, liquid delivery systems, components and consumables used to precisely measure, deliver, control and purify the process liquids, gases and chemicals that are used in the semiconductor manufacturing process to our materials integrity management product offerings.

After the merger with Mykrolis, the Company offers a diverse product portfolio which includes more than 13,000 standard and customized products that we believe provide the most comprehensive offering of materials integrity management products and services to the microelectronics industry. Our materials integrity management products purify, protect and transport critical materials in the semiconductor manufacturing process.

Certain of these products are unit driven and consumable products that rely on the level of semiconductor manufacturing activity to drive growth while others rely on expansion of manufacturing capacity to drive growth. Our unit driven and consumable product class includes wafer shippers, disk shipping containers and test assembly and packaging products, membrane based liquid filters and housings, metal based gas filters and resin based gas purifiers, as well as PVA roller brushes for use in post CMP cleaning applications. Our capital expense driven products include our process carriers that protect the integrity of in-process wafers, components, systems and subsystems that use electro-mechanical, pressure differential and related technologies, to permit semiconductor and other electronics manufacturers to monitor and control the flow and condition of process liquids used in these manufacturing processes.

On September 12, 2005 we announced that we would divest our gas delivery, life science and tape and reel product lines. We expect these divestitures to be completed during late calendar 2005 or early calendar 2006. The gas delivery products include mass flow controllers, pressure controllers and vacuum gauges that are used by customers in manufacturing operations to measure and control process gas flow rates and to control and monitor pressure and vacuum levels during the manufacturing process. The life sciences products include stainless steel clean in place systems for life sciences applications. Tape and reel products include our Stream™ product line, which is a packaging system designed to protect and transport microelectronic components, while enabling the high-speed automated placement of the components onto printed circuit boards used for today's electronics. However, as part of the purchase accounting entries related to the merger, the fair value of the assets and liabilities of the gas delivery business have been classified as assets held for disposal and liabilities of the business to be disposed.

The Company's fiscal year is a 52- or 53-week period ending on the last Saturday of August. The last three fiscal years ended on the following dates: August 27, 2005, August 28, 2004, and August 30, 2003 and all included 52 weeks. Fiscal years are identified in this report according to the calendar year in which they end. For example, the fiscal year ended August 27, 2005 is alternatively referred to as "fiscal 2005" or "2005."

Key operating factors Key factors, which management believes have the largest impact on the overall results of operations of Entegris, Inc. include:

- ***The level of sales*** Since a large portion of the Company's product costs (excepting raw materials, purchased components and direct labor) are largely fixed in the short/medium term, an increase or decrease in sales affects gross profits and overall profitability significantly. Also, increases or decreases in sales and operating profitability affects certain costs such as incentive compensation, commissions and donations, all of which are highly variable in nature.
- ***The variable margin on sales***, which is determined by selling prices and the cost of manufacturing and raw materials, has a large effect on profit. This is also affected by a number of factors, which include the Company's sale mix, purchase prices of raw material, especially resin, purchased components, competition, both domestic and international, direct labor costs, and the efficiency of the Company's production operations, among others. The company has experienced significant increases in resin prices as a result of oil price increases in 2005, leading to lower margins.
- ***The Company's fixed cost structure is significant*** Increases or decreases in sales have a large impact on profitability. There are a number of large fixed or semi-fixed cost components, which include salaries, indirect labor, and benefits, and depreciation and amortization. It is not possible to vary these costs easily and in the short term as volumes fluctuate. Thus changes in sales volumes can affect the usage and productivity of these cost components and can have a large effect on the Company's results of operations.

Overall Summary of Fiscal 2005 Financial Results Net sales in fiscal 2005 increased by 5.9% over the prior year. This sales improvement was principally driven by the inclusion of sales from Mykrolis for the three-week period subsequent to the date of the merger. Overall business activity in the semiconductor market was relatively flat although specific product lines experienced stronger order and sales activity while certain other lines were lower than prior years. The Company's higher sales were associated with its data storage products while the life science and wafer handling businesses were flat or lower. Although sales increased year over year, the company reported lower gross margins due to changes in its sales mix with greater sales coming from 300 mm wafer products with relatively lower margins, higher resin prices, certain restructuring costs related to consolidation of some of its manufacturing facilities and the amortization of the write-up of inventory acquired as part of the merger with Mykrolis. The company also had significantly higher general and administrative costs as a result of the merger. These costs included the costs of integration activities, severance and termination costs and other transaction costs that were expensed during the period. As a result, the Company reported lower net income for the year when compared to a year ago.

Mykrolis Acquisition On August 6, 2005, Entegris acquired Mykrolis Corporation for a purchase price of approximately $645.0 million, which included Entegris common stock and vested share awards, as well as transaction costs. Mykrolis is a worldwide developer, manufacturer and supplier of liquid and gas delivery systems, components and consumables used to precisely measure, deliver, control and purify the process liquids, gases and chemicals that are used in the semiconductor manufacturing process.

The fair value of Entegris equity items was derived using an average market price per share of Entegris common stock of $9.94, which was based on Entegris' average stock price for the period two days before through two days after the terms of the acquisition were agreed to and announced on March 21, 2005. Under the terms of the merger agreement, each outstanding share of Mykrolis common stock was exchanged for 1.39 shares of Entegris common stock in a tax-free transaction.

The acquisition has been accounted for as a purchase business combination. Under the purchase method of accounting, the assets acquired and liabilities assumed from Mykrolis are recorded at the date of acquisition, at their respective fair values. The consolidated financial statements and reported results of operations of Entegris issued after completion of the acquisition reflect these values.

The purchase price of $645.0 million has been preliminarily allocated based on an estimate of the fair value of assets acquired and liabilities assumed (see Note 2 to the consolidated financial statements). The final valuation of net assets is expected to be completed as soon as possible, but no later than one year from the acquisition date. Given the size and complexity of the acquisition, the fair valuation of certain net assets is still being finalized. To the extent that our estimates need to be adjusted, the Company will do so.

Critical Accounting Policies

Management's discussion and analysis of financial condition and results of operations are based upon the Company's consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these consolidated financial statements requires the Company to make estimates, assumptions and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosure of contingent assets and liabilities. At each balance sheet date, management evaluates its estimates, including, but not limited to, those related to accounts receivable, warranty and sales return obligations, inventories, long-lived assets, and income taxes. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions. The critical accounting policies affected most significantly by estimates, assumptions and judgments used in the preparation of the Company's consolidated financial statements are discussed below.

Net Sales

The Company's net sales consist of revenue from sales of products net of trade discounts and allowances. The Company recognizes revenue upon shipment, primarily FOB shipping point, when evidence of an arrangement exists, contractual obligations have been satisfied, title and risk of loss have been transferred to the customer and collection of the resulting receivable is probable based upon historical collection results and regular credit evaluations. In most transactions, the Company has no obligations to its customers after the date products are shipped other than pursuant to warranty obligations. In the event that significant post-shipment obligations or uncertainties exist such as customer acceptance, revenue recognition is deferred as appropriate until such obligations are fulfilled or the uncertainties are resolved. For construction contracts for certain customized clean-in-place equipment, the Company recognizes revenues under the percentage-of-completion method, measured by the cost-to-cost method.

Accounts Receivable-Related Valuation Accounts.

The Company maintains allowances for doubtful accounts and for sales returns and allowances. Significant management judgments and estimates must be made and used in connection with establishing these valuation accounts. Material differences could result in the amount and timing of the Company's results of operations for any period if we made different judgments or utilized different estimates. In addition, actual results could be different from the Company's current estimates, possibly resulting in increased future charges to earnings.

The Company provides an allowance for doubtful accounts for all individual receivables judged to be unlikely for collection. For all other accounts receivable, the Company records an allowance for doubtful accounts based on a combination of factors. Specifically, management analyzes the age of receivable balances, historical bad debts write-off experience, industry and geographic concentrations of customers, general customer creditworthiness and current economic trends when determining its allowance for doubtful accounts. The Company's allowance for doubtful accounts was $2.2 million and $1.8 million at August 27, 2005 and August 28, 2004, respectively.

An allowance for sales returns and allowances is established based on historical trends and current trends in product returns. At August 27, 2005 and August 28, 2004, the Company's reserve for sales returns and allowances was $1.4 million and $1.2 million, respectively.

Inventory Valuation The Company uses certain estimates and judgments to properly value inventory. In general, the Company's inventories are recorded at the lower of manufacturing cost or market value. Each quarter, the Company evaluates its ending inventories for obsolescence and excess quantities. This evaluation includes analyses of inventory levels, historical write-off trends, expected product lives, sales levels by product and projections of future sales demand. Inventories that are considered obsolete are written off or a full valuation allowance is recorded.

In addition, valuation allowances are established for inventory quantities in excess of forecasted demand. Inventory valuation allowances were $8.0 million at August 27, 2005 compared to $4.2 million at August 28, 2004.

The Company's inventories comprise materials and products subject to technological obsolescence, which are sold in highly competitive industries. If future demand or market conditions are less favorable than current analyses, additional inventory write-downs or valuation allowances may be required and would be reflected in cost of sales in the period the revision is made.

Impairment of Long-Lived Assets The Company routinely considers whether indicators of impairment of its property and equipment assets, particularly its molding equipment, are present. If such indicators are present, it is determined whether the sum of the estimated undiscounted cash flows attributable to the assets in question is less than their carrying value. If less, an impairment loss is recognized based on the excess of the carrying amount of the assets over their respective fair values. Fair value is determined by discounting estimated future cash flows, appraisals or other methods deemed appropriate. If the assets determined to be impaired are to be held and used, the Company recognizes an impairment charge to the extent the present value of anticipated net cash flows attributable to the assets are less than the assets' carrying value. The fair value of the assets then becomes the assets' new carrying value, which we depreciate over the remaining estimated useful life of the assets.

The Company assesses the impairment of intangible assets and related goodwill at least annually, or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors considered important which could trigger an impairment review, and potentially an impairment charge, include the following:

- significant underperformance relative to historical or projected future operating results;
- significant changes in the manner of use of the acquired assets or the Company's overall business strategy;
- significant negative industry or economic trends; and
- significant decline in the Company's stock price for a sustained period changing the Company's market capitalization relative to its net book value;

Income Taxes In the preparation of the Company's consolidated financial statements, management is required to estimate income taxes in each of the jurisdictions in which the Company operates. This process involves estimating actual current tax exposures together with assessing temporary differences resulting from differing treatment of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included in the Company's consolidated balance sheet.

The Company intends to continue to reinvest its undistributed international earnings in its international operations; therefore, no U.S. tax expense has been recorded to cover the repatriation of such undistributed earnings.

The Company has significant amounts of deferred tax assets. Management reviews its deferred tax assets for recoverability on a quarterly basis and assesses the need for valuation allowances. These deferred tax assets are evaluated by considering historical levels of income, estimates of future taxable income streams and the impact of tax planning strategies. A valuation allowance is recorded to reduce deferred tax assets when it is determined that it is more likely than not that the Company would not be able to realize all or part of its deferred tax assets. The Company carried no valuation allowance against its deferred tax assets at either August 27, 2005 or August 28, 2004.

Warranty Claims Accrual

The Company records a liability for estimated warranty claims. The amount of the accrual is based on historical claims data by product group and other factors. Claims could be materially different from actual results for a variety of reasons, including a change in product failure rates and service delivery costs incurred in correcting a product failure, manufacturing changes that could impact product quality, or as yet unrecognized defects in products sold. At August 27, 2005 and August 28, 2004, the Company's accrual for estimated future warranty costs was $2.8 million and $2.0 million, respectively.

Business Acquisitions

The Company accounts for acquired businesses using the purchase method of accounting which requires that the assets acquired and liabilities assumed be recorded at the date of acquisition at their respective fair values. The judgments made in determining the estimated fair value assigned to each class of assets acquired and liabilities assumed, as well as asset lives, can materially impact net income. Accordingly, for significant items, the Company typically obtains assistance from independent valuation specialists.

There are several methods that can be used to determine the fair value of assets acquired and liabilities assumed. For intangible assets, the Company normally utilizes the "income method." This method starts with a forecast of all of the expected future net cash flows. These cash flows are then adjusted to present value by applying an appropriate discount rate that reflects the risk factors associated with the cash flow streams. Some of the more significant estimates and assumptions inherent in the income method or other methods include the projected future cash flows (including timing) and the discount rate reflecting the risks inherent in the future cash flows.

Determining the useful life of an intangible asset also requires judgment. For example, different types of intangible assets will have different useful lives and certain assets may even be considered to have indefinite useful lives. All of these judgments and estimates can significantly impact net income.

Results of Operations

The following table sets forth the relationship between various components of operations, stated as a percent of net sales, for fiscal years 2005, 2004 and 2003. The Company's historical financial data were derived from its audited consolidated financial statements and related notes included elsewhere in this annual report.

	2005	2004	2003
Net sales	100.0%	100.0%	100.0%
Cost of sales	62.0	56.5	60.8
Gross profit	38.0	43.5	39.2
Selling, general and administrative expenses	31.4	27.7	32.0
Engineering, research and development expenses	5.6	5.8	7.1
Other charges	—	—	0.6
Operating profit (loss)	1.1	10.0	(0.5)
Interest income, net	(0.7)	(0.1)	(0.2)
Other (income) expense, net	(0.6)	(0.3)	1.7
Income (loss) before income taxes and equity in earnings of affiliates	2.4	10.4	(1.9)
Income tax (benefit) expense	(0.3)	3.2	(2.5)
Equity in net loss of affiliates	0.1	—	0.1
Net income	2.6	7.1	0.5

Fiscal 2005 Compared to Fiscal 2004

Net sales Net sales increased 5.9% to $367.1 million in fiscal 2005 from $346.8 million in fiscal 2004. The increase reflected improvement in certain product lines and the impact of the Merger with Mykrolis that was closed on August 6, 2005, three weeks prior to the end of the Company's fiscal year.

The Company estimates that approximately two-thirds of the sales increase for 2005 was associated with the Mykrolis Merger. The increase from the Mykrolis Merger is included in the category "other" in the table below.

The following table summarizes total net sales by markets served for 2005 and 2004, along with the year-to-year percentage change:

(In thousands)	2005	2004	Percent change
Net sales:			
Semiconductor	$265,326	$274,755	(3)%
Data storage	42,429	32,761	30
Services	30,158	23,276	30
Other	29,187	15,972	83
	$367,100	$346,764	6%

The semiconductor market generated about 72% of the Company's overall sales for fiscal 2005, compared to about 79% in the prior year. Sales of semiconductor products decreased by 3% from fiscal 2004 to 2005. Both unit-driven product lines such as wafer shippers, and test, assembly and packaging products and capital-spending driven products, such as wafer and reticle carrier products and fluid handling products saw slight sales declines.

The Company's data storage products accounted for about 12% of consolidated net sales in 2005, compared to 9% a year ago. Year-over-year sales increased by 30% as customers experienced significant increased demand for a wide range of consumer driven electronic products. The increase in sales was particularly driven by results in the first three quarters of the fiscal year with sales moderating in the fourth quarter of the fiscal year.

Sales of services rose 30% from fiscal 2004 and accounted for 8% of Entegris' overall sales, compared to about 7% a year ago. The increase reflects growth from a service facility acquired in France in the third quarter of fiscal 2004 along with increased sales of equipment used to clean wafer shippers, disk carriers and other shipping products.

Other market sales rose 83% from fiscal 2004 and accounted for 8% of overall sales compared to 5% a year ago. Nearly all of the increase in other market sales was a result of the Mykrolis Merger completed late in the fiscal year.

On a geographic basis, Entegris' fiscal 2005 sales in North America were 37% of total sales, in Asia Pacific 32%, in Europe 16% and in Japan 15%. Sales in all regions increased with the highest increase coming from the Asia Pacific region.

Gross profit Gross profit in fiscal 2005 decreased by 7.6% to $139.5 million, compared to $150.9 million in fiscal 2004. As a percentage of net sales, the fiscal 2005 gross margin was 38%, compared to 43.5% in 2004. The reductions in the fiscal 2005 gross margin percentage figures were primarily the result of higher resin prices, estimated at slightly over 100 basis points; a change in product mix to some relatively lower margin wafer process products, the fourth quarter $5.9 million reduction in gross profit associated with the write-up of inventory to fair value in connection with the Merger with Mykrolis and costs of $3.6 million associated with consolidation of manufacturing facilities, mainly incurred in the fourth quarter.

The Company expects resin prices to continue to rise for several months in the new fiscal year as oil and natural gas price increases from the previous year are passed on in commodity prices. The Company expects price increases of raw materials to moderate in the latter half of fiscal 2006. The Company expects margins to be negatively affected in the first quarter of fiscal 2006 as a result of continuing amortization charges from the write-up of inventory acquired in the merger with Mykrolis. The write-up is being amortized over inventory turns and is expected to be fully utilized by November 2005. The Company expects that there will be continued pricing and margin pressures in the 300 mm wafer shipper and process products.

Selling, general and administrative expenses (SG&A) SG&A expenses increased $18.9 million, or 19.7%, to $115.1 million in fiscal 2005, up from $96.2 million in fiscal 2004. SG&A costs, as a percent of net sales, increased to 31.4% from 27.7%. This increase mainly reflects costs of $12.1 incurred by the Company in connection with the Merger with Mykrolis and includes severance and retention costs and costs associated with integration of the two operations as well the additional SG&A expenses recorded by Mykrolis after the date of the Merger.

The Company expects SG&A costs to be higher than normal during the first two quarters of next fiscal 2006 as integration costs and related severance and retention costs will continue for this period. In addition, the Company expects the overall SG&A costs to be higher as the Company will have a full year of sales and operating expenses related to the Merger. The Company expects that overall SG&A costs will decline on a pro forma basis resulting from the combination of various sales, marketing and other corporate functions during 2006. These savings are expected to be realized in the latter half of calendar 2006.

Engineering, research and development expenses (ER&D) ER&D expenses were essentially flat in 2005 at $20.4 compared to $20.1 million in 2004. Despite the slight increase in ER&D expenses, such costs as a percent of net sales, decreased to 5.6% from 5.8%, mainly reflecting the Company's higher net sales. As indicated earlier, a significant portion of the year over year sales growth was a result of the Mykrolis Merger towards the end of the year. The Company expects that ER&D costs will increase in 2006. However, these costs are expected to stay relatively stable as a percent of net sales. The Company's ER&D efforts continued to focus on the support or extension of current product lines, and the development of new products and manufacturing technologies.

Operating profit (loss) Operating profit, stated as a percent of net sales, was 1.1% for fiscal 2005, compared to 10.0% in fiscal 2004. The decline in 2005 was mainly due to lower gross profit as well as higher SG&A expenses as described above.

Interest income, net The Company reported net interest income of $2.5 million in 2005 compared to $0.3 million in 2004. The increases reflect higher average net invested balances and higher rates of interest available on the Company's investment in debt securities, when compared to a year ago. In addition, interest income in the third quarter of fiscal 2005 included $0.2 million related to interest on a tax refund received during the period.

Other (income) expense, net Other income was $2.1 million in fiscal 2005 compared to $1.0 million in fiscal 2004. Other income in fiscal 2005 included gains of $2.9 million associated with the sale of about 1.1 million shares of Nortem N.V. common stock as described in Note 6 to the Company's consolidated financials statements. Other income in fiscal 2004 included gains of $1.1 million associated with the sale of an aggregate 512,800 shares of Nortem N.V. common stock made periodically over the course of fiscal 2004.

The Company also recorded foreign currency remeasurement losses of $0.9 million in fiscal 2005 compared to foreign currency remeasurement losses of $0.2 million in 2004.

Income tax (benefit) expense The Company recorded an income tax benefit of $1.0 million in fiscal 2005 compared to income tax expense of $11.1 million for fiscal 2004. The effective tax rate for fiscal 2005 was (11.2)% compared to 31.0% in fiscal 2004. The Company's effective tax rate in fiscal 2005 is lower than the statutory federal rate of 35% in the United States due to lower taxes on foreign operations, a tax benefit associated with export activities, a tax benefit from the Company's investment in tax exempt securities, a tax credit associated with research and development activities, and a benefit of $1.4 million from the resolution of tax contingencies.

The Company's effective tax rate in fiscal 2004 was lower than the statutory federal rate of 35% in the United States due to lower taxes on foreign operations, a tax benefit associated with export activities, and a tax credit associated with research and development activities.

Fiscal 2004 Compared to Fiscal 2003

Net sales Net sales increased 38% to $346.8 million in fiscal 2004 from $251.1 million in fiscal 2003. The increase reflected continued improvement in the semiconductor industry and general economic conditions. The sales improvement was principally driven by the improved sales of the Company's semiconductor market product lines. In addition, sales associated with the Company's efforts to expand its materials integrity management expertise into new applications and expanded markets resulted in improved sales.

The Company estimates that approximately one-fifth of the sales increase for 2004 was associated with the sales generated by businesses or product lines acquired in the second quarter of fiscal 2003 for which no sales were recorded in the year-ago period prior to the dates of the acquisitions. Net sales for fiscal 2004 also included favorable foreign currency effects, primarily related to the strengthening of the Japanese yen, in the amounts of approximately $5.0 million.

The following table summarizes total net sales by markets served for 2004 and 2003, along with the year-to-year percentage change:

(In thousands)	2004	2003	Percent change
Net sales:			
Semiconductor	$274,755	$191,405	44%
Data storage	32,761	31,221	5
Services	23,276	20,354	14
Other	15,972	8,124	97
	$346,764	$251,104	38%

The semiconductor market generated about 79% of the Company’s overall sales for 2004, compared to about 76% in the prior year. Sales of semiconductor products rose by 44% from 2003 to 2004. Unit-driven product lines such as wafer shippers, and test, assembly and packaging products saw sales improvements in the 20% range. Sales of capital-spending driven products, such as wafer and reticle carrier products and fluid handling products, experienced sales gains generally exceeding 50% year-over-year.

The Company’s data storage products accounted for about 9% of consolidated net sales in 2004, compared to 12% a year ago. Year-over-year sales increased by 5% as customers experienced a well-publicized overbuild of hard disk drives in the later part of the year.

Services market sales rose 14% from fiscal 2003 and accounted for 7% of Entegris’ overall sales, compared to about 8% a year ago. This increase mainly reflects growth in both the Company’s sales of its on- and off-site cleaning services. Sales of equipment used to clean wafer, disk carrier and shipping products were essentially flat with those of a year earlier.

On a geographic basis, Entegris’ fiscal 2004 sales in North America were 38% of total sales, in Asia Pacific 30%, in Europe 16% and in Japan 16%. Primarily on the strength of improved semiconductor sales, year-over-year sales comparisons saw sales gains in excess of 25% in all regions, with sales to Asia Pacific up over 60%.

Gross profit Gross profit in fiscal 2004 increased 53% to $150.9 million, compared to $98.6 million in fiscal 2003. As a percentage of net sales, the fiscal 2004 gross margin was 43.5%, compared to 39.2% in 2003. Gross profit dollar gains were reported by both domestic and international operations. The improvements in fiscal 2004 gross margin percentage figures were primarily the result of the increased leverage associated with the improved sales levels noted above, which resulted in higher production levels.

Several factors combined to partially offset the benefit of the higher utilization of the Company’s production capacity in fiscal 2004. As was the case in the prior year, gross margin levels were adversely affected by the stronger sales of the Company’s life sciences market products, where gross margins are below those of the semiconductor and data storage markets. In addition, for much of the year, the Company expanded its manufacturing staffing levels to address the rapidly increasing sales demand. As a consequence of adding and training a large number of personnel, primarily temporary employees, operational efficiencies were not fully optimized. As a result, the Company believes it incurred expenses at a somewhat higher level than normal, offsetting the Company’s improved factory utilization.

The fiscal 2004 gross margin comparison to the prior year also benefited from the absence of certain items included in fiscal 2003 results. During the fourth quarter of fiscal 2003, the Company began the process, which it essentially completed early in fiscal 2004, of moving a portion of its manufacturing to a build-to-order model, which enabled the reduction of finished goods inventory. These actions led to significant under-absorption of fixed manufacturing costs during that period, accounting for approximately $2.2 million in reduced gross profit. Fiscal 2003 also included transition costs of approximately $1.0 million related to the integration of the wafer and reticle carrier product line acquisition. The Company also incurred costs in connection with the consolidation of several facilities in fiscal 2003.

Selling, general and administrative expenses (SG&A) SG&A expenses increased $15.9 million, or 20%, to $96.2 million in fiscal 2004, up from $80.3 million in fiscal 2003. SG&A costs, as a percent of net sales, decreased to 27.7% from 32.0%. This decline mainly reflects the leverage associated with the Company's increase in net sales.

The year-over-year increase was due primarily to increased incentive compensation, profit-sharing and donation accruals reflecting the Company's improved sales and profitability ($7.4 million), higher professional and consulting fees ($3.8 million), increased amortization expense ($0.9 million) and compensation expense associated with the issuance of shares of restricted stock ($1.2 million). Related to the last item, the Company changed a component of its long-term equity-based incentive programs by issuing fewer stock options and began issuing restricted stock grants. Under current accounting rules, the Company is required to expense the intrinsic value of restricted stock grants over their four-year graded vesting periods.

Other charges The Company incurred no "Other charges" in fiscal 2004. During the first quarter of fiscal 2003, the Company recorded a pre-tax charge of $1.8 million related to the relocation of its Upland, California operations and certain workforce reductions. The charge included $0.9 million in termination costs related to a workforce reduction of approximately 75 employees, $0.4 million for estimated losses for asset impairment and $0.5 million for future lease commitments on the Upland facility. As of August 28, 2004, future cash outlays of $0.1 million remained outstanding in connection with the aforementioned charge and are related to lease commitments, which run through July 2005. The Company recorded a pre-tax benefit of $0.2 million in the fourth quarter of 2003 associated with the favorable settlement of a portion of the future lease commitments included in the aforementioned charge.

Engineering, research and development expenses (ER&D) ER&D expenses increased 13% to $20.1 million in 2004 as compared to $17.8 million in 2003. Despite the increase in ER&D expenses, such costs as a percent of net sales, decreased to 5.8% from 7.1%, mainly reflecting the Company's higher net sales. About $0.7 million of the year-over-year increase in ER&D expenses was due to the incremental costs of ER&D activities associated with the Company's January 2003 acquisition of the assets of Electrol Specialties Company and its February 2003 acquisition of Asyst Technologies, Inc.'s wafer and reticle carrier product lines. In addition, $1.1 million and $0.3 million of the increase reflected the Company's investment in the development of its fuel cell, and tape and reel technologies, respectively. The Company ER&D efforts continued to focus on the support of current product lines, and the development of new products and manufacturing technologies.

Interest income, net The Company reported net interest income of $0.3 million in 2004 compared to $0.6 million in 2003. The decline reflects the lower rates of interest available on the Company's investments in short-term debt securities compared to the fiscal 2003.

Operating profit (loss) Operating profit, stated as a percent of net sales, was 10.0% for fiscal 2004, compared to an operating loss, stated as a percent of net sales, of 0.5% in fiscal 2003. The improvement in 2004 was mainly due to the leverage associated with increased sales levels, the effect of which was slightly offset by higher SG&A and ER&D expenses as described above.

Other (income) expense, net Other income was $1.0 million in fiscal 2004 compared to other expense of $4.3 million in fiscal 2003. Other income in fiscal 2004 included gains of $1.1 million associated with the sale of an aggregate 512,800 shares of Metron Technology N.V. (Metron) common stock made periodically over the course of fiscal 2004.

Other expense in 2003 included an impairment loss of $4.5 million, or $3.3 million after tax, related to the write-down of the Company's equity investment in Metron common stock. The Company, a founding shareholder of Metron, owned about 1.6 million shares of Metron common stock throughout 2003. Prior to the impairment charge, the Company's investment in Metron Technology N.V. common stock had a cost basis of $7.6 million. At November 30, 2003, the fair value of the investment was $3.1 million, based on a price of $2.00 per share, the closing price of Metron at that date. The decline in fair value was determined to be other-than-temporary. Accordingly, an impairment loss of $4.5 million was recorded and the investment in Metron common stock written down to a new cost basis of $3.1 million.

Income tax expense (benefit) The Company recorded income tax expense of $11.1 million for fiscal 2004 compared to an income tax benefit of $6.2 million in fiscal 2003. The main factor contributing to this variance is the Company's improvement in earnings from operations. The effective tax rate for fiscal 2004 was 31.0% compared to (129.4)% in fiscal 2003. The Company's effective tax rate in fiscal 2004 is lower than the statutory federal rate of 35% in the United States due to lower taxes on foreign operations, a tax benefit associated with export activities, and a tax credit associated with research and development activities.

The income tax benefit for fiscal 2003 includes one-time benefits of $0.9 million from the redetermination of prior years' taxes, $1.4 million from the reversal of a valuation allowance on the net operating loss carryforwards of certain non-U.S. subsidiaries, and $1.2 million related to the impairment loss recorded on the Company's investment in Metron stock, as well as benefits associated with the factors noted above related to fiscal 2004.

Net income The Company recorded net income of $24.8 million, or $0.32 per diluted share, in fiscal 2004, compared to net income of $1.3 million, or $0.02 per diluted share, in fiscal 2003.

Quarterly Results of Operations

The following table presents selected data from the Company's consolidated statements of operations for the eight quarters ended August 27, 2005. This unaudited information has been prepared on the same basis as the audited consolidated financial statements appearing elsewhere in this annual report. All adjustments which management considers necessary for the fair presentation of the unaudited information have been included in the quarters presented.

QUARTERLY STATEMENTS OF OPERATIONS DATA

	Fiscal 2004				Fiscal 2005			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
(In thousands)								
Net sales	$68,676	$79,970	$98,624	$99,494	$90,505	$84,950	$86,940	$104,705
Gross profit	27,529	34,632	44,300	44,442	36,912	34,680	35,114	32,793
Selling, general and administrative expenses	21,044	23,345	25,525	26,262	24,535	24,442	23,312	42,800
Engineering, research and development expenses	4,603	4,821	5,343	5,361	4,700	4,389	4,948	6,363
Operating profit (loss)	1,882	6,466	13,432	12,819	7,677	5,849	6,854	(16,370)
Net income (loss)	1,637	5,023	9,175	8,935	5,739	4,475	7,109	(7,930)
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
(Percent of net sales)								
Net sales	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Gross profit	40.1	43.3	44.9	44.7	40.8	40.8	40.4	31.3
Selling, general and administrative expenses	30.6	29.2	25.9	26.4	27.1	28.8	26.8	40.9
Engineering, research and development expenses	6.7	6.0	5.4	5.4	5.2	5.2	5.7	6.1
Operating profit (loss)	2.7	8.1	13.6	12.9	8.5	6.9	7.9	(15.6)
Net income (loss)	2.4	6.3	9.3	9.0	6.3	5.3	8.2	(7.6)

In the fourth quarter of fiscal 2005, the Company's results included a $5.9 million incremental charge associated with the write-up of inventory to fair value in connection with the Merger with Mykrolis and costs of $3.3 million associated with consolidation of manufacturing facilities, both included in cost of sales; and integration expenses of $11.4 million, mainly included in selling, general and administrative expenses.

In fiscal 2005, the Company's results also included gains on the sale of equity investments, classified as other income, of $1.8 million and $1.1 million in the third and fourth quarters, respectively.

Our quarterly results of operations have been, and will likely continue to be, subject to significant fluctuations due to a variety of factors, a number of which are beyond the Company's control.

Liquidity and Capital Resources

The Company has historically financed its operations and capital requirements through cash flow from operating activities, long-term loans, lease financing and borrowings under domestic and international short-term lines of credit. In fiscal 2000, Entegris raised capital via an initial public offering. In fiscal 2005, the company financed its Merger with Mykrolis Corporation through the issuance of common stock and stock options.

Operating activities Cash flow provided by operating activities totaled $47.0 million, $48.2 million, and $32.4 million in fiscal 2005, 2004, and 2003, respectively. Cash flow provided by operating activities in 2005 mainly reflected the Company's net earnings, combined with various noncash charges, including depreciation and amortization of $25.6 million. Such items were partly offset by the impact of working capital demands.

Accounts receivable increased by $0.4 million, while accounts receivable from affiliates decreased by $4.8 million. Days sales outstanding increased from 64 days at the beginning of the year to 67 days at the end of the year, which compared to 68 days two years earlier. Inventories decreased by $2.6 million over the fiscal 2004 year-end balance, mainly reflecting slight declines in raw material and work-in-process inventories. Accounts payable and accrued liabilities increased by $3.1 million.

Partly offsetting the net working capital decreases for receivables and inventory, accrued taxes fell by $6.0 million, mainly reflecting the higher tax payments made by the Company.

Working capital stood at $410.3 million at August 27, 2005, including $174.8 million in cash and cash equivalents, and short-term investments of $104.8 million.

Investing activities Cash flow provided by investing activities totaled $82.1 million in 2005. Cash flow used in investing activities totaled $88.6 million and $37.5 million in 2004 and 2003, respectively. The main component of the fiscal 2005 activity relates to the addition of $97.5 million in cash and cash equivalents recorded in connection with the acquisition of Mykrolis.

Acquisition of property and equipment totaled $20.8 million, $21.2 million, and $13.4 million in 2005, 2004 and 2003, respectively. Capital expenditures in 2005 included investments in manufacturing equipment of $12.4 million, with the remainder invested in tooling, computer and office equipment. The Company expects capital expenditures during fiscal 2006 to be about $40 million, consisting mainly of spending on facility expansions, manufacturing equipment, tooling and information systems.

The Company expended $7.4 million on direct costs associated with the acquisition of Mykrolis. Exclusive of the Mykrolis Merger, cash expended on the acquisition of businesses totaled $2.8 million, $5.1 million, and $44.4 million in 2005, 2004 and 2003, respectively. The fiscal 2005 expenditure relates to contingent consideration and other payments paid in connection with the terms of prior years' acquisitions.

The Company recorded proceeds from maturities, net of purchases, of debt securities classified as short-term investments of $9.0 million during 2005. The Company made purchases, net of proceeds from maturities, of $66.3 million in 2004 and proceeds from maturities, net of purchases, of $20.1 million in 2003.

Also, in fiscal 2005 and 2004, the Company recorded proceeds of $5.0 million and $2.2 million in connection with its sale of shares of Nortem common stock as described above under the caption "Other income". Proceeds of $2.2 million and $2.7 million from the sale of various property and equipment were recorded in fiscal 2005 and 2004, respectively.

Financing activities Cash provided by financing activities totaled $3.1 million, $1.8 million, and $10.7 million in fiscal 2005, 2004 and 2003, respectively.

The Company made payments of $21.6 million on borrowings and received proceeds from new borrowings totaling $22.1 million in 2005.

The Company recorded proceeds of $4.3 million, $5.1 million, and $6.4 million in 2005, 2004 and 2003, respectively, in connection with common shares issued under the Company's stock option and stock purchase plans.

As of August 27, 2005, the Company's sources of available funds comprised $174.8 million in cash and cash equivalents, $104.8 million in short-term investments as well as access to various credit facilities. Entegris has an unsecured revolving credit agreement with one commercial bank for borrowings of up to $10 million, with no borrowings outstanding at August 27, 2005 and lines of credit with five international banks that provide for borrowings of currencies for the Company's overseas subsidiaries, equivalent to an aggregate of approximately $16.4 million. Borrowings outstanding on these lines of credit were approximately $3.6 million at August 27, 2005.

At August 27, 2005, the Company held restricted cash totaling $1.4 million. These funds were collateral related to a security deposit under a lease for one of the Company's administrative, research and development and manufacturing facilities as well as other security deposits and were invested in certificates of deposit and money market funds at August 27, 2005.

The following table summarizes the maturities of the Company's significant financial obligations:

(In thousands)	Long-term debt	Operating leases	Total
Fiscal year ending:			
2006	$ 1,912	$ 10,598	$12,510
2007	5,227	6,488	11,715
2008	2,725	5,227	7,952
2009	8,497	4,040	12,537
2010	3,190	3,768	6,958
Thereafter	2,161	10,549	12,710
Total	$ 23,712	$ 40,670	$64,382

The Company expects to incur total expenses of approximately $30 million in connection with the integration activities resulting from its merger with Mykrolis, of which approximately $12 was recorded in fiscal 2005. Entegris expects that integration process following the merger will ultimately provide annualized cost savings of approximately $20 million. The Company expects these cost synergies to be fully in place by the middle of calendar year 2006.

As of August 27, 2005, under the lease terms relating to the vacated Bedford, Massachusetts facility, the Company had an option to purchase the facility at fair market value between June 2005 and November 2005, the expiration date of the lease, and the lessor had the option to sell the facility to the Company at 90% of the then current fair market value prior to November 30, 2005. In November 2005, pursuant to a Release and Termination Agreement, the Company paid the lessor $50 thousand in consideration of lessor's release and termination of its option under the lease.

The Company's unsecured revolving credit agreement, which expires in May 2008, allows for aggregate borrowings of up to $10 million with interest at Eurodollar rates plus 0.875%. Under the unsecured revolving credit agreement, the Company is subject to, and is in compliance with, certain financial covenants requiring a leverage ratio of not more than 2.25 to 1.00. In addition, the Company must maintain a calculated consolidated tangible net worth, which, as of August 27, 2005, was $462 million, while also maintaining consolidated aggregate amounts of cash and cash equivalents (which under the agreement may also include auction rate securities classified as short-term investments) of not less than $75 million.

At August 27, 2005, the Company's shareholders' equity stood at $1,023.4 million, up $651.2 million from $372.2 million at the beginning of the year. This increase was primarily due to the merger with Mykrolis, but also included the Company's net earnings, and the proceeds and tax benefits associated with shares issued under the Company's stock option and stock purchase plans.

On June 9, 2003, the Company announced that it had filed a shelf registration statement with the Securities and Exchange Commission. As amended, up to 25 million shares of the Company's common stock may be offered from time to time under the registration statement, including 17.5 million newly issued shares by Entegris and 7.5 million currently outstanding shares by certain shareholders of the Company. The Company stated that it would use the net proceeds from any future sale of new Entegris shares for general corporate purposes or to finance acquisitions. The Company would not receive any proceeds from any sale of shares by the selling shareholders. The shelf registration statement became effective as of May 19, 2004.

The Company believes that its cash and cash equivalents, short-term investments, cash flow from operations and available credit facilities will be sufficient to meet its working capital and investment requirements for the next 12 months. However, future growth, including potential acquisitions, may require the Company to raise capital through additional equity or debt financing.

Quantitative and Qualitative Disclosure About Market Risks

Entegris' principal financial market risks are sensitivities to interest rates and foreign currency exchange rates. The Company's interest-bearing cash equivalents and short-term investments, and long-term debt and short-term borrowings are subject to interest rate fluctuations. Most of its long-term debt at August 27, 2005 carries fixed rates of interest. The Company's cash equivalents and short-term investments are debt instruments with maturities of 24 months or less. A 100 basis point change in interest rates would potentially increase or decrease annual net income by approximately $1.7 million annually.

The cash flows and earnings of the Company's foreign-based operations are subject to fluctuations in foreign exchange rates. The Company occasionally uses derivative financial instruments to manage the foreign currency exchange rate risks associated with its foreign-based operations. At August 27, 2005, the Company was party to forward contracts to deliver Japanese yen, Taiwanese dollars and Euros with notional values of approximately $4.7 million, $1.2 million and $2.4 million, respectively. A hypothetical 10% change in the foreign currency exchange rates would potentially result in exchange gains or losses that would increase or decrease net income by approximately $0.5 million.

Impact of Inflation

The Company's consolidated financial statements are prepared on a historical cost basis, which does not completely account for the effects of inflation. Material and labor expenses are the Company's primary costs. The cost of certain polymers, its primary raw material, increased over 10% from one year ago. Entegris expects the cost of resins to increase in the upcoming fiscal year due to pricing surcharges implemented by some suppliers based on rising oil prices. Labor costs, including taxes and fringe benefits rose slightly in fiscal 2005 and moderate increases also can be reasonably anticipated for fiscal 2006. The Company's products are sold under contractual arrangements with our large customers and at current market prices to other customers. Consequently, the Company can adjust its selling prices, to the extent allowed by competition and contractual arrangements, to reflect cost increases caused by inflation. However, all of these cost increases may not be recoverable.

FACTORS AND UNCERTAINTIES THAT MAY AFFECT FUTURE RESULTS

The matters discussed in this Annual Report on Form 10-K, include forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include but are not limited to statements about:

- our strategy;
- our revenues;
- sufficiency of our cash resources;
- product development;
- our research and development and other expenses; and
- our operations and legal risks.

Discussions containing these forward-looking statements may be found throughout this report including in "Business" and in "Management's Discussion and Analysis of Financial Condition and Results of Operations", as well as any amendments thereto reflected in subsequent filings with the SEC. These statements are based on current management expectations and are subject to substantial risks and uncertainties which could cause actual results to differ materially from the results expressed in, or implied by, these forward-looking statements. When used herein or in such statements, the words "anticipate", "believe", "estimate", "expect", "may", "will", "should" or the negative thereof and similar expressions as they relate to Entegris or its management are intended to identify such forward-looking statements. We undertake no obligation to publicly release any revisions to the forward-looking statements or reflect events or circumstances after the date of this Annual Report on Form 10-K except as required by law. Potential risks and uncertainties that could affect our future operating results include the risk factors described elsewhere in this Annual Report on Form 10-K as well as the following:

RISKS RELATING TO OUR BUSINESS AND INDUSTRY

The semiconductor industry is highly cyclical, and industry downturns reduce revenue and profits.

Our business depends on the purchasing patterns of semiconductor manufacturers, which, in turn, depend on the current and anticipated demand for semiconductors and products utilizing semiconductors. The semiconductor industry is highly cyclical and historically has experienced periodic downturns, which often have resulted in decreased expenditures by semiconductor manufacturers. This cyclicality could cause our operating results to decline significantly from one period to the next. The cyclicality of our sales is illustrated by the following: during the industry downturn that began in fiscal 2001, Entegris Minnesota revenues declined significantly for three consecutive quarters from a high of $105.7 million in the second quarter of 2001 to a low of $45.9 million in the first quarter of 2002; similarly Mykrolis sales for 2004 were $289.2 million, an increase of $103.3 million over 2003.

Mykrolis net sales for 2003 were $185.9 million slightly up from 2002 sales of $178.4 million, but representing a decline of $36.8 million, or 17.1% from net sales in 2001. Mykrolis net sales for 2001 were $215.3 million, representing a $140.2 million, or 39.4%, decline from our net sales in 2000. Furthermore, even in periods of reduced demand, we must continue to maintain a satisfactory level of research and development expenditures and continue to invest in our infrastructure. At the same time, we have to manage our operations to be able to respond to significant increases in demand. In addition, because we typically do not have significant backlog, changes in order patterns have a more immediate impact on our revenues. We expect the semiconductor industry to continue to be cyclical. Any future downturns will reduce revenue and possibly increase pricing pressure, affecting both gross margin and net income. Such fluctuations in our results could cause our share price to decline substantially. We believe that period-to-period comparisons of our results of operations may not be meaningful, and you should not rely upon them as indicators of our future performance.

The semiconductor industry is subject to rapid demand shifts which are difficult to predict. As a result, our inability to meet demand in response to these rapid shifts may cause a reduction in our market share.

Our ability to increase sales of our products, particularly our capital equipment products, depends in part upon our ability to ramp up the use of our manufacturing capacity for such products in a timely manner and to mobilize our supply chain. In order to meet the demands of our customers, we may be required to ramp up our manufacturing capacity in as little as a few months. If we are unable to expand our manufacturing capacity on a timely basis or manage such expansion effectively, our customers could seek such products from other suppliers, and our market share could be reduced. Because demand shifts in the semiconductor industry are rapid and difficult to foresee, we may not be able to increase capacity quickly enough to respond to such an increase in demand.

Our annual and quarterly operating results are subject to fluctuations as a result of rapid demand shifts and our insignificant level of backlog and if we fail to meet the expectations of securities analysts or investors, the market price of our securities may decrease significantly.

Our sales and profitability can vary significantly from quarter to quarter and year to year. Because our expense levels are relatively fixed in the short-term, an unanticipated decline in revenue in a particular quarter could disproportionately affect our net income in that quarter. In addition, we make a substantial portion of our shipments shortly after we receive the order, and therefore we operate with an insignificant level of backlog. As a consequence of the just-in-time nature of shipments and the low level of backlog, our results of operations may decline quickly and significantly in response to changes in order patterns or rapid decreases in demand for our products. We anticipate that fluctuations in operating results will continue in the future. Such fluctuations in our results could cause us to fail to meet the expectations of securities analysts or investors, which could cause the market price of our securities to decline substantially. We believe that period-to-period comparisons of our results of operations may not be meaningful, and you should not rely upon them as indicators of our future performance.

We may not be able to accurately forecast demand for our products.

As noted above, we typically operate our business on a just-in-time shipment basis with a low level of backlog and we order supplies and plan production based on internal forecasts of demand. Due to these factors, we have, in the past, and may again in the future, fail to accurately forecast demand for our products, in terms of both volume and specific products for which there will be demand. This has lead to, and may in the future lead to, delays in product shipments, disappointment of customer expectations, or, alternatively, an increased risk of excess inventory and of inventory obsolescence. If we fail to accurately forecast demand for our products, our business, financial condition and operating results could be materially and adversely affected.

Semiconductor industry up-cycles may not reach historic levels but instead may reflect a lower rate of long-term growth, similar to the electronics industry.

Notwithstanding the severe and prolonged downturn in the semiconductor industry and the related reduction in manufacturing operations during the period 2001 to 2003, there may still be excess manufacturing capacity. In addition, there is no new high opportunity application to drive growth in the semiconductor industry, as was the case in 1998 with telecommunications and internet applications. Accordingly, some analysts have predicted that the semiconductor industry may experience lower growth rates during a recovery cycle than has historically been the case and that its longer-term performance may reflect this lower growth rate, which would be similar to the growth rate of the electronics industry.

If we are unable to maintain our technological expertise in design and manufacturing processes, we will not be able to successfully compete.

The microelectronics industry is subject to rapid technological change, changing customer requirements and frequent new product introductions. Because of this, the life cycle of our products is difficult to determine. We believe that our future success will depend upon our ability to develop and provide products that meet the changing needs of our customers, including the transition from the use of 200 millimeter wafers to 300 millimeter wafers, the shrinking of integrated circuit line-widths and the use of new classes of materials, such as copper, titanium nitride and organic and inorganic dielectric materials, which are materials that have either a low or high resistance to the flow of electricity. This requires that we successfully anticipate and respond to technological changes in manufacturing processes in a cost-effective and timely manner. Any inability to develop the technical specifications for any of our new products or enhancements to our existing products or to manufacture and ship these products or enhancements in volume in a timely manner could harm our business prospects and significantly reduce our sales. In addition, if new products have reliability or quality problems, we may experience reduced orders, higher manufacturing costs, delays in acceptance and payment, additional service and warranty expense and damage to our reputation.

Because our sales are concentrated on a small number of key customers, our revenue and profitability may materially decline if one or more of our key customers do not continue to purchase our existing and new products in significant quantities.

We depend and expect to continue to depend on a limited number of customers for a large portion of our business, and changes in several customers' orders could have had a significant impact on our operating results. If any one of our key customers decides to purchase significantly less from us or to terminate its relationship with us, our revenue and profitability may decline significantly. We could also lose our key customers or significant sales to our key customers because of factors beyond our control, such as a significant disruption in our customers' businesses generally or in a specific product line. These customers may stop incorporating our products into their products with limited notice to us and suffer little or no penalty for doing so. In addition, if any of our customers merge, we may experience lower overall sales from the merged companies. Because one of our strategies has been to develop long-term relationships with a few key customers in the product areas in which we focus and because we have a long product design and development cycle for most of our products and prospective customers typically require lengthy product qualification periods prior to placing volume orders, we may be unable to replace these customers quickly or at all.

Because we are subject to order and shipment uncertainties and many of our costs are fixed, any significant changes, cancellations or deferrals of orders or shipments could cause our revenue and profitability to decline or fluctuate.

As is typical in the microelectronics industry, we do not usually obtain long-term purchase orders or commitments from our customers. Instead, we work closely with our customers to develop non-binding forecasts of the future volume of orders. Customers may cancel their orders, change production quantities from forecasted volumes or delay production for reasons beyond our control. Order cancellations or deferrals could cause us to hold inventory for longer than anticipated, which could reduce our profitability, restrict our ability to fund our operations and cause us to incur unanticipated reductions or delays in our revenue. Our customers often change their orders multiple times between initial order and delivery. Such changes usually relate to quantities or delivery dates, but sometimes relate to the specifications of the products we are supplying. If a customer does not timely pay for these products, we could incur significant charges against our income. In addition, our profitability may be affected by the generally fixed nature of our costs. Because a substantial portion of our costs is fixed, we may experience deterioration in gross margins when volumes decline. From time to time, we make capital investments in anticipation of future business opportunities. If we are unable to obtain the anticipated business, our revenue and profitability may decline.

Competition from existing or new companies in the microelectronics industry could cause us to experience downward pressure on prices, fewer customer orders, reduced margins, the inability to take advantage of new business opportunities and the loss of market share.

We operate in a highly competitive industry. We compete against many domestic and foreign companies that have substantially greater manufacturing, financial, research and development and marketing resources than we do. In addition, some of our competitors may have more developed relationships with our existing customers than we do, which may enable them to have their products specified for use more frequently by these customers. We also face competition from the manufacturing operations of our current and potential customers, who continually evaluate the benefits of internal manufacturing versus outsourcing. As more original equipment manufacturers dispose of their manufacturing operations and increase the outsourcing of their products to liquid and gas delivery system and other component companies, we may face increasing competitive pressures to grow our business in order to maintain our market share. If we are unable to maintain our competitive position, we could experience downward pressure on prices, fewer customer orders, reduced margins, the inability to take advantage of new business opportunities and a loss of market share.

Competition in the semiconductor and data storage materials integrity management fields could intensify, which may limit our ability to maintain and increase our market share and raise prices.

We face substantial competition from a number of companies, some of which have greater financial, marketing, manufacturing and technical resources. Larger providers of materials integrity management solutions and products could emerge, with potentially broader product lines. Larger competitors could spend more time and resources on research and development, which could give those competitors an advantage in meeting customer demand. We expect that existing and new competitors will improve the design of their existing products and will introduce new products with enhanced performance characteristics. The introduction of new products or more efficient production of existing products by our competitors could diminish our market share and increase pricing pressure on our products. Further, customers continue to demand lower prices, shorter delivery times and enhanced product capability. If we do not respond adequately to such pressures, we could lose customers or orders. If we are unable to compete successfully, we could experience pricing pressures, reduced gross margins and order cancellations.

Lack of market acceptance of our 300 mm products as well as our other products could harm our operating results.

The growing trend toward the use of 300 mm wafers has contributed to the increasing complexity of the semiconductor manufacturing process. The greater diameter of these wafers requires higher tooling costs and presents more complex handling, storage and transportation challenges. We have made substantial investments to complete a full line of 300 mm wafer manufacturing and handling product lines, but there is no guarantee that our customers will adopt our 300 mm wafer manufacturing and handling product lines as they convert existing 200 mm wafer fabrication facilities to 300 mm wafer fabrication, or build new 300 mm wafer fabrication facilities. In addition, if the trend toward 300 mm wafer manufacturing does not evolve as we anticipate, sales of our products for these applications would be minimal and we might not recover our development costs.

Semiconductor and other electronic device manufacturers may direct semiconductor capital equipment manufacturers to use a specified supplier's product in their equipment. Accordingly, our success depends in part on our ability to have semiconductor and other electronic device manufacturers specify that our products be used at their fabrication facilities. Some of our competitors may have more developed relationships with semiconductor and other electronic device manufacturers, which enable them to have their products specified for use in manufacturers' fabrication facilities.

We may acquire other businesses, form joint ventures or divest businesses that could negatively affect our profitability, increase our debt and dilute your ownership of our company.

As part of our business strategy, we have, and we expect to continue to address gaps in our product offerings, diversify into complementary product markets or pursue additional technology and customers through acquisitions, joint ventures or other types of collaborations. We also expect to adjust our portfolio of businesses to meet our ongoing strategic objectives. As a result, we may enter markets in which we have no or limited prior experience and may encounter difficulties in divesting businesses that no longer meet our objectives. Competition for acquiring attractive businesses in our industry is substantial. In executing this part of our business strategy, we may experience difficulty in identifying suitable acquisition candidates or in completing selected transactions at appropriate valuations. Alternatively, we may be required to undertake multiple transactions at the same time in order to take advantage of acquisition opportunities that do arise; this could strain our ability to effectively execute and integrate these transactions. We intend to pay for these acquisitions with cash and/or our common stock which could impair our liquidity and dilute your ownership of our company. Further, we may not be able to successfully integrate any acquisitions that we do make into our existing business operations and we could assume unknown or contingent liabilities or experience negative effects on our reported results of operations from dilutive results from operations and/or from future potential impairment of acquired assets including goodwill related to future acquisitions. We may experience difficulties in operating in foreign countries or over significant geographical distances and in retaining key employees or customers of an acquired business, and our management's attention could be diverted from other business issues. We may not identify or complete these transactions in a timely manner, on a cost effective basis or at all, and we may not realize the benefits of any acquisition or joint venture.

We may be unable to successfully divest the operations that we have designated for divestiture.

On September 12, 2005 we announced our intention to divest our gas delivery, life science and tape and reel product lines. If we are unable to successfully divest these operations in a prompt manner, we may have to continue to operate these product lines for a more extended period of time and we may not be able to recover the book value of the assets associated with these product lines. If we are required to continue these operations our financial performance may be adversely impacted and we believe that period-to-period comparisons of our results of operations may not be meaningful, and you should not rely upon them as indicators of our future performance.

Risks Associated with our Merger

We may be unable to successfully integrate our operations and realize the full cost savings from the Merger that we anticipate.

The Merger involves the integration of two companies that have previously operated independently. The difficulties of combining the operations of the companies include:

- the challenge of effecting integration while carrying on an ongoing business;
- the necessity of coordinating geographically separate organizations;
- retaining and integrating personnel with diverse business backgrounds and cultures;

- retaining existing customers and strategic partners of each company; and
- implementing and maintaining consistent standards, controls, procedures, policies and information systems.

The process of integrating operations could cause an interruption of, or loss of momentum in, the activities of one or more of the combined company's businesses and the loss of key personnel. The diversion of management's attention and any delays or difficulties encountered in connection with the Merger and the integration of the two companies' operations could have an adverse effect on the business, results of operations or financial condition of the combined company.

Among the factors considered by the Entegris Minnesota and Mykrolis boards of directors in connection with their respective approvals of the merger agreement and the Merger were the benefits of the more diversified product line, the broader customer base and the enhanced technology capabilities, as well as the potential cost savings, that are expected to result from the Merger. We cannot give you any assurance that these benefits will be realized within the time periods contemplated or at all.

We have and will continue to incur substantial costs and expenses in connection with the Merger and the integration of our operations.

Entegris Minnesota and Mykrolis have incurred substantial transaction costs related to the Merger. These costs included fees for financial advisors, attorneys and accountants, filing fees and financial printing costs. In addition we expect that we will incur additional substantial expenses to integrate our operations and to achieve the cost saving that we expect from the Merger. These costs include severance expenses, costs of consultants and advisors related to the rationalization and combination of our benefit, compensation and incentive programs, the cost of such programs, facilities closure and relocation costs for certain manufacturing operations, and the costs of consolidating our information technology onto a single platform worldwide. In addition, we expect to incur attorneys and accountants fees related to the consolidation of our subsidiaries worldwide and the divestiture of businesses that no longer fit within our combined enterprise.

Manufacturing Risks

Our dependence on single and limited source suppliers could affect our ability to manufacture our products.

We rely on single or limited source suppliers for some plastic polymers that are critical to the manufacturing of our products. At times, we have experienced a limited supply of certain polymers as well as the need to substitute polymers, resulting in delays, increased costs and the risks associated with qualifying new polymers with our customers. An industry-wide increase in demand for these polymers could affect the ability of our suppliers to provide sufficient quantities to us. If we are unable to obtain an adequate quantity of such supplies, our manufacturing operations may be interrupted.

In addition, suppliers may discontinue production of polymers specified in certain of our products, requiring us in some instances to certify an alternative with our customers. If we are unable to obtain an adequate quantity of such supplies for any of the above reasons, our manufacturing operations may be affected. Obtaining alternative sources would likely result in increased costs and shipping delays, which could decrease profitability and damage our relationships with current and potential customers.

Prices for polymers can vary widely. In the current high oil price environment, some suppliers have added and may continue to add surcharges to the prices of the polymers we purchase. While, we have long-term arrangements with certain key suppliers of polymers that fixes our price for purchases up to specified quantities, if our polymer requirements exceed the quantities specified, we could be exposed to higher material costs. If the cost of polymers increases and we are unable to correspondingly increase the sales price of our products, our profit margins will decline.

Our production processes are becoming increasingly complex, and our production could be disrupted if we are unable to avoid manufacturing difficulties.

Our manufacturing processes are complex and require the use of expensive and technologically sophisticated equipment and materials. These processes are frequently modified to improve manufacturing yields and product quality. We have on occasion experienced manufacturing difficulties, such as temporary shortages of raw materials and occasional critical equipment breakdowns that have delayed deliveries to customers. A number of our product lines are manufactured at only one or two facilities, and any disruption could impact our sales until another facility could commence or expand production of such products.

Our manufacturing operations are subject to numerous risks, including the introduction of impurities in the manufacturing process that could lower manufacturing yields and make our products unmarketable; the costs and demands of managing and coordinating geographically diverse manufacturing facilities; and the disruption of production in one or more facilities as a result of a slowdown or shutdown in another facility. We could experience these or other manufacturing difficulties, which might result in a loss of customers and exposure to product liability claims.

We may lose sales if we are unable to timely procure, repair or replace capital equipment necessary to manufacture many of our products.

If our existing equipment fails, or we are unable to obtain new equipment quickly enough to satisfy any increased demand for our products, we may lose sales to competitors. In particular, we do not maintain duplicate tools for most of our important products. Fixing or replacing complex tools is time consuming, and we may not be able to replace a damaged tool in time to meet customer requirements. In addition, from time to time we may upgrade or add new manufacturing equipment which may require substantial lead times to build and qualify. Delays in building and qualifying new equipment could result in a disruption of our manufacturing processes and prevent us from meeting our customers' requirements so that they would seek other suppliers.

We incur significant cash outlays over long-term periods in order to research, develop, manufacture and market new products, which may never reach market or may have limited market acceptance.

We make significant cash expenditures to research, develop and market new products. For example, in fiscal 2005 we incurred $20.4 million of engineering, research and development expense. Similarly, Mykrolis incurred $25.7 million of research and development expense in 2004 and $19.1 million in 2003, and Entegris Minnesota incurred $20.1 million of engineering and research and development expense in fiscal 2004 and $17.8 million in fiscal 2003. The development period for a product can be as long as five years. Following development, it may take an additional two to three years for the sales of that product to reach a substantial level. We cannot be certain of the success of a new product. A product concept may never progress beyond the development stage or may only achieve limited acceptance in the marketplace. If this occurs, we do not receive a direct return on our expenditures and may not even realize any indirect benefits. Additionally, capacity expansion may be necessary in order to manufacture a new product. If sales levels do not increase to offset the additional fixed operating expenses associated with any such expansion, our revenue and profitability could decline and our prospects could be harmed.

We currently use Millipore's membrane manufacturing infrastructure, and our ability to meet our customer's demands will suffer if we do not successfully extend these arrangements or transition our membrane manufacturing operations to other facilities.

We have transition agreements in effect with Millipore relating to the manufacture and distribution of specified membrane products for limited periods of time. The manufacture of our membrane products is highly complex and requires sophisticated and costly equipment. We are entitled to continue to manufacture membrane in Millipore's plant until March of 2006 and we are engaged in negotiations to extend that agreement which we expect to conclude in the near future. However, we might not be able to successfully extend these arrangements or successfully transition the membrane production to a different facility after that date. As a result, any prolonged disruption in the operations of any of our manufacturing facilities or any unforeseen delays in shifting membrane manufacturing operations to a new facility, whether due to technical or labor difficulties, destruction or damage to the facility or other reasons, could result in increased costs and reduced revenues and profitability and could harm our prospects.

We are subject to a variety of environmental laws which could cause us to incur significant expenses.

In addition to other regulatory requirements affecting our business, we are subject to a variety of federal, state, local and foreign regulatory requirements relating to the use, disposal, clean-up of, and human exposure to, hazardous chemicals. We generate and handle materials that are considered hazardous waste under applicable law. If we fail to comply with any present or future regulations, we could be subject to future liabilities or the suspension of production. In addition, compliance with these or future laws could restrict our ability to expand our facilities or build new facilities or require us to acquire costly equipment, incur other significant expenses or modify our manufacturing processes.

We are currently relocating certain manufacturing operations within our Chaska Minnesota plants and between Chaska and our Colorado Springs and Kulim, Malaysia plants as well as consolidating our Yonezawa, Japan plants. If we are unable to successfully manage these transfers, our ability to deliver product to our customers could be disrupted and our business, financial condition and results of operations could be adversely affected.

In order to enhance the efficiency and cost effectiveness of our manufacturing operations we are moving several product lines from one of our Chaska, MN plants to another and from our Chaska plants to our Colorado Springs and Kulim, Malaysia plants as well as consolidating our Yonezawa, Japan plants. These product lines involve technically complex manufacturing processes that require considerable expertise to operate. If we are unable to complete these transfers in a systematic manner within established schedules or if we are unable to successfully operate these relocated manufacturing processes in the destination plant, production may be disrupted and we may not be able to deliver these products to meet customer orders in a timely manner, which could harm our business.

Loss of any of our key personnel could hurt our business because of their experience in the microelectronics industry and their technological expertise. Similarly, our inability to attract and retain new qualified personnel could inhibit our ability to operate and grow our business successfully.

We depend on the services of our key senior executives and other technological experts because of their experience in the microelectronics industry and their technical expertise. The loss of the services of one or several of our key employees or an inability to attract, train and retain qualified and skilled employees, specifically research and development and engineering personnel, could result in the loss of customers or otherwise inhibit our ability to operate and grow our business successfully. During the recent extended downturn in the semiconductor industry Mykrolis had to impose salary reductions on our senior employees and freeze merit increases in an effort to maintain our financial position. Similarly, changes in accounting rules requiring fair value accounting for stock options will make it more expensive to provide our employees with equity incentives, which may require us to reduce the level of equity compensation. These actions may have an adverse effect on employee loyalty and may make it more difficult for us to attract and retain key personnel. In addition, our ability to successfully integrate acquired facilities or businesses depends, in part, on our ability to retain and motivate key management and employees hired by us in connection with the acquisition. Further, the process of integrating our operations pursuant to the Merger has and will continue to result in reductions in force; if we are unable to successfully manage this process and maintain a stable work environment, we could lose employees with critical skills.

If we are unable to protect our intellectual property rights, our business and prospects could be harmed.

Our future success and competitive position depend in part upon our ability to obtain and maintain proprietary technology used in our principal product families. We rely, in part, on patent, trade secret and trademark law to protect that technology. We routinely enter into confidentiality agreements with our employees. However, there can be no assurance that these agreements will not be breached, that we will have adequate remedies for any breach or that our confidential and proprietary information and technology will not be independently developed by or become otherwise known to third parties. We have obtained a number of patents relating to our products and have filed applications for additional patents. We cannot assure you that any of our pending patent applications will be approved, that we will develop additional proprietary technology that is patentable, that any patents owned by or issued to us will provide us with competitive advantages or that these patents will not be challenged by third parties. Patent filings by third parties, whether made before or after the date of our filings, could render our intellectual property less valuable. Competitors may misappropriate our intellectual property, and disputes as to ownership of intellectual property may arise. In addition, if we do not obtain sufficient international protection for our intellectual property, our competitiveness in international markets could be significantly impaired, which would limit our growth and future revenue. Furthermore, there can be no assurance that third parties will not design around our patents.

Protection of our intellectual property rights has and may continue to result in costly litigation.

We may from time to time be required to institute litigation in order to enforce our patents, copyrights or other intellectual property rights, to protect our trade secrets, to determine the validity and scope of the proprietary rights of others or to defend against claims of infringement. Such litigation could result in substantial costs and diversion of resources and could negatively affect our sales, profitability and prospects regardless of whether we are able to successfully enforce our rights. For example, on March 3, 2003 Mykrolis filed a lawsuit against Pall Corporation in the United States District Court for the District of Massachusetts alleging infringement of two of its U.S. patents. This lawsuit also sought a preliminary injunction preventing Pall Corporation from manufacturing, using, selling, offering for sale or importing into the United States the infringing product. As of the date of filing this Annual Report on Form 10-K, the court has dissolved a preliminary injunction against Pall and questioned the validity of the patents in suit. Mykrolis has appealed this ruling. In addition, on June 28, 2005, Entegris Minnesota filed a lawsuit against Miraial Co. Ltd. in the United States District Court for the District of Minnesota alleging the infringement, contributory infringement or inducement to infringe of five of its U.S. patents relating to containers for transporting and storing silicon wafers use in the manufacture of semiconductors. This lawsuit also sought a preliminary injunction preventing the defendant from directly infringing, infringing by inducement or contributing to the infringement of these patents. See, "Item 3. Legal Proceedings" above for a full description of these lawsuits. We have assumed both of these lawsuits pursuant to the Merger and intend to prosecute them vigorously. We expect that these lawsuits will continue for extended periods of time and that we will incur substantial costs in pursuing them.

If we infringe on the proprietary technology of others, our business and prospects could be harmed.

Our commercial success will depend, in part, on our ability to avoid infringing or misappropriating any patents or other proprietary rights owned by third parties. If we are found to infringe or misappropriate a third party's patent or other proprietary rights, we could be required to pay damages to such third party, alter our products or processes, obtain a license from the third party or cease activities utilizing such proprietary rights, including making or selling products utilizing such proprietary rights. If we are required to obtain a license from a third party, there can be no assurance that we will be able to do so on commercially favorable terms, if at all.

International Risks

We conduct a significant amount of our sales activity and manufacturing efforts outside the United States, which subjects us to additional business risks and may cause our profitability to decline due to increased costs.

Sales to customers outside the United States accounted for approximately 64% of our net sales in fiscal 2005, 62% of Entegris Minnesota's net sales in fiscal 2004, and 59% of Entegris Minnesota's net sales in 2003. We anticipate that international sales will continue to account for a majority of our net sales. In addition, a number of our key domestic customers derive a significant portion of their revenues from sales in international markets. We also manufacture a significant portion of our products outside the United States and are dependent on international suppliers for many of our parts. We intend to continue to pursue opportunities in both sales and manufacturing internationally. Our international operations are subject to a number of risks and potential costs that could adversely affect our revenue and profitability, including:

- unexpected changes in regulatory requirements that could impose additional costs on our operations or limit our ability to operate our business;

- greater difficulty in collecting our accounts receivable and longer payment cycles than is typical in domestic operations;
- changes in labor conditions and difficulties in staffing and managing foreign operations;
- liability for foreign taxes assessed at rates higher than those applicable to our domestic operations; and
- political and economic instability.

In the past, we have incurred costs or experienced disruptions due to the factors described above and expect to do so in the future. For example, our operations in Asia, and particularly Korea, Taiwan and Japan, have been negatively impacted in the past as a result of regional economic instability, most recently in 1998. In addition, Taiwan and Korea account for a growing portion of the world's semiconductor manufacturing. There are currently strained relations between China and Taiwan and there are continuing tensions between North Korea and South Korea and the United States. Any adverse developments in those relations could significantly disrupt the worldwide production of semiconductors, which would lead to reduced sales of our products.

Fluctuations in the value of the U.S. dollar in relation to other currencies may lead to lower net income or may cause us to raise prices, which could result in reduced net sales.

Foreign currency exchange rate fluctuations could have an adverse effect on our net sales and results of operations. Unfavorable foreign currency fluctuations against the U.S. dollar could require us to increase prices to foreign customers, which could result in lower net sales by us to such customers. Alternatively, if we do not adjust the prices for our products in response to unfavorable foreign currency fluctuations, our profitability could decline. In addition, sales made by our foreign subsidiaries will be denominated in the currency of the country in which these products are sold, and the currency we receive in payment for such sales could be less valuable at the time of receipt versus the time of sale as a result of foreign currency exchange rate fluctuations.

An increased concentration of wafer manufacturing in Japan could result in lower sales of our wafer shipper products.

A large percentage of the world's 300 mm wafer manufacturing currently takes place in Japan. Our market share in Japan is currently lower than in other regions we serve. During fiscal 2004, Entegris Minnesota expanded its manufacturing capabilities in Japan in order to improve its market share. If we are not able to successfully operate our manufacturing capability and increase market share in Japan, we might not be able to maintain our global market share in wafer shipper products, especially if 300 mm wafer manufacturing in Japan increases.

Terrorist attacks, such as the attacks that occurred in New York and Washington, D.C. on September 11, 2001, and other acts of violence or war may affect the markets in which we operate and hurt our profitability.

Terrorist attacks may negatively affect our operations and your investment. There can be no assurance that there will not be further terrorist attacks against the United States or United States businesses. These attacks or armed conflicts may directly impact our physical facilities or those of our suppliers or customers. Our primary facilities include headquarters, research and development and manufacturing facilities in the United States, sales, research and development and manufacturing facilities in Japan and Malaysia, and sales and service facilities in Europe and

Asia. Also these attacks have disrupted the global insurance and reinsurance industries with the result that we may not be able to obtain insurance at historical terms and levels for our facilities. Furthermore, these attacks may make travel and the transportation of our supplies and products more difficult and more expensive and may ultimately affect the sales of our products in the United States and overseas. As a result of terrorism the United States may enter into additional armed conflicts, which could have a further impact on our domestic and international sales, our supply chain, our production capacity and our ability to deliver products to our customers. The consequences of these armed conflicts and instability are unpredictable and we may not be able to foresee events that could have an adverse effect on our business and your investment.

Risks Related to the Securities Markets and Ownership of our Securities

Because of the past volatility of the stock price of Entegris Minnesota and Mykrolis, the price of our common stock in the future may likewise be volatile so that the ability to trade our common shares may be adversely affected and our ability to raise capital through future equity financing may be reduced.

The stock prices of both Entegris Minnesota and Mykrolis have been volatile in the past and the price of our common stock may be volatile in the future. For example: in fiscal year 2005, Entegris Minnesota's stock price ranged from $7.67 to $11.88 per share and Mykrolis' stock price ranged from $8.54 to $17.61; in fiscal 2004, Entegris Minnesota's stock price ranged from $7.84 to $15.46 per share and Mykrolis' stock price ranged from $8.85 to $16.49 per share.

The trading price of our common shares is subject to wide fluctuations in response to various factors, some of which are beyond our control, including factors discussed elsewhere in this report and including the following: the failure to meet the published expectations of securities analysts; changes in financial estimates by securities analysts; press releases or announcements by, or changes in market values of, comparable companies; volatility in the markets for high technology stocks, general stock market price and volume fluctuations, which are particularly common among securities of high technology companies; stock market price and volume fluctuations attributable to inconsistent trading volume levels; additions or departures of key personnel; and involvement in or adverse results from litigation. These market fluctuations may cause the trading price of our common stock to decrease.

Recently enacted changes in the securities laws and regulations are likely to increase our costs.

The Sarbanes-Oxley Act of 2002 has required changes in some of our corporate governance, securities disclosure and compliance practices. In response to the requirements of that Act, the Securities and Exchange Commission and the NASDAQ have promulgated new rules and listing standards covering a variety of subjects. Compliance with these new rules and listing standards has increased our legal and financial and accounting costs, and we expect these increased costs to continue indefinitely. We also expect these developments to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be forced to accept reduced coverage or incur substantially higher costs to obtain coverage. Likewise, these developments may make it more difficult for us to attract and retain qualified members of our board of directors, particularly independent directors, or qualified executive officers.

If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results. As a result, current and potential stockholders could lose confidence in our financial reporting, which would harm our business and the trading price of our stock.

Effective internal controls are necessary for us to provide reliable financial reports. If we cannot provide reliable financial reports, our business and operating results could be harmed. We have in the past discovered, and may in the future discover, areas of our internal controls that need improvement.

For example, during the fiscal 2005 year-end audit, a material weakness in internal control over financial reporting was identified (described below). This material weakness resulted in a material misstatement of compensation expense, which was identified and corrected prior to the issuance of the accompanying 2005 consolidated financial statements. This material weakness represents more than a remote likelihood that a material misstatement of the Company's annual or interim financial statements would not have been prevented or detected. The impact of this adjustment did not require the restatement of any of our financial statements.

Management has assessed the effectiveness of our internal control over financial reporting as of August 27, 2005. In making its assessment of internal control over financial reporting, management used the criteria set forth by the Committee of Sponsoring Organizations ("COSO") of the Treadway Commission in Internal Control—Integrated Framework. In performing this assessment, the following material weakness in internal control over financial reporting as of August 27, 2005 was identified: We did not have effective policies and procedures, or personnel with sufficient knowledge of accounting for compensation related matters in purchase accounting transactions, to ensure that such transactions were accounted for in accordance with generally accepted accounting principles. Specifically, our policies and procedures did not provide for effective identification of, and consideration of, terms in compensation arrangements that impact the accounting for compensation arrangements.

Based on the material weakness in the Company's internal control over financial reporting described above, management has concluded that, as of August 27, 2005, the Company's internal control over financial reporting was not effective based on the criteria set forth by the COSO of the Treadway Commission in Internal Control—Integrated Framework.

Any failure to implement and maintain the improvements in the controls over our financial reporting, or difficulties encountered in the implementation of these improvements in our controls, could cause us to fail to meet our reporting obligations. Any failure to improve our internal controls to address the identified material weakness could also cause investors to lose confidence in our reported financial information, which could have a negative impact on the trading price of our stock.

Changes to financial accounting standards may affect our reported results of operations and could result in a decrease in the value of your shares.

With the commencement of effectiveness of the requirement that employee stock option and employee stock purchase plan shares should be treated as a compensation expense using the fair value method, we will incur significant compensation charges and our results of operations could be adversely affected.

Provisions in our charter documents, Delaware law and our shareholder rights plan may delay or prevent an acquisition of us, which could decrease the value of your shares.

Our certificate of incorporation and By-Laws, Delaware law and our shareholder rights plan contain provisions that could make it harder for a third party to acquire us without the consent of our board of directors. These provisions include limitations on actions by our stockholders by written consent. In addition, our board of directors has the right to issue preferred stock without stockholder approval, which could be used to dilute the stock ownership of a potential hostile acquirer. Our shareholder rights plan will permit our stockholders to purchase shares of our common stock at a 50% discount upon the occurrence of specified events, including the acquisition by anyone of 15% or more of our common stock, unless such event is approved by our board of directors. Delaware law also imposes restrictions on mergers and other business combinations between us and any holder of 15% or more of our outstanding common stock. Although we believe these provisions provide for an opportunity to receive a higher bid by requiring potential acquirers to negotiate with our board of directors, these provisions apply even if the offer may be considered beneficial by stockholders. If a change of control or change in management is delayed or prevented, the market price of our common stock could suffer.

Your percentage ownership in us may be diluted by future issuances of capital stock, which could reduce your influence over matters on which stockholders vote.

Subject to applicable NASDAQ standards, our board of directors has the authority, without action or vote of our stockholders, to issue all or any part of our authorized but unissued shares. Issuances of common stock or the exercise of employee and director stock options would dilute your percentage ownership interest, which will have the effect of reducing your influence over matters on which our stockholders vote. In addition, we may issue substantial quantities of our common stock in order to effect acquisitions which will also dilute your ownership interest. If the issuances are made at prices that reflect a discount from the then current trading price of our common stock, your interest in the book value of our common stock might be diluted.

Item 7a. Quantitative and Qualitative Disclosures about Market Risk

The information required by this item can be found under the subcaption “Quantitative and Qualitative Disclosure About Market Risks” of “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Item 7.

Item 8. Financial Statements and Supplementary Data.

The information called for by this item is set forth in the Consolidated Financial Statements and Schedule Covered by the Report of Independent Registered Public Accounting Firm at the end of this report commencing at the pages indicated below:

All of the foregoing Consolidated Financial Statements and Schedule are hereby incorporated in this Item 8 by reference.

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure.

This item is not applicable.

Item 9A. Controls and Procedures.

MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

(a) Evaluation of Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's reports under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the Company's Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, that there are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures.

During the fiscal 2005 year-end audit, a material weakness in internal control over financial reporting was identified (see Management's Annual Report on Internal Control Over Financial Reporting (Item 9A(b) below). This material weakness resulted in a material misstatement of compensation expense, which was identified and corrected prior to the issuance of the accompanying 2005 consolidated financial statements. This material weakness represents more than a remote likelihood that a material misstatement of the Company's annual or interim financial statements would not have been prevented or detected.

In connection with the preparation of this Annual Report on Form 10-K, as of August 27, 2005, an evaluation was performed under the supervision and with the participation of the Company's management, including the CEO and CFO, of the effectiveness of the design and operation of the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act). Based on that evaluation and due to the aforementioned material weakness in internal control over financial reporting, the Company's CEO and CFO concluded that the Company's disclosure controls and procedures were not effective as of August 27, 2005.

(b) MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Exchange Act. The Company's internal control system is designed to provide reasonable assurance to the Company's management and Board of Directors regarding the preparation and fair presentation of published financial statements. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

An internal control material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected.

Management has assessed the effectiveness of the Company's internal control over financial reporting as of August 27, 2005. In making its assessment of internal control over financial reporting, management used the criteria set forth by the Committee of Sponsoring Organizations ("COSO") of the Treadway Commission in Internal Control—Integrated Framework. In performing this assessment, the following material weakness in internal control over financial reporting as of August 27, 2005 was identified: The Company did not have effective policies and procedures, or personnel with sufficient knowledge of accounting for compensation related matters in purchase accounting transactions, to ensure that such transactions were accounted for in accordance with generally accepted accounting principles. Specifically, the Company's policies and procedures did not provide for effective identification of, and consideration of, terms in compensation arrangements that impact the accounting for compensation arrangements.

Based on the material weakness in the Company's internal control over financial reporting described above, management has concluded that, as of August 27, 2005, the Company's internal control over financial reporting was not effective based on the criteria set forth by the COSO of the Treadway Commission in Internal Control—Integrated Framework.

Entegris, Inc. acquired Mykrolis Corporation effective August 6, 2005, and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting consolidated total assets of $397 million and consolidated revenues of $14 million included in the consolidated financial statements of Entegris, Inc. and subsidiaries as of and for the year ended August 27, 2005.

The Company's independent registered public accounting firm, KPMG LLP, has audited management's assessment of the effectiveness of the Company's internal control over financial reporting as of August 27, 2005 and has issued a report which appears on page F-3 of this Annual Report of Form 10-K.

(C) REMEDIATION STEPS TO ADDRESS MATERIAL WEAKNESS

To remediate the material weakness in the Company's internal control over financial reporting, the Company plans to take the following actions: (i) implement additional review procedures over purchase accounting practices and (ii) implement additional review procedures over the selection and application of accounting policies and procedure. Management, with the oversight of the Audit & Finance Committee, is committed to effectively remediating known weaknesses as expeditiously as possible. Although the Company's remediation efforts are expected to be completed during the first quarter of 2006, the Company's weaknesses will not be considered remediated until new internal controls are operational for a period of time and are tested, and management concludes that these controls are operating effectively.

CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING

There has been no change in the Company's internal control over financial reporting during the Company's quarter ended August 27, 2005 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information.

No information was required to be disclosed in a report on Form 8-K in the fourth quarter that was not so disclosed.

PART III

Item 10. Directors and Executive Officers of Entegris.

Directors

Entegris has a Board of Directors currently consisting of ten Directors, all of whom have terms expiring at the 2006 Annual Meeting. There are no family relationships between or among any officers or directors of Entegris.

The following table sets forth information concerning our directors:

Name of Nominee	Age	Principal Occupation	Director Since*
Gideon Argov	49	President & Chief Executive Officer, Entegris, Inc.	2004
James E. Dauwalter	54	Chairman of the Board, Entegris, Inc.	1999
Michael A. Bradley	56	Chief Executive Officer, Teradyne, Inc.	2001
Michael P.C. Carns	68	Independent Business Consultant	2001
Daniel W. Christman	62	Senior Vice President, International Affairs, U.S. Chamber of Commerce	2001
Gary F. Klingl	65	Management Consultant	2000
Roger D. McDaniel	66	Retired Executive	1999
Paul L.H. Olson	54	Executive Vice President, Bethel College & Seminary	2003
Thomas O. Pyle	65	Retired Healthcare Executive	2001
Brian F. Sullivan	44	Chief Executive Officer, SteriMed, Inc.	2003

Set forth below are the principal occupation and business experience during the past five years of each director as well as the names of other publicly held companies of which he serves as a director. All of the directors became Entegris directors effective with the Merger on August 6, 2005.

Gideon Argov serves as our President and Chief Executive Officer. He served as the Chief Executive Officer and a director of Mykrolis from November 2004 until the Merger. Prior to joining Mykrolis, Mr. Argov was a Special Limited Partner at Parthenon Capital, a Boston-based private equity partnership, since 2001. He served as Chairman, Chief Executive Officer and President of Kollmorgen Corporation from 1991 to 2000. From 1988 to 1991 he served as Chief Executive Officer of High Voltage Engineering Corporation. Prior to 1988, he led consulting engagement teams at Bain and Company. He is a director of Interline Brands, Inc. and Fundtech Corporation.

Michael A. Bradley has served as a director of Mykrolis and as Chairman of the Audit & Finance Committee of the Mykrolis Board of Directors from 2001 until the Merger. He has been the Chief Executive Officer of Teradyne, Inc since May of 2004. Prior to that he served a President of Teradyne, Inc. since May of 2003 and as President, Semiconductor Test Division of Teradyne since March of 2001. Mr. Bradley served as the Chief Financial Officer of Teradyne, Inc. from 1999 until 2001 and as a Vice President of Teradyne since 1992. Prior to that, Mr. Bradley held various finance, marketing, sales and management positions with Teradyne and worked in the audit practice group of the public accounting firm of Coopers and Lybrand. Mr. Bradley was appointed to Teradyne's Management Committee in 1994 and its Executive Committee in 1996. Mr. Bradley received his A.B. degree from Amherst College and an M.B.A. from the Harvard Business School.

James E. Dauwalter serves as our non-executive Chairman of the Board. He was appointed Chief Executive Officer of Entegris Minnesota in January 2001, served as President of Entegris Minnesota from June 2000 to January 2005, and served a director of Entegris Minnesota since June 1999. Mr. Dauwalter has also served as Chief Operating Officer of Entegris Minnesota from March 2000 to January 2001, and was its Executive Vice President from March 2000 through June 2000. Prior to that time, Mr. Dauwalter had been a director of Fluoroware since 1982 and also served as Executive Vice President and Chief Operating Officer of Fluoroware since September 1996. Mr. Dauwalter serves on the board of directors of the Community Bank of Chaska.

Michael P.C. Carns has served as a director of Mykrolis and as a member of the Management Development & Compensation Committee of the Mykrolis Board of Directors since 2001 and as Chairman of that committee since 2004 until the Merger. Mr. Carns retired in the grade of General from the United States Air Force in September 1994 after 35 years of service. General Carns currently is an independent business consultant. From 2001 through 2003, he served as Vice Chairman of PrivaSource, Inc., a software company focusing on health data privacy and security. From 1995 to 2000, General Carns served as President and Executive Director of the Center for International Political Economy. From May 1991 until his retirement, General Carns served as Vice Chief of Staff, United States Air Force. From September 1989 until 1991, he served as Director of the Joint Staff, Joint Chiefs of Staff. General Carns is a director of Engineered Support Systems, Inc. (manufacture and service of integrated military electronics systems) and Rockwell Collins, Inc. (aviation and information technology). He is also a member of the Department of Defense Science Board and numerous professional and civic organizations. General Carns graduated from the United States Air Force Academy in 1959; from the Harvard Business School in 1967; and from the Royal College of Defence Studies, London in 1977.

Daniel W. Christman has served as a director of Mykrolis and as a member of the Audit & Finance Committee of the Mykrolis Board of Directors from 2001 until the Merger. From February of 2003 through 2004 he was designated as the Presiding Director of the Mykrolis Board of Directors. In 2003 he became a Senior Vice President, International Affairs of the U.S. Chamber of Commerce. From 2001 until 2003 he was the President and Executive Director of the Kimsey Foundation, Washington, D.C., which has been active in education and community development in the Washington, D.C. area as well as in international issues that focus on the alleviation of human suffering. He was named to this position in July 2001, after his retirement as a Lieutenant General from a career in the United States Army that spanned more than 36 years. Immediately prior to his retirement, General Christman served as the Superintendent of the United States Military Academy at West Point since 1996. From 1994 until 1996, General Christman served as Assistant to the Chairman of the Joint Chiefs of Staff of the United States. General Christman's key command positions have also included the U.S. Army's Engineer School in the early 1990's, and the U.S. Army Corps of Engineer District in Savannah, Georgia. General Christman also served in President Ford's administration as a member of the National Security

Council staff, where he shared responsibility for strategic arms control. General Christman currently serves as a member of the Board of Directors of Ultralife Batteries, Inc., a manufacturer of high energy lithium batteries for military, industrial and consumer applications and of United Services Automobile Association. General Christman is a graduate of the United States Military Academy at West Point, where he also was an Assistant Professor of Economics. General Christman holds an MPA degree in public affairs and an MSE degree in civil engineering from Princeton University and a Juris Doctor degree from The George Washington University Law School.

Gary F. Klingl served as a director of Entegris Minnesota and as Chairman of the Compensation and Stock Option Committee of the Entegris Minnesota Board of Directors from September 2000 until the Merger. Since 1994, Mr. Klingl has served as a management consultant. Prior to 1994, Mr. Klingl served as President of Green Giant Worldwide, a division of The Pillsbury Company and held various other management positions at Pillsbury.

Roger D. McDaniel served as a director of Entegris Minnesota and as a member of the Compensation and Stock Option and of the Audit Committees of the Entegris Minnesota Board of Directors from August 1999 until the Merger. Prior to that time, Mr. McDaniel was a director of Fluoroware since August 1997. Mr. McDaniel, currently retired, was President and Chief Executive Officer of IPEC, Inc., a manufacturer of chemical-mechanical planarization (CMP) equipment for the semiconductor industry, from 1997 to 1999. From 1989 to August 1996, Mr. McDaniel was the Chief Executive Officer of MEMC, a silicon wafer producer, and was also a director of MEMC from April 1989 to March 1997. Mr. McDaniel is a director of Veeco Instruments, Inc. He is also a past director and Chairman of the Semiconductor Equipment and Materials International (SEMI) organization.

Paul L.H. Olson served as a director of Entegris Minnesota and as Chairman of the Governance Committee of the Entegris Minnesota Board of Directors from March 2003 until the Merger. Mr. Olson has served as Executive Vice President of Bethel University since 2002. Prior to 2000, Mr. Olson was a founding executive of Sterling Commerce, Inc., an electronic commerce software concern. Prior to his role with Sterling Commerce, he held executive positions with Sterling Software, Inc. and Michigan National Corp. Mr. Olson is a member of the board of directors of several private companies and non-profit organizations, including Prophet 21, Inc. (2001-2005), WMC Industries, Inc. (2004 – present), Pura Vida Coffee LLC (2001- present), Bethel University (1997 – 2000) and CCCA (2001 – present). Mr. Olson holds a doctorate degree from the University of Pennsylvania.

Thomas O. Pyle has served as a director of Mykrolis and as a member of the Audit & Finance Committee of the Mykrolis Board of Directors from 2001 until the Merger. Effective January 1, 2005 he became the non-executive Chairman of the Board of Directors of Mykrolis. Since June of 2004 Mr. Pyle has also served as the non-executive Chairman of the Board and a director of PolyMedica, Inc. Mr. Pyle retired from his position as Senior Advisor to the Boston Consulting Group in 1997, a position he had held since 1992, other than from January to April of 1993 when he served on the White House Task Force on Healthcare Reform and from October 1993 through September 1994 when he served as Chief Executive Officer of MetLife HealthCare. From April 2001 until April 2002 he was Chairman, Chief Executive Officer and director of PrivaSource Incorporated, a software company focusing on health data privacy and security, and was the Chairman and a director of that organization until July 2003. Mr. Pyle served Harvard Community Health Plan, Inc. as its President, director and Chief Executive Officer from 1978 until 1991. Mr. Pyle received his M.B.A. from the Harvard Business School. He served as a director of Controlled Risk Insurance Company, Ltd. from 1976 until August 2003 and as its Chairman from 1976 to 1989 and from 2000 until 2002. Mr. Pyle currently serves as a member of the Board of Directors of Medical Education for South African Blacks, a charitable foundation, and as its Treasurer. He is also a director of the Pioneer Institute, a non-profit public policy research organization.

Brian F. Sullivan served as a director of Entegris Minnesota and as a member of its Compensation and Stock Option Committee from December 2003 until the Merger. Mr. Sullivan has served as Chief Executive Officer of SterilMed, Inc. since 2002. From 1999 to 2002, Mr. Sullivan was co-chairman of an on-line grocery delivery company, SimonDelivers.com. Mr. Sullivan co-founded Recovery Engineering, Inc. in 1986, and was Chairman and Chief Executive Officer until it was sold in 1999. Mr. Sullivan is a member of the board of directors of Sontra Medical Corporation, as well as several private companies and non-profit organizations.

Executive Officers

Information called for by this item with respect to registrant's executive officers is set forth under "Executive Officers of Entegris" in Item 1 of this report.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Securities Exchange Act of 1934 requires the Company's directors and officers and persons who own more than 10 percent of Entegris Common Stock to file with the Securities and Exchange Commission and the New York Stock Exchange initial reports of ownership and reports of changes in ownership of Entegris common stock. Entegris is required to disclose any failure to file these reports by the required due dates. All of these filing requirements were satisfied in a timely manner except for one Form 4 with respect to restricted stock awards that were filed on behalf of each of Messrs. McDaniel, Olson and Sullivan one day after the deadline, one Form 4 report by Mr. Goodman that was timely filed but omitted required information and the report correcting the omission was filed three weeks following the due date and one Form 4 report with respect to the purchase of common stock by Mr. Graves that was filed two days after the deadline.

Code of Ethics

The Company has adopted a code of ethics, the Entegris Code of Business Ethics, that applies to all of our employees including our chief executive officer, chief financial officer and controller. A copy of the Entegris Code of Business Ethics is posted on our website at http://www.Entegris.com, under "Investor Relations – Governance". The Entegris Code of Business Ethics is available in print to any stockholder that requests a copy. A copy of the Entegris Code of Business Ethics may be obtained by contacting Peter W. Walcott, the Company's Senior Vice President & General Counsel at the Company's Billerica offices. The Company intends to comply with the requirements of Item 10 of Form 8-K with respect to any waiver of the provisions of the Entegris Code of Business Ethics applicable to the registrant's chief executive officer, chief financial officer or controller by posting notice of any such waiver at the same location on our website.

Audit Committee

The Board of Directors has a standing Audit & Finance Committee, which provides the opportunity for direct contact between the Company's independent accountants and the directors. The Board of Directors has adopted a written charter for the Audit & Finance Committee, a copy of which is posted on the Company's web site http://www.Entegris.com under "Investor Relations – Governance". The responsibilities of the Audit & Finance Committee include selection, appointment, compensation and oversight of the Company's independent accountants as well as reviewing the scope and results of audits and reviewing the Company's internal accounting control policies and procedures. The Audit & Finance Committee held one meeting during fiscal 2005, however the Audit Committee of Entegris Minnesota held nine meetings during that period. The current members of the Audit & Finance Committee are Messrs. Bradley, Christman and McDaniel, each of whom has been determined by the Board of Directors to be "independent" as defined under NASDAQ listing standards. The Board of Directors has also determined that Michael A. Bradley, the Chairman of the Audit & Finance Committee, and Committee member Roger D. McDaniel each possesses the attributes of an "audit committee financial expert" as that term is defined in the rules of the Securities and Exchange Commission.

Procedures for Recommending Nominees to the Board of Directors

Under the Company's By-Laws any stockholder of record of Entegris may nominate candidates for election to the Board of Directors or present other business at an annual meeting if a written notice is delivered to the Secretary of Entegris at the Company's principal executive offices not less than 60 days nor more than 90 days prior to the first anniversary of the preceding year's annual meeting. Such written notice must set forth: (i) as to each person whom the stockholder proposes to nominate for election as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors pursuant to the Securities Exchange Act of 1934, as amended, (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); (ii) as to any other business to be brought before the meeting, (a) a brief description of the business, (b) the reasons for conducting such business and (c) any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (iii) as to the stockholder and the beneficial owner, if any, on whose behalf the nomination or proposal is made, (a) the name and address of such stockholder and such beneficial owner and (b) the number of shares of common stock that are held of record by such stockholder and owned beneficially by such beneficial owner.

Item 11. Executive Compensation.

Compensation of Directors

Effective August 10, 2005, the Entegris Board of Directors adopted the following standard compensation arrangements for non-employee directors: an annual retainer of $40,000 plus an annual fee of $2,000 for service on the Management Development & Compensation Committee and the Governance and Nominating Committee and $5,000 for service on the Audit & Finance Committee. Committee chairmen receive an annual fee in lieu of the committee service fee of $5,000 for the Management Development & Compensation Committee and the Governance and Nominating Committee and of $8,000 for the Audit & Finance Committee. Non-employee directors are also entitled to annual equity awards of 10,000 shares of restricted stock on the date of each Annual Meeting with restrictions lapsing one year following the date of award. In addition, non-employee directors are reimbursed for their out-of-pocket expenses incurred in connection with services as a director. The Entegris Board of Directors adopted the following standard compensation arrangements for the non-executive Chairman of the Board (Mr. Dauwalter): the above specified annual retainer plus an annual chairman's fee of $40,000. All of the foregoing fees are paid quarterly in arrears.

On August 10, 2005 the Board of Directors approved an award of 4,167 restricted shares of Entegris common stock to each non-employee director, the restrictions on which shall lapse on the date of the annual meeting of stockholders for 2006. In addition, during fiscal 2005 each non-employee director of Entegris Minnesota (Messrs. Klingl, McDaniel, Olson and Sullivan) received for service as a director to Entegris Minnesota an annual retainer of $20,000 plus $2,000 for each regularly scheduled board meeting attended and $1,000 for each committee meeting attended; committee chairmen received annual retainers of $3,000 ($5,000 for Audit committee) and an additional $1,000 per meeting. During fiscal 2005 each non-employee director of Entegris Minnesota received a stock option grant covering 9,000 shares at an exercise price equal to 100% of fair market value on the date of grant; these options vested in full six months following the date of grant.

Employee directors receive no compensation for their service as a director.

Compensation of Executive Officers

The following table sets forth compensation information for: (i) each Chief Executive Officer, (ii) the three other executive officers of Entegris who, based on compensation from Entegris and its subsidiaries, were the most highly compensated for the fiscal year ended August 27, 2005; and (iii) two former executive officers who would qualify as highly compensated if they were still employed by the Company on August 27, 2005. All information set forth in this table reflects compensation earned by these individuals for services with Entegris and Entegris Minnesota with respect to each of the last three fiscal years. For ease of reference, we collectively refer to these executive officers throughout this section as the "named executive officers."

Summary Compensation Table

		Annual Compensation			Long Term Compensation		
Name and Principal Position	Year	Salary ($)	Bonus ($)(2)	Other Annual Compen-sation ($)(3)	Restricted Stock Awards ($)(4)	Securities Underlying Options (#)(5)	All Other Compen-sation (6)
James E. Dauwalter(1) (7), Chairman and Chief Executive Officer	2005	$420,000	$437,640	0	$ 181,353	0	$ 14,550
	2004	$412,308	$386,925	0	$ 219,375	0	$ 8,200
	2003	$377,500	$120,250	0	0	130,000	$ 8,607
Gideon Argov(1), Chief Executive Officer	2005	$ 25,962	0	0	$2,084,000	0	$ 652
	2004	0	0	0	0	0	0
	2003	0	0	0	0	0	0
John D. Villas, Senior Vice President, Treasurer and Chief Financial Officer	2005	$225,697	$186,115	0	$1,250,597	47,000	$ 17,066
	2004	$213,712	$197,241	0	$ 126,563	45,000	$ 8,313
	2003	$198,248	$ 71,234	0	0	75,000	$ 8,650
Gregory B. Graves, Senior Vice President Strategic Planning & Business Development	2005	$218,198	$178,540	0	$1,250,597	47,000	$ 17,153
	2004	$210,923	$196,522	0	$ 126,563	45,000	$ 10,170
	2003	$203,923	$ 87,164	0	0	70,000	$ 0
John Goodman, Senior Vice President, Chief Technology & Innovation Officer	2005	$190,396	$155,520	0	$ 930,978	31,000	$ 16,848
	2004	$186,723	$192,049	0	$ 67,275	22,500	$ 7,672
	2003	$181,872	$ 50,320	0	0	65,000	$ 8,648
Individuals no longer serving as Executive Officers							
Stan Geyer(7), Former Chairman of the Board	2005	$249,716	$321,881	0	$ 139,503	0	$ 14,550
	2004	$341,700	$318,208	0	$ 168,750	0	$ 8,200
	2003	$339,381	$132,623	0	0	100,000	$ 8,607
Michael W. Wright(8), Former Chief Operating Officer	2005	$292,987	$251,108	0	$ 209,250	85,000	$215,176(8)
	2004	$287,404	$256,650	0	$ 168,750	60,000	$ 7,574
	2003	$280,394	$ 97,545	0	$ 93,600	200,000	$ 8,265

(1) Mr. Dauwalter served as the Chairman and Chief Executive Officer of Entegris Minnesota until the Merger with Mykrolis which became effective August 6, 2005, at which time he became our non-executive Chairman of the Board. Mr. Argov became our President and Chief Executive Officer effective with the Merger with Mykrolis.

(2) Included in the amounts listed under this column are: **(a)** payments under executive management incentive program earned during the indicated fiscal year, calculated as described under "Compensation Committee Report on Executive Compensation" below; and **(b)** with respect to 2005, the integration planning bonus paid by Entegris in conjunction with the planning of our integration with Mykrolis following the Merger.

(3) None of the perquisites and other benefits paid to each named executive officer exceeded the lesser of $50,000 or 10% of the total annual salary and bonus received by each named executive officer.

(4) Restricted stock awards are valued at the closing price for Entegris Minnesota or Entegris common stock on the NASDAQ on the date of award, as the case may be. All restricted stock reported have the right to receive dividends; the Company has never paid a cash dividend. **(a)** As of August 27, 2005, the number and value of the restricted stock holdings were as follows: Mr. Dauwalter 33,855 shares with a value of $350,061, Mr. Argov 269,500 shares with a value of $2,786,630, Mr. Villas 120,365 shares with a value of $1,244,574, Mr. Graves 120,365 shares with a value of $1,244,574, Mr. Goodman 88,386 shares with a value of $913,911, and Mr. Geyer 26,042 shares with a value of $269,274; **(b)** The restricted stock awards listed in the above table for Messrs. Dauwalter, Villas, Graves, Goodman and Geyer were made on October 15, 2003, October 15, 2004 and/or August 10, 2005; the restricted stock award listed for Mr. Argov were made on November 21, 2004 and August 16, 2005; the October 15, 2003 award and the October 15, 2004 both vest 25% on each anniversary of the date of award; the August 2005 awards vest 37.5% on December 31, 2005 and 5.21% on the last business day of each of the 12 calendar quarters following January 1, 2006. The restricted stock awards listed for Mr. Wright all vested on August 6, 2005 pursuant to the agreement described in footnote 8 below.

(5) Stock options are granted and restricted stock is awarded by the Management Development & Compensation Committee and relate to the total cash compensation of the named executive officer for the current year. (See "Stock Option Grants in Fiscal 2005" and "Compensation Committee Report on Executive Compensation" below).

(6) Includes: **(a)** amounts contributed by the Company under the Entegris, Inc. 401(k) Savings and Profit Sharing Plan, a tax-qualified Section 401(k) profit sharing/defined contribution plan (the "Savings Plan") with respect to 2005, 2004 and 2003 for Company profit sharing contributions and Company "matching" contributions with respect to compensation deferred pursuant to the Savings Plan to: Messrs. Dauwalter, Graves, Villas, Goodman and Geyer all of the amounts indicated in the table; and Mr. Wright of $15,176 with respect to fiscal 2005 and all of the amounts indicated in the table with respect to fiscal years 2004 and 2003; **(b)** Amounts paid during fiscal 2005 for premiums on term life insurance for the benefit of Mr. Argov of $75; and **(c)** Amounts paid during fiscal 2005 for long term disability coverage for the benefit of Mr. Argov of $577.

(7) Messrs. Dauwalter and Geyer entered into separation agreements with Entegris Minnesota that we assumed pursuant to the Merger. These separation agreements are discussed under "Compensation Committee Report on Executive Compensation" below.

(8) We entered into an employment agreement and release with Mr. Wright pursuant to which, among other things, Mr. Wright: (i) resigned as an executive officer effective August 6, 2005; (ii) agreed to act as a non-executive senior advisor to the chief executive officer for a period of 2 years; (iii) is entitled to severance payments of $200,000 on August 26, 2005, $979,980 on January 2, 2006 and $620,020 on January 2, 2007; (iv) is entitled to compensation as senior advisor of $100,000 per year for each of the two years following the effective date of his resignation; (v) was vested in all unvested stock options and restricted stock awards; with stock options continuing to be exercisable during such 2 year period; (vi) will receive continued medical coverage for such 2 year period; and (vii) was granted the right to purchase his company vehicle from Entegris at book value.

Stock Option Grants in Fiscal 2005

The following table shows all grants of options to acquire shares of Entegris common stock to the named executive officers during the fiscal year ended August 27, 2005:

	Individual Grants					
					Potential Realizable Value at Assumed Annual Rates of Stock Price Appreciation for Option Term [4]	
Name	Number of Securities Underlying Options Granted(#)[1]	Percent of Total Options Granted to Employees in Fiscal 2005[2]	Exercise Price Per Share ($)[3]	Expiration Date	5% ($)	10% ($)
James E. Dauwalter	—	—	—	—	—	—
Gideon Argov	—	—	—	—	—	—
John D. Villas	47,000	4.2	8.37	10/15/2014	247,401	626,962
Gregory B. Graves	47,000	4.2	8.37	10/15/2014	247,401	626,962
John Goodman	31,000	2.8	8.37	10/15/2014	163,179	413,528
	Individuals no longer serving as Executive Officers					
Stan Geyer	—	—	—	—	—	—
Michael W. Wright	85,000	7.6	8.37	10/15/2014	447,427	1,133,868

(1) All of these options are subject to the terms of the Entegris, Inc. 1999 Long-Term Incentive and Stock Option Plan and to the terms of the standard Non-Qualified Stock Option Grant Agreement between the named executive officer and Entegris and are exercisable only after they vest.

(2) Percentage is based on options covering a total of 1,125,150 shares granted to all Entegris employees and non-employee directors during fiscal 2005.

(3) All options were granted at an exercise price equal to the fair market value of the common stock of Entegris Minnesota on the date of grant.

(4) The amounts shown on this table represent hypothetical gains that could be achieved for the respective options if exercised at the end of the option term. These gains are based on assumed rates of stock appreciation of 5% and 10% compounded annually from the date the respective options were granted to their expiration date. The gains shown are net of the option exercise price, but do not include deductions for taxes or other expenses associated with the exercise. Actual gains, if any, on stock option exercises will depend on the future performance of the Company’s common stock, the option holder’s continued employment through the option period and the date on which the options are exercised.

Fiscal 2005 Option Exercises and Year-End Option Values

The following table contains certain information regarding stock option exercises and stock options held as of August 27, 2005 by the named executive officers.

Name	Shares Acquired On Exercise (#)	Value Realized ($)[1]	Number of Securities Underlying Unexercised Options At Fiscal Year-End		Value of Unexercised In-The-Money Options At Fiscal Year-End ($)	
			Exercisable	Unexercisable	Exercisable	Unexercisable[2]
James E. Dauwalter	0	$ 0	836,130	98,750	$4,443,855	$ 366,225
Gideon Argov	0	$ 0	0	625,500(3)	0	$ 1,244,745
John D. Villas	0	$ 0	239,550	90,250	$ 475,298	$ 276,193
Gregory B. Graves	0	$ 0	75,750	70,250	$ 64,278	$ 146,243
John Goodman	$ 25,250	$ 108,595	135,550	70,750	$ 211,368	$ 224,603
Individuals no longer serving as Executive Officers						
Stan Geyer	0	$ 0	809,618	80,000	$4,576,296	$ 291,000
Michael W. Wright	$ 29,049	$ 87,559	489,300	0	$ 960,427	$ 0

(1) Value realized is based on the difference between the option exercise price and the fair market value at the time of exercise.

(2) Value is based on the difference between the option exercise price and the fair market value at August 26, 2005 ($10.34) multiplied times the number of shares underlying the options.

(3) Represents the conversion of an option granted by Mykrolis into an option to acquire Entegris common stock at the Merger exchange ratio of 1:1.39.

Management Development & Compensation Committee

The members of the Entegris Management Development & Compensation Committee are Gary F. Klingl, Chairman, Michael P.C. Carns and Brian F. Sullivan. Until the Merger the members of the Entegris Minnesota Compensation and Stock Option Committee were Gary F. Klingl, Roger D. McDaniel and Brian F. Sullivan. No member of either the Entegris Management Development & Compensation Committee or the Entegris Minnesota Compensation and Stock Option Committee was at any time during fiscal year 2005 an officer or employee of either Entegris or Entegris Minnesota or any subsidiary of either of them, nor has any member of either of such committees had any relationship with either Entegris or Entegris Minnesota requiring disclosure under Item 404 of Regulation S-K under the Securities Act of 1933.

During fiscal 2005, no executive officer of either Entegris or Entegris Minnesota has served as a director or member of the compensation committee (or other committee serving an equivalent function) of any other entity, one of whose executive officers served as a director of or member of either the Management Development & Compensation Committee of Entegris or the Compensation and Stock Option Committee or Entegris Minnesota.

Employment Contract and Change of Control Agreements

On May 4, 2005, Mykrolis entered into an employment agreement with Mr. Argov that provides that Mykrolis will employ Mr. Argov as chief executive officer for a term of three years, subject to automatic extension from year to year unless either party gives notice that the employment term shall not be extended. This agreement was assumed by Entegris pursuant to the Merger and was expressly approved by the Entegris Board of directors on August 10, 2005. The employment contract continues Mr. Argov's current salary of $450,000 through 2005 and provides for a salary of $600,000 commencing January 1, 2006. In addition Mr. Argov will be eligible to participate in Entegris' incentive bonus plan at a target bonus level of 75% of base salary, in other employee benefits offered by Entegris, including equity incentive plans, and in any supplemental retirement plan offered by Entegris. He will also be entitled to receive a financial planning allowance. In the event of the termination of Mr. Argov's employment under certain circumstances, he will be entitled to severance benefits that vary depending on the circumstances of the termination, including the severance benefits to which he is entitled in the event of a termination following a change of control (as defined in the agreement) which are substantially identical to the change of control agreements described below. If Mr. Argov is terminated by Entegris or a successor other than for cause, if he terminates his own employment for good reason or if Entegris or its successor elects not to extend the agreement for any of the otherwise automatic one-year extension periods, he will receive, in addition to all forms of compensation that he has accrued prior to termination, (i) payment of base salary commencing with the first regular payday in the seventh month following the date of termination for two years following the date of termination (or through the day immediately preceding the third anniversary of the effective date of the agreement if termination occurs prior to the first anniversary of the effective date of the agreement); (ii) the greater of the target bonus or the highest bonus paid to Mr. Argov during the three years prior to termination; (iii) continuation of health, dental and group life insurance coverage through the date Mr. Argov continues to receive his base salary following termination or the date he becomes eligible for such coverage with a different employer; (iv) immediate vesting of all outstanding unvested equity awards; and (v) reimbursement of up to $15,000 in outplacement services. Mr. Argov agreed to non-competition and non-solicitation covenants with Entegris for a period of two years following the termination of his employment.

There are currently effective agreements with Messrs. Goodman, Graves and Villas as well as four other executive officers, to provide them with certain severance benefits in the event of a "Change of Control" of Entegris. In substance, a Change of Control shall be deemed to have occurred when any person becomes the beneficial owner, directly or indirectly, of 30% or more of the Company's then outstanding Common Stock, if those members who constituted a majority of the Board of Directors cease to be so, if an agreement for the merger or other acquisition of the Company is consummated or the consummation of the Merger. If during the two-year period following a Change of Control the executive's employment is terminated or if the executive terminates employment for "good cause" (as defined in the agreement – generally certain adverse changes to the terms or conditions of the executive's employment), then the executive will become immediately entitled to: (i) payment of all unpaid compensation, vacation and expenses earned or incurred prior to the date of termination; (ii) a lump sum severance payment equal to twice executive's highest annual rate of target total cash compensation during the three years prior to termination; (iii) medical, dental and life insurance benefits for executive and executive's family members for a period of two years following the date of termination; (iv) immediate vesting of all unvested stock options, the ability to exercise stock options for a period of up to one year following such termination (or, if earlier, until the expiration date of the options), and the immediate lapse of all restrictions on executive's restricted stock; and (v) up to $15,000 of outplacement services. If such provisions had been triggered during fiscal 2005, the amounts payable to Messrs. Argov, Goodman, Graves and Villas would have been approximately $1,575,000, $768,100, $833,900, and $854,000, respectively).

The agreements also provide for an additional tax "gross-up" payment to the executive of an amount sufficient to satisfy, on an after-tax basis, any excise tax payable by such executive under Section 4999 of the Internal Revenue Code of 1986 as a result of any payments or benefits received by him (whether or not received pursuant to the amended and restated executive employment agreement).

COMPENSATION COMMITTEE REPORT ON EXECUTIVE COMPENSATION

Overview and Philosophy

Until the Merger, the Entegris Minnesota Board of Directors' Compensation and Stock Option Committee (the "Entegris Minnesota Committee") included Messrs. Klingl, McDaniel and Sullivan. Effective August 10, 2005, Entegris established a Management Development & Compensation Committee comprised of Mr. Klingl, as Chairman, and Messrs. Carns and Sullivan. Because all but three weeks of the compensation paid to the Chief Executive Officer and named executive officers reported in the Summary Compensation Table above was paid by Entegris Minnesota and was subject to the review and approval of the Entegris Minnesota Committee, this report is being made by those Entegris directors who comprised the Entegris Minnesota Committee before the Merger. During fiscal 2005 the Entegris Minnesota Committee approved and advised the Entegris Minnesota Board of Directors on all forms of compensation and benefits, including those paid to named executives listed in the Summary Compensation Table above, administered the Entegris Minnesota stock option plans, and reviewed significant personnel matters.

The Entegris Minnesota executive compensation program sought to be competitive with the compensation provided by comparable companies in the microelectronics and semiconductor industries. The Entegris Minnesota Committee reviewed compensation survey data developed and published by several independent sources. In addition, the Entegris Minnesota Committee also periodically considered the recommendations of an outside compensation consultant.

The Entegris Minnesota Committee annually conducted a review of its executive compensation program. The purpose of the review was to ensure that Entegris Minnesota's executive compensation program met the objectives listed below. The Entegris Minnesota Committee also periodically consulted with independent compensation consultants to assist them in this process**.**

During fiscal 2005 the Entegris Minnesota Committee emphasized long-term business development and creation of shareholder value. Therefore, a significant portion of total compensation was performance-based. The objectives of the executive compensation policies were to:

- attract, retain, motivate and reward high caliber executives;
- foster teamwork and support the achievement of the Entegris Minnesota's financial and strategic goals through performance based financial incentives;
- promote the achievement of strategic objectives which lead to long-term growth in shareholder value;
- encourage strong financial performance by establishing aggressive goals for target performance and leveraging incentive programs through stock-based compensation; and
- align the interests of executive officers with those of Entegris Minnesota and its shareholders by making incentive compensation dependent upon company performance.

During fiscal 2005 executive compensation at Entegris Minnesota had three components: base salary, incentive bonus and equity compensation including both stock options and restricted stock awards.

Base Salary

The Entegris Minnesota Committee annually reviewed and approved the base salaries of executive officers, taking into consideration individual performance, retention, and the responsibilities and performance of the individual executive officer. Base salaries were normally reviewed on an annual basis. The base salary of executive officers, including the Chief Executive Officer, were targeted to be near the competitive median within the microelectronics and semiconductor industry peer groups to which Entegris Minnesota compares itself for compensation purposes.

Bonus Programs

Entegris Minnesota maintained an executive management incentive program providing annual bonus opportunities for certain qualified employees, including executive officers, under which such employees could be awarded cash bonuses based upon the achievement of individual performance criteria established in advance and upon Entegris Minnesota’s financial performance. Under this program, an incentive pool was established based upon attainment of certain financial criteria for the then ending fiscal year, including sales and operating profit targets. For fiscal 2005, executive officers were eligible to receive a bonus payment targeting 100% of their base salary, up to 75% of which is based on the incentive pool, and up to 25% of which is based upon the accomplishment of their individual performance goals, which may include financial and non-financial objectives. Other employees who qualify for this bonus program were eligible to receive lesser percentages of their base salary based upon the same financial and individual factors. Additionally, for domestic employees who did not qualify for this bonus program, Entegris Minnesota maintained a quarterly incentive plan. The quarterly incentive plan provided bonuses based upon base salary, depending upon Entegris Minnesota’s corporate worldwide operating income results.

Entegris Minnesota’s bonus programs were administered at the discretion of the Entegris Minnesota Committee. Bonuses paid under the executive management incentive program are included in the Summary Compensation Table above. The Entegris Minnesota Committee also had the authority to grant discretionary bonuses to executive officers and other employees to reward extraordinary efforts or outstanding contributions relating to important Entegris Minnesota projects. No discretionary bonuses were paid to executive officers in fiscal 2005.

Equity Compensation

Executives were also eligible to receive grants under the Entegris Minnesota stock option plan, which was administered by the Entegris Minnesota Committee. Stock options and restricted stock awards were the principal vehicle used by Entegris Minnesota for the payment of long-term compensation. As noted, Entegris Minnesota awarded stock options and restricted stock to align the interests of its executive officers and key personnel with those of its shareholders and to increase the long-term value of Entegris Minnesota.

Through August 27, 2005, all stock options and restricted stock granted to executive officers have been at fair market value. Accordingly, an executive receiving an option generally would be rewarded only if the market price of Entegris Minnesota’s common stock appreciated. Generally, such options vest over periods of from two to four years duration. Since long-term options generally vest over time, Entegris Minnesota has periodically granted new options to provide continuing incentives for future performance. The size of previous grants and the number of options held are considered by the Entegris Minnesota Committee, but are not necessarily determinative of future grants. In addition, past grants have included a broad base of participants that included employees below the executive level.

CHIEF EXECUTIVE OFFICER COMPENSATION

The Entegris Minnesota Committee determined the compensation package of the Chief Executive Officer of Entegris Minnesota in accordance with the objectives and methodology described above. During the past year until the Merger, Mr. James E. Dauwalter served in the position of Chief Executive Officer of Entegris Minnesota.

Mr. Dauwalter assumed the position of Chief Executive Officer of Entegris Minnesota in January 2001. His salary for fiscal 2004 had been $420,000 and he received no increase for fiscal 2005. This base salary placed Mr. Dauwalter somewhat below the average base pay level for chief executive officers of similar companies based on the Entegris Minnesota Committee's assessment of independent compensation survey data. In determining Mr. Dauwalter's base salary, the Entegris Minnesota Committee considers compensation levels of peer group chief executive officers, individual performance and Entegris Minnesota's recent financial performance.

Each year, Mr. Dauwalter's bonus plan was established by the Entegris Minnesota Committee and reflected its determination of what was an appropriate incentive by making a substantial portion of his compensation contingent upon Entegris Minnesota's success and the achievement of specific goals. Several factors were considered, including Entegris Minnesota's financial goals and related non-financial objectives. In fiscal year 2005, Mr. Dauwalter was eligible to receive bonus payment targeting 100 percent of his base salary if predetermined financial goals and other objectives were met. Mr. Dauwalter met certain non-financial objectives and financial performance targets established at the beginning of the fiscal year for determination of his annual incentive bonus award. Accordingly, the Entegris Minnesota Committee awarded Mr. Dauwalter aggregate bonuses of $395,640 under the annual incentive plan. In consideration of integration planning activities in connection with the Merger, Mr. Dauwalter was also awarded an integration planning bonus of $42,000. These bonuses are all reflected in the accompanying "Summary Compensation Table."

As with other members of management, Mr. Dauwalter has been periodically granted stock options. As shown in the accompanying table entitled "Option Grants in Fiscal 2005", no stock option grants were made to Messrs. Dauwalter and Geyer, the Chairman of Entegris Minnesota's Board of Directors. Instead, the Entegris Minnesota Committee honored their requests to use the option grants that would have been awarded to them pursuant to the 1999 Long-Term Incentive and Stock Option Plan to make discretionary stock option grants to certain employees who had made outstanding contributions to Entegris Minnesota and were considered essential to Entegris Minnesota's attainment of its financial and strategic goals and initiatives.

162(m) Policy

During the fiscal year, Entegris Minnesota did not have a policy with respect to the limit under Internal Revenue Code Section 162(m) on the deductibility of the qualifying compensation paid to its executives as it was believed to be likely that all such compensation will be deductible by Entegris Minnesota.

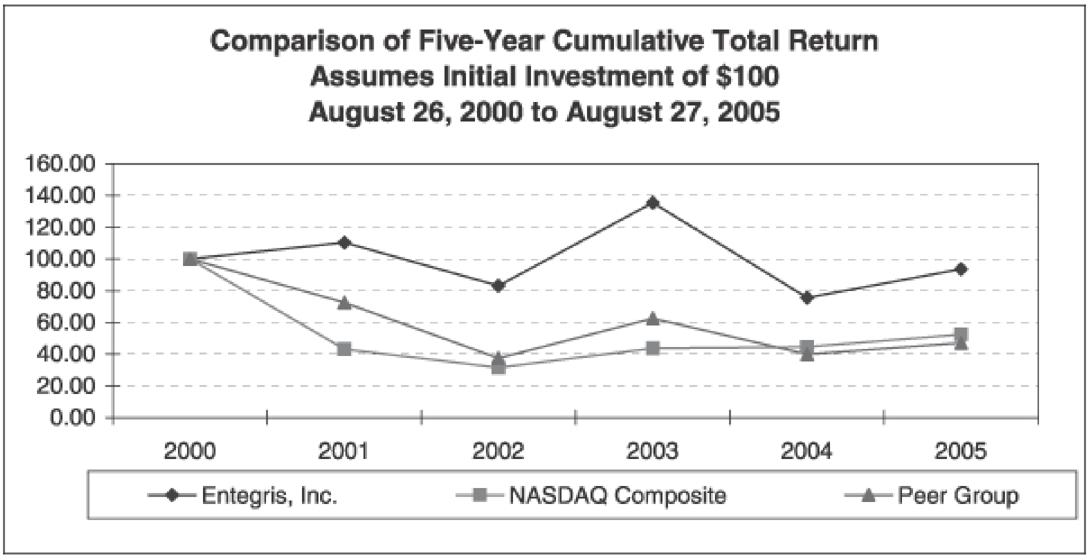
In connection with the Merger and upon the recommendation of the Entegris Minnesota Committee the Entegris Minnesota Board of Directors considered and approved employment separation agreements with Messrs. Geyer and Dauwalter. In making this recommendation the Entegris Minnesota Committee retained the services of an independent compensation consultant and considered the past practices of Entegris Minnesota and its predecessor regarding severance arrangements for senior-level executive officers, the importance to Entegris Minnesota and Entegris of receiving long-term non-competition and related obligations from Messrs. Geyer and Dauwalter and continuing services from Messrs. Geyer and Dauwalter in non-executive capacities, the severance practices in the industry and general business severance practices following business combinations, as summarized for the Entegris Minnesota Committee by its independent compensation consultant. The employment separation agreements with Messrs. Dauwalter and Geyer include: (i) long-term non-competition and related obligations; (ii) appropriate releases of Entegris Minnesota from liability to them; (iii) severance pay equal to two times their respective base pay and target bonus; (iv) acceleration of vesting of their outstanding unvested options and restricted stock; (v) a pro-rata portion of their respective bonuses for fiscal 2005 if the performance criteria for those bonuses are satisfied; and (vi) continued participation in the Entegris retiree medical program until age 65 as early retirees of Entegris Minnesota. The severance payments are to be paid in installments over a four-year period for Mr. Geyer and over a five-year period for Mr. Dauwalter and the pro-rata bonus for fiscal 2005 are to be paid at the same time such bonuses are paid to executive officers of Entegris. On August 10, 2005 the Board of Directors of Entegris approved the assumption by Entegris of the employment separation agreements with Messrs. Dauwalter and Geyer.

Gary F. Klingl, Chairman
Roger D. McDaniel
Brian F. Sullivan

COMPARATIVE STOCK PERFORMANCE

The following graph compares the cumulative total shareholder return on the common stock of Entegris Minnesota and the Company from August 26, 2000 through August 27, 2005 with cumulative total return of (1) The NASDAQ Composite Index and (2) a self-constructed peer group of companies. The peer group companies are: ATMI, Inc., Advanced Energy Industries, Inc., Brooks Automation, Inc., Electro Scientific Industries, Inc., FSI International, Inc., Helix Technology Corporation, MKS Instruments, Inc. and Photronics, Inc. Prior to fiscal 2005, Nortem Technology N.V. (formerly Metron Technology N.V.) and DuPont Photomasks, Inc. had been included in this peer group; however, they have been removed due to the fact that they were acquired by other companies during the Company's year ended August 27, 2005 and are no longer U.S. public reporting companies.

The graph assumes $100 was invested at the close of trading August 26, 2000 in Entegris, Inc. common stock, the NASDAQ Composite Index and the peer group index listed above and that all dividends are reinvested.



	August 26, 2000	August 25, 2001	August 31, 2002	August 30, 2003	August 28, 2004	August 27, 2005
Entegris, Inc.	100.00	110.35	83.04	135.36	75.41	93.61
NASDAQ Composite	100.00	43.05	31.46	43.53	44.43	52.36
Peer Group	100.00	72.36	37.35	62.56	39.88	46.96

Item 12. Security Ownership of Certain Beneficial Owners and Management.

Ownership of Entegris Common Stock

Ownership by Directors and Management

The following table sets forth information concerning the number of shares of Entegris Common Stock, $0.01 par value, beneficially owned, directly or indirectly, by each director or nominee; each of the five most highly compensated named executive officers and all directors and executive officers as a group as of October 31, 2005. This information is based on information provided by each director, nominee and executive officer and the listing of such securities is not necessarily an acknowledgment of beneficial ownership. Unless otherwise indicated by footnote, the director, nominee or officer held sole voting and investment power over such shares.

Name of Beneficial Owner	Amount and Nature of Shares Beneficially Owned(1)(2)	% of Class
Gideon Argov	425,874	*
Michael A. Bradley	48,182	*
Michael P.C. Carns	48,182	*
Daniel W. Christman	51,657(3)	*
James E. Dauwalter	4,450,859(4)	3.3
John Goodman	556,683(5)	*
Gregory B. Graves	225,465	*
Gary F. Klingl	64,167	*
Roger D. McDaniel	83,799	*
Paul L.H. Olson	28,167	*
Thomas O. Pyle	78,178(6)	*
Brian F. Sullivan	28,167	*
John D. Villas	698,503(7)	*
All Directors and Executive Officers as a Group (17 persons including those listed above):	8,361,372(8)	6.2

* None of these officers or directors owns as much as 1.0% of Entegris common stock.

(1) Included in the shares listed as beneficially owned are the following number of shares subject to acquisition through the exercise of stock options under Entegris stock option plans which the following directors and executive officers have the right to acquire within 60 days following October 31, 2005: Mr. Argov – 156,374 shares; Mr. Bradley – 44,015 shares, Mr. Carns – 44,015 shares, Mr. Christman – 44,015 shares, Mr. Dauwalter – 934,880 shares; Mr. Goodman – 174,550 shares; Mr. Graves – 105,000 shares; Mr. Klingl – 60,000 shares, Mr. McDaniel, – 75,000 shares, Mr. Olson – 24,000 shares; Mr. Pyle – 62,887 shares, Mr. Sullivan – 24,000 shares, and Mr. Villas – 287,550 shares.

(2) Includes restricted stock which is subject to forfeiture and other restrictions which lapse in accordance with the schedule specified in footnote 4 to the Summary Compensation Table above, as follows: Mr. Argov – 269,500 shares, Messrs. Bradley, Carns, Christman, Klingl, McDaniel, Olson, Pyle and Sullivan – 4,167 shares each, Mr. Goodman – 84,689 shares, Mr. Graves – 114,688 shares and Mr. Villas 114,688 shares; all officers and directors as a group – 1,153,955 shares.

(3) Includes 695 shares held in the name of Mr. Christman's wife as to which he disclaims beneficial ownership.

(4) Includes 294,879 shares held directly, of which 251,668 shares were allocated to Mr. Dauwalter's individual account under the Entegris Minnesota ESOP; 2,969,432 shares held indirectly by family members, in family trusts, foundations and other entities; and an aggregate of 934,880 shares subject to stock options exercisable within 60 days.

(5) Includes 210,679 shares held directly, of which 84,689 were issued pursuant to a restricted stock grant and are subject to forfeiture if certain obligations such as continued employment are not met; 100,961 shares allocated to Mr. Goodman's individual account under the Entegris Minnesota ESOP; 70,493 shares held indirectly by family members; and an aggregate of 174,550 shares subject to stock options exercisable within 60 days.

(6) Included in the shares listed as beneficially owned are 11,124 Entegris phantom shares distributed on February 27, 2002 with respect to deferred compensation phantom stock units for Millipore Corporation common stock credited to the deferred compensation account of Mr. Pyle under a plan maintained by Millipore Corporation for its directors (Mr. Pyle served as a director of Millipore Corporation until August 2001); these Entegris phantom stock units are payable only in cash upon Mr. Pyle's retirement or earlier termination of service from the Entegris Board of Directors.

(7) Includes 292,440 shares held directly, of which 114,688 were issued pursuant to a restricted stock grant and are subject to forfeiture if certain obligations such as continued employment are not met; 118,513 shares allocated to Mr. Villas' individual account under the Entegris Minnesota ESOP; and an aggregate of 287,550 shares subject to stock options exercisable within 60 days.

(8) Includes 3,029,944 shares subject to acquisition by executive officers and directors within 60 days following October 31, 2005 through the exercise of stock options.

Other Principal Holders of Entegris Common Stock

As of October 31, 2005, the following persons are believed by Entegris to be the beneficial owners of more than 5% of Entegris common stock, the Company's only class of voting securities.

Name and address of beneficial owner	Amount and nature of beneficial ownership	Percent of class
WCB Holdings LLC (2) 950 Lake Drive Chaska, Minnesota 55317	12,365,608[(1)]	9.1%
T. Rowe Price Associates, Inc. 100 East Pratt Street Baltimore, MD 21202	9,417,513[(2)]	6.9%
Cooke & Bieler LP 1700 Market Street, Suite 3222 Philadelphia, PA 19103-3932	8,919,740[(3)]	6.6%

(1) The estate of Wayne C. Bongard holds approximately 48% of the voting interest of WCB Holdings LLC and the remainder of the voting interest is held by various trusts for children and grandchildren of Wayne C. Bongard. James A. Bernards, a director of Entegris Minnesota until the Merger, is a manager of WCB Holdings LLC and controls the estate of Wayne C. Bongard as personal representative and serves as trustee for one or more of the trusts. Mr. Bernards disclaims beneficial ownership of the Entegris shares held by WCB Holdings LLC.

(2) With respect to the shares held by T. Rowe Price Associates, Inc. (T. Rowe Price), a registered investment advisor, T. Rowe Price has reported that it exercises sole investment discretion over 9,417,513 shares and sole voting power with respect to 2,392,417 shares and no voting authority with respect to 7,025,096 shares.

(3) With respect to the shares held by Cooke & Bieler, Inc. (Cooke, an institutional investment manager, Cooke has reported that it exercises sole investment discretion over 8,919,740 shares. Of the shares reported, Cooke has reported that it holds sole voting power with respect to 4,273,150 shares and no voting authority with respect to 4,646,590 shares

The foregoing information with respect to T. Rowe Price Associates, Inc., Cooke & Bieler LP and Primecap Management Co. is based upon information as of September 30, 2005 contained in Schedule 13F reports filed with the Securities and Exchange Commission by the those beneficial owners with respect to their holdings of the common stock of Entegris Minnesota and of Mykrolis adjusted (in the case of Mykrolis holdings) to reflect the conversion ratio in the Merger into holdings of Entegris Inc.

The following information is provided as of October 31, 2005, with respect to our compensation plans under which equity securities are authorized for issuance. The only equity securities currently authorized for issuance under our compensation plans are common stock for awards or options to acquire our common stock.

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))[3]
	(a)	(b)	(c)
Equity compensation plans approved by security holders[1]	16,296,995	$ 7.87	6,849,767
Equity compensation plans not approved by security holders[2]	516,422	$ 9.31	223,981
Total	16,813,417	$ 7.91	7,073,748

(1) Includes 2,188,799 outstanding restricted shares of common stock as of October 31, 2005.

(2) Includes shares of Entegris common stock available for award or to support option grants under the 2001 Equity Incentive Plan and the 2003 Employment Inducement and Acquisition Stock Option Plan as well as under the 1999 Long Term Incentive and Stock Option Plan and Outside Directors' Option Plan, each of first two enumerated plans contains an "evergreen" provision that annually increases the number of shares available for award or to support option grants by 1% and 0.25%, respectively, of the number of shares of common stock outstanding on the date of the Annual Meeting of Stockholders.

(3) Includes 13,900 outstanding restricted shares of common stock as of October 31, 2005.

The securities issued and available for issue pursuant to equity compensation plans not approved by security holders listed in the table above refers to the Entegris, Inc. 2003 Employment Inducement and Acquisition Stock Option Plan which was adopted by the Board of Directors of Mykrolis and assumed by the Company by action of its Board of Directors effective August 10, 2005. This stock option plan provides for the grant of stock options covering an aggregate of 486,500 shares (after adjustment to reflect the Merger ratio of 1.39:1) of the Common stock, $0.01 par value, of the Company to newly hired (or rehired) employees and to employees of companies acquired by Entegris. The plan has a term of ten years and provides that all stock options granted under the plan carry an exercise price of fair market value on the date of grant. This plan also contains an "evergreen" provision that annually increases the number of shares available for award or to support option grants by 0.25% of the number of shares of common stock outstanding on the date of the Annual Meeting of Stockholders during the term of the plan.

Item 13. Certain Relationships and Related Transactions.

At August 28, 2004, the Company's investments included the Company's equity ownership in Nortem N.V. (formerly Metron Technology N.V.), a publicly traded security. At that date, the Company owned approximately 1.1 million common shares of Nortem approximately 8% of Metron Technology N.V.'s outstanding shares.

On August 16, 2004, Metron Technology N.V. (Metron) announced that it had entered into an agreement with Applied Materials, Inc. (Applied), pursuant to which Applied would acquire the business assets of Metron. On December 14, 2004, Metron completed its sale to Applied of the outstanding shares of Metron's worldwide operating subsidiaries and substantially all of the other assets held at the Metron level. Immediately following the closing, Metron entered into liquidation and changed its name from Metron to Nortem NV.

As a result of the liquidation activities of Nortem, Nortem ceased to be an affiliate of the Company as of February 25, 2005. Accordingly, the Company no longer classifies its trade receivable due from Nortem separately in the accompanying balance sheet, nor have sales after that date to Applied been categorized as sales to affiliates. Previously, Nortem was considered an affiliate of the Company. Sales to Nortem under current and previous distribution agreements were $24.5 million, $32.2 million and $19.6 million in 2005, 2004 and 2003, respectively. Trade accounts receivable relating to these sales as of August 27, 2005 and August 28, 2004 were $2.6 million and $4.8 million, respectively.

Pursuant to the terms of a distribution agreement which ran through August 31, 2005, Entegris Minnesota and Nortem agreed that, with some exceptions, Nortem would be the exclusive, independent distributor of Entegris Minnesota's fluid handling products in specific countries, primarily in Europe and Asia. Nortem, as distributor, agreed to use its best efforts to sell the agreed upon products in the designated countries. Unless the contract is terminated under specific conditions, the contract can be terminated only upon written notification given more than twelve months prior to the expiration of the applicable term, including extensions. On September 7, 2005, Entegris sent a notice of separation to Nortem as required under the aforementioned distribution agreement.

Item 14. Principal Accountant Fees and Services.

KPMG LLP, ("KPMG") independent registered public accounting firm, has reported on the Company's consolidated financial statements for each of the three years in the period ended August 27, 2005 contained in this report. The Audit & Finance Committee selected KPMG as the Company's independent registered public accounting firm for fiscal 2005 and has also reviewed and approved the scope and nature of the services to be performed for Entegris by that firm.

In connection with their audit of and report on the Company's financial statements, on management's assessment of the effectiveness of the Company's internal controls over financial reporting and on the effectiveness of the internal controls over financial reporting, KPMG also performed reviews of the Company's quarterly financial statements included in the quarterly reports on Form 10-Q filed with the Securities and Exchange Commission.

Principal Accountant Fees and Services

Aggregate fees for professional services rendered for the Company by KPMG as of or for the years ended August 27, 2005 and August 28, 2004 were:

SERVICE	2005	2004
Audit	$1,389,000	$378,000
Audit Related	$ 253,000	$ 13,000
Tax	41,000	$ 75,000
All Other	—	—
Total	$1,683,000	$466,000

The *Audit* services for the fiscal year ended August 27, 2005 consisted of professional services rendered for the integrated audit of the Company's consolidated financial statements and its internal control over financial reporting, as required by the Sarbanes-Oxley Act of 2002, the statutory audits of its foreign subsidiaries, and review of documents filed with the Securities and Exchange Commission ("SEC"). The *Audit* services for the fiscal year ended August 28, 2004 was for the audit of the consolidated financial statements of Entegris Minnesota, the statutory audits of its foreign subsidiaries, and review of documents filed by Entegris Minnesota with the SEC.

The fees for *Audit Related* services for the fiscal year ended August 27, 2005 were for services related to due diligence services provided in connection with the merger with Mykrolis Corporation and for the fiscal year ended August 28, 2004 were for audit and assurance related services consisting of the audits of the U.S. employee benefit plan of Entegris Minnesota.

The fees for *Tax* services for the fiscal years ended August 27, 2005 and 2004, respectively, were for services related to tax compliance, tax planning and tax advice for the Company and Entegris Minnesota.

There were no fees for *All Other* services for the fiscal years ended August 27, 2005 and August 28, 2005.

Effective August 10, 2005, the Company's Board of Directors adopted the charter of the Audit & Finance Committee which requires the pre-approval of all non-audit services before any such non-audit services are performed for the Company. The charter of the Audit & Finance Committee is posted on the Company's web site http://www.Entegris.com under "Investor Relations – Governance". The Audit & Finance Committee adopted pre-approval policies and procedures with respect to audit and permissible non audit services ("Services") effective August 10, 2005. Under this policy Services must receive either a general pre-approval or a specific pre-approval by the Audit & Finance Committee. The grant of a general pre-approval of Services is limited to identified Services that have been determined not to impair the independence of the independent auditor and must include a maximum fee level for the Services approved. A request for specific pre-approval must include detailed information concerning the scope of the Services and the fees to be charged. The policy also provides for a special delegation of pre-approval authority to the Chairman of the Audit & Finance Committee where the commencement of Services is required prior to the next scheduled meeting of the Audit & Finance Committee and it is impractical to schedule a special meeting; any such pre-approval by the Chairman is subject to review by the full Committee. All of the fees listed for 2005 in the table above received pre-approval by either the Audit Committee of Entegris Minnesota or by the company's Audit & Finance Committee.

PART IV

Item 15. Exhibits, Financial Statement Schedules, and Reports on Form 8-K.

(a) The following documents are filed as a part of this report:

1. **Financial Statements.** The Consolidated Financial Statements listed under Item 8 of this report and in the Index to Consolidated Financial Statements on page F-1 of this report that is incorporated by reference.

2. **Financial Statement Schedules.** The Financial Statement Schedule listed under Item 8 of this report and in the Index to Consolidated Financial Statements on page F-1 of this report that is incorporated by reference.

3. **Exhibits.**

A. The following exhibits are incorporated by reference:

Reg. S-K Item 601(b) Reference	Document Incorporated	Referenced Document on file with the Commission
(2)	Agreement and Plan of Merger, dated as of March 21, 2005, by and among Entegris, Inc., Mykrolis Corporation and Eagle DE, Inc.	Included as Annex A in the joint proxy statement/prospectus included in S-4 Registration Statement of Entegris, Inc. and Eagle DE, Inc. (No. 333-124719)
(2)	Agreement and Plan of Merger, dated as of March 21, 2005, by and between Entegris, Inc., and Eagle DE, Inc.	Included as Annex B in the joint proxy statement/prospectus included in S-4 Registration Statement of Entegris, Inc. and Eagle DE, Inc. (No. 333-124719)
(2)	Form of Master Separation and Distribution Agreement between Millipore Corporation and Mykrolis Corporation	Exhibit 2.1 to Mykrolis Corporation Form S-1 Registration Statement (No. 333-57182)
(2)	Form of General Assignment and Assumption Agreement between Millipore Corporation and Mykrolis Corporation	Exhibit 2.2 to Mykrolis Corporation Form S-1 Registration Statement (No. 333-57182)
(3)	Amended and Restated Certificate of Incorporation of Entegris, Inc.	Included as Annex C-2 in the joint proxy statement/prospectus included in S-4 Registration Statement of Entegris, Inc. and Eagle DE, Inc. (No. 333-124719)
(3)	By-laws of Entegris, Inc.	Included as Annex D in the joint proxy statement/prospectus included in S-4 Registration Statement of Entegris, Inc. and Eagle DE, Inc. (No. 333-124719)
(4)	Form of certificate representing shares of Common Stock, $.01 par value per share	Exhibit 4.1 to Form S-4 Registration Statement of Entegris, Inc. and Eagle DE, Inc. (No. 333-124719)
(4)	Rights Agreement dated July 26, 2005, between Entegris and Wells Fargo Bank, N.A as rights agent	Exhibit 4.1 to Entegris, Inc. (Entegris Minnesota) Current Report on Form 8-K filed with the Securities and Exchange Commission on July 29, 2005

***** A “management contract or compensatory plan”

Reg. S-K Item 601(b) Reference	Document Incorporated	Referenced Document on file with the Commission
(10)	Entegris, Inc. 1999 Long-Term Incentive and Stock Option Plan*	Entegris, Inc. Registration Statement on Form S-1 (No. 333-33668)
(10)	Entegris, Inc. Outside Directors' Stock Option Plan*	Entegris, Inc. Registration Statement on Form S-1 (No. 333-33668)
(10)	Entegris, Inc. 2000 Employee Stock Purchase Plan	Entegris, Inc. Registration Statement on Form S-1 (No. 333-33668)
(10)	Form of 2001 Equity Incentive Plan*	Exhibit 10.1 to Mykrolis Corporation Form S-1 Registration Statement (No. 333-57182)
(10)	2003 Employment Inducement and Acquisition Stock Option Plan*	Exhibit 10.6 to Mykrolis Corporation Form 10-Q Quarterly Report for the period ended September 27, 2003
(10)	Supplemental Executive Retirement Plan for Key Salaried Employees*	Exhibit 10.28 to Mykrolis Corporation Form 10-K Annual Report for the year ended December 31, 2002
(10)	2002 Deferred Compensation Plan for Senior Management*	Exhibit 10.29 to Mykrolis Corporation Form 10-K Annual Report for the year ended December 31, 2002
(10)	Letter Agreement with Thomas O. Pyle*	Exhibit 10.1.2 to Mykrolis Corporation Form 10-Q quarterly report for the period ended June 30, 2002
(10)	Lease Agreement, dated April 1, 2002 Between Nortel Networks HPOCS Inc. And Mykrolis Corporation, relating to Executive office, R&D and manufacturing facility located at 129 Concord Road Billerica, MA	Exhibit 10.1.3 to Mykrolis Corporation Quarterly Report on Form 10-Q, for the period ended March 31, 2002
(10)	Lease Agreement dated November 25, 1985 between Roger G. Little, Trustee of SPI Trust, and Millipore Corporation relating to facility located at Patriots Park, Bedford, Massachusetts	Exhibit 10.5 to Form S-1 Mykrolis Corporation Registration Statement (No. 333-57182)
(10)	Lease Agreement dated December 19, 1997 between EBP3, Ltd. and Millipore Corporation relating to manufacturing facility located in Allen, Texas	Exhibit 10.6 to Mykrolis Corporation Form S-1 Registration Statement (No. 333-57182)
(10)	Master Patent License Agreement	Exhibit 10.8 to Mykrolis Corporation Form S-1 Registration Statement (No. 333-57182)
(10)	Master Patent Grantback License Agreement	Exhibit 10.9 to Mykrolis Corporation Form S-1 Registration Statement (No. 333-57182)
(10)	Master Trademark License Agreement	Exhibit 10.11 to Mykrolis Corporation Form S-1 Registration Statement (No. 333-57182)
(10)	Master Invention Disclosure Assignment	Exhibit 10.12 to Mykrolis Corporation Form S-1 Registration Statement (No. 333-57182)
(10)	Master Trade Secret and Know-How Agreement	Exhibit 10.13 to Mykrolis Corporation Form S-1 Registration Statement (No. 333-57182)
(10)	Tax Sharing Agreement	Exhibit 10.14 to Mykrolis Corporation Form S-1 Registration Statement (No. 333-57182)

***** A "management contract or compensatory plan"

Reg. S-K Item 601(b) Reference	Document Incorporated	Referenced Document on file with the Commission
(10)	Membrane Manufacture and Supply Agreement	Exhibit 10.18 to Mykrolis Corporation Form S-1 Registration Statement (No. 333-57182)
(10)	Research Agreement	Exhibit 10.19 to Mykrolis Corporation Form S-1 Registration Statement (No. 333-57182)
(10)	Restricted Stock Award Agreement, dated as of November 21, 2004, between Mykrolis Corporation and Gideon Argov*	Exhibit 10.32 to Mykrolis Corporation Form 10-K Annual Report for the year ended December 31, 2004
(10)	Form of Restricted Stock Award Agreement, dated as of December 9, 2004, between the Company and each of its executive officers*	Exhibit 10.34 to Mykrolis Corporation Form 10-K Annual Report for the year ended December 31, 2004
(10)	Agreement and Plan of Merger by and among Mykrolis Corporation, Stingray Merger Corporation, Extraction Systems, Inc. and the Representative of the Holders of all of the Capital Stock of Extraction Systems, Inc. dated as of March 3, 2005	Exhibit 10.35 to Mykrolis Corporation Form 10-K Annual Report for the year ended December 31, 2004
(10)	Letter Agreement, dated as of March 21, 2005, by and between Mykrolis Corporation and Jean-Marc Pandraud*	Exhibit 10.6 to Mykrolis Corporation's Quarterly Report on Form 10-Q for the quarter ended April 2, 2005
(10)	Letter Agreement, dated as of March 21, 2005, by and between Mykrolis Corporation and Peter W. Walcott*	Exhibit 10.8 to Mykrolis Corporation's Quarterly Report on Form 10-Q for the quarter ended April 2, 2005
(10)	Amended and Restated Employment Agreement, dated as of May 4, 2005, by and between Mykrolis Corporation and Gideon Argov*	Exhibit 10.13 to Mykrolis Corporation's Quarterly Report on Form 10-Q for the quarter ended April 2, 2005
(10)	Form of Integration-Planning Bonus Letter and Attachments, dated as of May 12, 2005*	Exhibit 10.1 to Entegris, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on May 18, 2005
(10)	Form of Integration-Execution Bonus Letter*	Exhibit 10.1 to Entegris, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on August 31, 2005
(10)	STAT-PRO(R) 3000 and STAT-PRO(R) 3000E Purchase and Supply Agreement between Fluoroware, Inc. and Miller Waste Mills, d/b/a RTP Company, dated April 6, 1998	Entegris, Inc. Registration Statement on Form S-1 (No. 333-33668)
(10)	PFA Purchase and Supply Agreement by and between E.I. Du Pont De Nemours and Company and Fluoroware, Inc., dated January 7, 1999, which was made effective retroactively to November 1, 1998, and supplemented by the Assignment and Limited Amendment by and between the same parties and Entegris, Inc., dated as of September 24, 1999	Entegris, Inc. Registration Statement on Form S-1 (No. 333-33668)
(10)	Credit Agreement dated as of November 30, 1999 among Entegris, Inc. and Norwest Bank Minnesota, N.A. and Harris Trust and Savings Bank, as amended	Exhibit 10.3 to Entegris, Inc. Quarterly Report on Form 10-Q for the period ended May 25, 2005; Exhibits 10.5 and 10.6 to Form 10-Q quarterly report for the period ended February 26, 2005;

***** A "management contract or compensatory plan"

B. The Company hereby files as exhibits to this Annual Report on Form 10-K the following documents:

Reg. S-K Item 601(b) Reference	Documents Filed Herewith
(10)	Form of Indemnification Agreement between Entegris, Inc. and each of its executive officers and directors
(10)	Form of Executive Change of Control Termination Agreement between Entegris, Inc. and each of its executive officers*
(10)	Employment Separation Agreement and Release between Entegris, Inc. and Stan Geyer (assumed by the Company)*
(10)	Employment Separation Agreement and Release between Entegris, Inc. and James E. Dauwalter (assumed by the Company)*
(10)	Employment Agreement and Release between Entegris, Inc. and Michael W. Wright, effective August 6, 2005*
(10)	Entegris, Inc. 401 (k) Savings and Profit Sharing Plan (2005 Restatement)*
(10)	Letter Agreement, dated as of August 10, 2005, by and between Entegris, Inc. and Bertrand Loy
(10)	Letter Agreement, dated as of August 10, 2005, by and between Entegris, Inc. and Greg Graves
(10)	Letter Agreement, dated as of August 10, 2005, by and between Entegris, Inc. and John D. Villas
(10)	Letter Agreement, dated as of August 10, 2005, by and between Entegris, Inc. and John Goodman
(21)	Subsidiaries of Entegris, Inc.
(23)	Consent of Independent Registered Public Accounting Firm
(24)	Power of Attorney by the Directors of Entegris, Inc.
(31)	Certifications required by Rule 13a-14(a) in accordance with Section 302 of the Sarbanes -Oxley Act of 2002.
(32)	Certifications required by Rule 13a-14(b) and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

***** A “management contract or compensatory plan”

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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: November 22, 2005

By /s/ GIDEON ARGOV

Gideon Argov
President & Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/S/ GIDEON ARGOV **Gideon Argov**	President, Chief Executive Officer and Director	November 22, 2005
/S/ JOHN D. VILLAS **John D. Villas**	Senior Vice President, Treasurer, Chief Financial Officer and Chief Accounting Officer	November 22, 2005
JAMES E. DAUWALTER* **James E. Dauwalter**	Chairman of the Board, Director	November 22, 2005
MICHAEL A. BRADLEY* **Michael A. Bradley**	Director	November 22, 2005
MICHAEL P.C. CARNS* **Michael P.C. Carns**	Director	November 22, 2005
DANIEL W. CHRISTMAN* **Daniel W. Christman**	Director	November 22, 2005
GARY F. KLINGL* **Gary F. Klingl**	Director	November 22, 2005
PAUL L.H. OLSON* **Paul L.H. Olson**	Director	November 22, 2005
ROGER D. MCDANIEL* **Roger D. McDaniel**	Director	November 22, 2005
THOMAS O. PYLE* **Thomas O. Pyle**	Director	November 22, 2005
BRIAN SULLIVAN* **Brian F. Sullivan**	Director	November 22, 2005

*By /s/ PETER W. WALCOTT

PETER W. WALCOTT, ATTORNEY-IN-FACT

ENTEGRIS, INC.
INDEX TO FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The information called for by this item is set forth in the Consolidated Financial Statements and Schedule Covered by the Report of Independent Registered Public Accounting Firm at the end of this report commencing at the pages indicated below:

All of the foregoing Consolidated Financial Statements and Schedule are hereby incorporated in this Item 8 by reference.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
Entegris, Inc.:

We have audited the accompanying consolidated balance sheets of Entegris, Inc. and subsidiaries as of August 27, 2005 and August 28, 2004, and the related consolidated statements of operations, shareholders' equity and comprehensive income, and cash flows for each of the years in the three-year period ended August 27, 2005. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Entegris, Inc. and subsidiaries as of August 27, 2005 and August 28, 2004, and the results of their operations and their cash flows for each of the years in the three-year period ended August 27, 2005, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the effectiveness of Entegris, Inc.'s internal control over financial reporting as of August 27, 2005, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated November 21, 2005 expressed an unqualified opinion on management's assessment of the effectiveness of internal control over financial reporting and an adverse opinion on the effectiveness of internal controls over financial reporting.

/s/ KPMG LLP
Minneapolis, Minnesota
November 21, 2005

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
Entegris, Inc.:

We have audited management's assessment, included in the accompanying *Management's Report on Internal Control Over Financial Reporting* (Item 9A(b)), that Entegris, Inc. did not maintain effective internal control over financial reporting as of August 27, 2005, because of the effect of the material weakness identified in management's assessment, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Entegris, Inc.'s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting. Our responsibility is to express an opinion on management's assessment and an opinion on the effectiveness of the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, evaluating management's assessment, testing and evaluating the design and operating effectiveness of internal control, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

A material weakness is a control deficiency, or combination of control deficiencies, that results in more than a remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected. The following material weakness has been identified and included in management's assessment: The Company did not have effective policies and procedures, or personnel with sufficient knowledge of accounting for compensation related matters in purchase accounting transactions, to ensure that such transactions were accounted for in accordance with generally accepted accounting principles. Specifically, the Company's policies and procedures did not provide for effective identification of, and consideration of, terms in compensation arrangements that impact the accounting for compensation arrangements.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Entegris, Inc. as of August 27, 2005 and August 28, 2004, and the related consolidated statements of operations, shareholders' equity and comprehensive income, and cash flows for each of the years in the three-year period ended August 27, 2005. The aforementioned material weakness was considered in determining the nature, timing, and extent of audit tests applied in our audit of the 2005 consolidated financial statements, and this report does not affect our report dated November 21, 2005, which expressed an unqualified opinion on those consolidated financial statements.

Entegris, Inc. acquired Mykrolis Corporation effective August 6, 2005, and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of August 27, 2005, Mykrolis Corporation's internal control over financial reporting associated with total assets of $397 million and total revenues of $14 million included in the consolidated financial statements of Entegris, Inc. and subsidiaries as of and for the year ended August 27, 2005. Our audit of internal control over financial reporting of Entegris, Inc. also excluded an evaluation of the internal control over financial reporting of Mykrolis, Inc.

In our opinion, management's assessment that Entegris, Inc. did not maintain effective internal control over financial reporting as of August 27, 2005, is fairly stated, in all material respects, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Also, in our opinion, because of the effect of the material weakness described above on the achievement of the objectives of the criteria, Entegris, Inc. has not maintained effective internal control over financial reporting as of August 27, 2005, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

/s/ KPMG LLP

Minneapolis, Minnesota
November 21, 2005

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM ON SCHEDULE

The Board of Directors and Shareholders
Entegris, Inc.:

Under the date of November 21, 2005, we reported on the consolidated balance sheets of Entegris, Inc. and subsidiaries as of August 27, 2005 and August 28, 2004, and the related consolidated statements of operations, shareholders' equity and comprehensive income, and cash flows for each of the years in the three-year period ended August 27, 2005, as contained herein. In connection with our audits of the aforementioned consolidated financial statements, we also have audited the related financial statement schedule as listed in the accompanying index. The financial statement schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statement schedule based on our audits.

In our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the effectiveness of Entegris, Inc.'s internal control over financial reporting as of August 27, 2005, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated November 21, 2005 expressed an unqualified opinion on management's assessment of the effectiveness of internal control over financial reporting and an adverse opinion on the effectiveness of internal controls over financial reporting.

/s/ KPMG LLP

Minneapolis, Minnesota
November 21, 2005

ENTEGRIS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

(In thousands, except share data)	August 27, 2005	August 28, 2004
ASSETS		
Current assets:		
Cash and cash equivalents	$ 174,836	$ 42,309
Short-term investments	104,820	90,871
Trade accounts and notes receivable, net	122,304	69,735
Trade accounts receivable due from affiliates	—	4,790
Inventories	91,798	45,186
Deferred tax assets	13,883	8,178
Assets held for sale, net	19,000	—
Other current assets	8,476	3,546
Total current assets	535,117	264,615
Property, plant and equipment, net	125,950	97,634
Other assets:		
Investments	6,926	7,146
Restricted cash	1,382	—
Goodwill	404,935	70,164
Other intangible assets, net	95,989	24,876
Deferred tax assets	9,933	—
Other	5,388	2,611
Total assets	$ 1,185,620	$ 467,046
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Current maturities of long-term debt	$ 1,912	$ 1,492
Short-term borrowings	3,629	6,477
Accounts payable	33,825	15,768
Accrued liabilities	66,680	34,554
Income taxes payable	18,810	5,604
Total current liabilities	124,856	63,895
Long-term debt, less current maturities	21,800	18,898
Pension benefit obligation	11,090	—
Other liabilities	4,460	1,024
Deferred tax liabilities	—	11,044
Total liabilities	162,206	94,861
Commitments and contingent liabilities		
Shareholders' equity:		
Common stock, par value $.01; 200,000,000 shares authorized; issued and outstanding shares: 135,299,395 and 73,379,777	1,353	734
Additional paid-in capital	815,929	152,869
Deferred compensation expense	(21,906)	(1,586)
Retained earnings	225,260	216,963
Accumulated other comprehensive income	2,778	3,205
Total shareholders' equity	1,023,414	372,185
Total liabilities and shareholders' equity	$ 1,185,620	$ 467,046

See the accompanying notes to consolidated financial statements.

ENTEGRIS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

(In thousands, except per share data)	Fiscal year ended		
	August 27, 2005	**August 28, 2004**	**August 30, 2003**
Sales to non-affiliates	$ 352,409	$ 314,557	$ 231,517
Sales to affiliates	14,691	32,207	19,587
Net sales	367,100	346,764	251,104
Cost of sales	227,601	195,861	152,551
Gross profit	139,499	150,903	98,553
Selling, general and administrative expenses	115,089	96,176	80,307
Engineering, research and development expenses	20,400	20,128	17,803
Other charges	—	—	1,598
Operating profit (loss)	4,010	34,599	(1,155)
Interest income, net	(2,538)	(283)	(579)
Other (income) expense, net	(2,119)	(1,035)	4,253
Income (loss) before income taxes and equity in earnings of affiliates	8,667	35,917	(4,829)
Income tax (benefit) expense	(973)	11,134	(6,248)
Equity in net loss of affiliates	247	13	144
Net income	$ 9,393	$ 24,770	$ 1,275
Earnings per common share:			
Basic	$ 0.12	$ 0.34	$ 0.02
Diluted	$ 0.12	$ 0.32	$ 0.02

See the accompanying notes to consolidated financial statements.

ENTEGRIS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY AND COMPREHENSIVE INCOME

(In thousands)	Common share outstanding	Common stock	Additional paid-in capital	Deferred compensation expense	Retained earnings	Accumulated other comprehensive income (loss)	Total	Comprehensive income (loss)
Balance at August 31, 2002	71,161	712	132,676	—	190,932	(2,206)	322,114	
Shares issued pursuant to stock option plans	1,163	12	4,867	—	—	—	4,879	
Shares issued in connection with acquisition	21	—	281	—	—	—	281	
Shares issued pursuant to employee stock purchase plan	167	1	1,516	—	—	—	1,517	
Tax benefit associated with employee stock plans	—	—	3,200	—	—	—	3,200	
Foreign currency translation adjustment	—	—	—	—	—	841	841	$ 841
Net unrealized gain on marketable securities	—	—	—	—	—	1,677	1,677	1,677
Reclassification adjustment for gain on sales of equity investments included in earnings	—	—	—	—	—	(32)	(32)	(32)
Reclassification adjustment for impairment loss on equity investments included in earnings	—	—	—	—	—	1,913	1,913	1,913
Net income	—	—	—	—	1,275	—	1,275	1,275
Total comprehensive income								$ 5,674
Balance at August 30, 2003	72,512	725	142,540	—	192,207	2,193	337,665	
Shares issued pursuant to stock option plans	657	7	3,451	—	(14)	—	3,444	
Shares issued in connection with acquisition	49	—	437	—	—	—	437	
Shares issued pursuant to employee stock purchase plan	155	2	1,604	—	—	—	1,606	
Deferred compensation related to restricted stock awards	7	—	2,791	(2,791)	—	—	—	
Compensation earned in connection with restricted stock awards	—	—	—	1,205	—	—	1,205	
Tax benefit associated with employee stock plans	—	—	2,046	—	—	—	2,046	
Foreign currency translation adjustment	—	—	—	—	—	1,207	1,207	$ 1,207
Net unrealized gain on marketable securities	—	—	—	—	—	397	397	397
Reclassification adjustment for gain on sales of equity investments included in earnings	—	—	—	—	—	(592)	(592)	(592)
Net income	—	—	—	—	24,770	—	24,770	24,770
Total comprehensive income								$ 25,782
Balance at August 28, 2004	73,380	$ 734	$ 152,869	$ (1,586)	$ 216,963	$ 3,205	$ 372,185	
Shares issued pursuant to stock option plans	593	6	2,817	—	—	—	2,823	
Shares issued in connection with prior year acquisition	37	—	437	—	—	—	437	
Shares issued in connection with Mykrolis acquisition	60,785	608	603,162	—	—	—	603,770	
Value of options assumed in connection with Mykrolis acquisition	—	—	33,407	—	—	—	33,407	
Deferred compensation recorded in connection with Mykrolis acquisition	—	—	—	(4,142)	—	—	(4,142)	
Shares issued pursuant to employee stock purchase plan	181	2	1,510	—	—	—	1,512	
Deferred compensation related to restricted stock awards	547	5	21,638	(21,643)	—	—	—	
Compensation earned in connection with restricted stock awards	—	—	—	5,465	—	—	5,465	
Repurchase and retirement of shares	(224)	(2)	(732)	—	(1,096)	—	(1,830)	
Tax benefit associated with employee stock plans	—	—	821	—	—	—	821	
Foreign currency translation adjustment	—	—	—	—	—	1,086	1,086	$ 1,086
Net unrealized gain on marketable securities	—	—	—	—	—	71	71	71
Reclassification adjustment for gain on sale of equity investments included in earnings	—	—	—	—	—	(1,584)	(1,584)	(1,584)
Net income	—	—	—	—	9,393	—	9,393	9,393
Total comprehensive income								$ 8,966
Balance at August 27, 2005	135,299	$ 1,353	$ 815,929	$ (21,906)	$ 225,260	$ 2,778	$1,023,414	

See the accompanying notes to consolidated financial statements.

ENTEGRIS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)	Fiscal year ended		
	August 27, 2005	August 28, 2004	August 30, 2003
Operating activities:			
Net income	$ 9,393	$ 24,770	$ 1,275
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	25,616	25,492	27,180
Stock-based compensation expense	5,465	1,205	—
Impairment of property and equipment	3,321	1,345	1,156
Impairment of equity investments	—	100	4,452
Provision for doubtful accounts	212	46	(145)
Provision for deferred income taxes	(5,088)	2,362	(3,701)
Charge for fair value mark-up of acquired inventory sold	5,946	—	—
Tax benefit from employee stock plans	821	2,046	3,200
Equity in net loss of affiliates	247	13	144
(Gain) loss on sale of property and equipment	(729)	(859)	(310)
Gain on sale of equity investments	(2,914)	(1,126)	(145)
Changes in operating assets and liabilities, excluding effects of acquisitions:			
Trade accounts receivable	(434)	(20,030)	(11,727)
Trade accounts receivable due from affiliates	4,790	(753)	182
Inventories	2,561	(6,295)	4,156
Accounts payable and accrued liabilities	3,115	15,053	5,503
Other current assets	(51)	97	(760)
Income taxes payable and refundable income taxes	(5,999)	5,225	2,473
Other	702	(493)	(516)
Net cash provided by operating activities	46,974	48,198	32,417
Investing activities:			
Acquisition of property and equipment	(20,759)	(21,179)	(13,445)
Acquisition of businesses, net of cash acquired	(10,157)	(5,133)	(44,431)
Purchase of intangible assets	(727)	(845)	(1,146)
Proceeds from sales of property and equipment	2,192	2,713	1,962
Proceeds from sale of equity investments	5,020	2,151	327
Purchases of short-term investments	(84,226)	(98,510)	(39,281)
Proceeds from sale or maturities of short-term investments	93,235	32,180	59,364
Cash and cash equivalents acquired through acquisition of Mykrolis	97,498	—	—
Other	(15)	(26)	(891)
Net cash provided by (used in) investing activities	82,061	(88,649)	(37,541)
Financing activities:			
Principal payments on short-term borrowings and long-term debt	(21,568)	(19,453)	(13,323)
Proceeds from short-term borrowings and long-term debt	22,129	16,238	17,633
Repurchase and retirement of common stock	(1,830)	—	—
Issuance of common stock	4,335	5,050	6,396
Net cash provided by financing activities	3,066	1,835	10,706
Effect of exchange rate changes on cash and cash equivalents	426	379	134
Increase (decrease) in cash and cash equivalents	132,527	(38,237)	5,716
Cash and cash equivalents at beginning of period	42,309	80,546	74,830
Cash and cash equivalents at end of period	$ 174,836	$ 42,309	$ 80,546
Supplemental Cash Flow Information			
Non-cash transactions:			
Acquisition of Mykrolis, net of transaction costs	$ 637,609	—	—
Schedule of interest and income taxes paid:			
Interest expense	840	$ 1,213	$ 1,192
Income taxes, net of refunds received	9,482	1,138	(8,206)

See accompanying notes to consolidated financial statements.

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations and Principles of Consolidation Entegris, Inc. (the Company) is a leading provider of materials integrity management solutions that purify, protect and transport the critical materials used in the semiconductor and other high technology industries. The consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries. Intercompany profits, transactions and balances have been eliminated in consolidation.

The Company was incorporated in Delaware in June 2005 under the name Eagle DE, Inc. (Eagle DE) as a wholly owned subsidiary of Entegris Minnesota. Effective August 6, 2005 Entegris Minnesota merged into Eagle DE in a reincorporation merger of which Eagle DE was the surviving corporation. Immediately following that merger, Mykrolis Corporation (Mykrolis) merged into Eagle DE, whose name was changed to Entegris, Inc.

On August 6, 2005, the Company completed a merger with Mykrolis in a stock-for-stock transaction accounted for under the purchase method of accounting as described in Note 2 to the Consolidated Financial Statements. Commencing from the date of acquisition, the results of operations of Mykrolis are included in the Company's consolidated financial statements.

Fiscal Year The Company's fiscal year is a 52-week or 53-week period ending on the last Saturday in August. Fiscal years 2005, 2004 and 2003 ended on August 27, 2005, August 28, 2004, and August 30, 2003, respectively, and are alternatively identified herein as 2005, 2004 and 2003. Fiscal years 2005, 2004 and 2003 each included 52 weeks.

Basis of Presentation Certain amounts reported in previous years have been reclassified to conform to the current year's presentation. The Company has reclassified its investment in auction-rate securities as short-term investments. These investments had been included in cash and cash equivalents in previous periods ($33.2 million at August 28, 2004), and such amount has been reclassified in the accompanying financial statements to conform to the current period classification. This change in classification had no effect on the amounts of total current assets, total assets, net income, shareholders' equity or cash flow from operations of the Company.

Use of Estimates The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Stock-based Compensation The Company has several stock-based employee compensation plans. The Company accounts for these plans under the recognition and measurement principles of Accounting Principles Board Opinion (APB) No. 25, *Accounting for Stock Issued to Employees*, and related interpretations. The exercise price of the Company's employee stock options equals the market price of the underlying stock on the date of grant for all options granted, and thus, under APB No. 25, no compensation expense is recognized. The Company has adopted the disclosure-only provisions of SFAS No. 123, *Accounting for Stock-based Compensatio*n. Restricted stock awards are expensed over the period of future service, utilizing the graded vesting method as described in FASB Interpretation No. 28, *Accounting for Stock Appreciation Rights and Other Variable Stock Option or Award Plans*.

Cash, Cash Equivalents and Short-term Investments Cash and cash equivalents include cash on hand and highly liquid debt securities with original maturities of three months or less, which are valued at cost. Debt securities with original maturities greater than three months and remaining maturities of less than one year are classified and accounted for as held-to-maturity and recorded at amortized cost, and are included in short-term investments

Inventories Inventories are stated at the lower of cost or market. Cost is determined by the first-in, first-out (FIFO) method.

Property, Plant, and Equipment Property, plant and equipment are carried at cost and are depreciated principally on the straight-line method over the estimated useful lives of the assets. When assets are retired or disposed of, the cost and related accumulated depreciation are removed from the accounts, and gains or losses are recognized in the same period. Maintenance and repairs are expensed as incurred; significant additions and improvements are capitalized. Property, plant and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or group of asset(s) may not be recoverable based on estimated future undiscounted cash flows. The amount of impairment, if any, is measured as the difference between the net book value and the estimated fair value of the asset(s).

Investments The Company's marketable equity investments are accounted for as available-for-sale. Accordingly, such securities are recorded at fair value, with any unrealized holding gains and losses, net of taxes, excluded from income, and recognized as a separate component of shareholders' equity. The Company's nonmarketable investments are accounted for under either the cost or equity method of accounting, as appropriate.

All equity investments are periodically reviewed to determine if declines, if any, in fair value below cost basis are other-than-temporary. Significant and sustained decreases in quoted market prices and a series of historical and projected operating losses by investees are considered in the review. If the decline in fair value is determined to be other-than-temporary, an impairment loss is recorded and the investment written down to a new cost basis.

Goodwill and Other Intangible Assets Goodwill is the excess of the purchase price over the fair value of net assets of acquired businesses. The Company does not amortize goodwill, but tests for impairment at least annually. Other intangible assets include, among other items, patents, unpatented and other developed technology and customer-based intangibles, and are amortized using the straight-line method over their respective estimated useful lives of 3 to 10 years. The Company reviews intangible assets for impairment annually or more frequently if changes in circumstances or the occurrence of events suggest the remaining value is not recoverable.

Restricted Cash At August 27, 2005, the Company had cash collateralization totaling $1.4 million. This collateral related to a security deposit under a lease for one of the Company's administrative, research and development and manufacturing facilities as well as other security deposits and was invested in certificates of deposit and money market funds at August 27, 2005.

Derivative Financial Instruments SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*, requires the Company to record derivatives as assets or liabilities on the balance sheet and to measure such instruments at fair value. Changes in fair value of derivatives are recorded each period in current results of operations or other comprehensive income, depending on whether the derivative is designated as part of a hedge transaction.

The Company periodically enters into forward foreign currency contracts to reduce exposures relating to rate changes in certain foreign currencies. Certain exposures to credit losses related to counterparty nonperformance exist. However, the Company does not anticipate nonperformance by the counterparties since they are large, well-established financial institutions. None of these derivatives is accounted for as a hedge transaction under the provisions of SFAS No. 133. Accordingly, changes in the fair value of forward foreign currency contracts are recorded as a component of net income. The fair values of the Company's derivative financial instruments are based on prices quoted by financial institutions for these instruments. The Company was a party to forward foreign currency contracts with notional amounts of $8.3 million and $16.9 million at August 27, 2005 and August 28, 2004, respectively.

Foreign Currency Translation Except for certain foreign subsidiaries whose functional currency is the United States (U.S.) dollar, assets and liabilities of foreign subsidiaries are translated from foreign currencies into U.S. dollars at current exchange rates. Income statement amounts are translated at the weighted average exchange rates for the year. Gains and losses resulting from foreign currency transactions are included in net income. For certain foreign subsidiaries whose functional currency is the U.S. dollar, currency gains and losses resulting from remeasurement are determined using a combination of current and historical rates and are reported as other (income) expense.

Revenue Recognition/Concentration of Risk Revenue and the related cost of sales are generally recognized upon shipment of the products. For certain customized precision cleaning equipment sales with installation and customer acceptance provisions, which constituted less than 3% of sales, revenue is recognized upon fulfillment of such provisions. The Company recognizes revenues from construction contracts for certain customized clean-in-place equipment, which constituted less than 2% of sales, under the percentage-of-completion method, measured by the cost-to-cost method. For all sales transactions recorded as revenue, all persuasive evidence of an arrangement exists, delivery has occurred, the fee is fixed or determinable and collection is probable.

The Company provides for estimated returns and warranty obligations when the revenue is recorded. The Company sells its products throughout the world primarily to companies in the microelectronics industry. The Company performs continuing credit evaluations of its customers and generally does not require collateral. Letters of credit may be required from its customers in certain circumstances. The Company maintains an allowance for doubtful accounts which management believes is adequate to cover losses on trade receivables.

Certain materials included in the Company's products are obtained from a single source or a limited group of suppliers. Although the Company seeks to reduce dependence on those sole and limited source suppliers, the partial or complete loss of these sources could have at least a temporary adverse effect on the Company's results of operations. Furthermore, a significant increase in the price of one or more of these components could adversely affect the Company's results of operations.

Income Taxes Deferred income taxes are provided in amounts sufficient to give effect to temporary differences between financial and tax reporting. The Company accounts for tax credits as reductions of income tax expense in the year in which such credits are allowable for tax purposes. The Company utilizes the asset and liability method for computing its deferred income taxes. Under the asset and liability method, deferred tax assets and liabilities are based on the temporary difference between the financial statement and tax basis of assets and liabilities and the enacted tax rates expected to apply to taxable income in the years in which these temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The Company intends to continue to reinvest its undistributed international earnings in its international operations; therefore, no U.S. tax expense has been recorded to cover the repatriation of such undistributed earnings.

Comprehensive Income (Loss) Comprehensive income (loss) represents the change in shareholders' equity resulting from other than shareholder investments and distributions. The Company's foreign currency translation adjustments and unrealized gains and losses on marketable securities are included in accumulated other comprehensive income (loss). Comprehensive income (loss) and the components of accumulated other comprehensive income (loss) are presented in the accompanying Consolidated Statements of Shareholders' Equity.

Recent Accounting Pronouncements In December 2004, the Financial Accounting Standards Board (FASB) issued FASB Statement No. 123 (revised 2004), *Share-Based Payment* (SFAS No. 123(R)), which is a revision of FASB Statement No. 123, *Accounting for Stock-Based Compensation.* SFAS 123(R) supersedes APB Opinion No. 25, *Accounting for Stock Issued to Employees*, and amends FASB Statement No. 95, *Statement of Cash Flows*. SFAS 123(R) requires all share-based payments to employees, including grants of employee stock options, to be recognized in the income statement based on their fair values and the pro forma disclosure alternative (currently reflected in Note 2) is no longer allowable under SFAS 123(R). In April 2005, the Securities and Exchange Commission announced the adoption of a new rule that amends the compliance dates for SFAS No. 123(R). The new rule allows companies to implement SFAS 123(R) at the beginning of their fiscal year that begins after June 15, 2005. Under the new rule, SFAS 123(R) will become effective for Entegris in the first quarter of fiscal 2006. We are still evaluating the impact of adopting SFAS 123(R) on our consolidated financial statements. The Company expects that the adoption SFAS 123(R) will result in additional pre-tax compensation expense in fiscal 2006 for remaining unvested stock options and any future stock option grants, as well as shares issued under the employee share purchase plan. The ultimate amount of increased compensation expense will be dependent on the number of option shares granted, their timing and vesting periods, and the method used to calculate the fair value of the awards, among other factors.

In November 2003 and March 2004, the Emerging Issues Task Force (EITF) reached a consensus on EITF Issue No. 03-1, *The Meaning of Other-Than-Temporary Impairment and Its Application to Certain Investments* (EITF No. 03-1). The consensus requires companies to apply new guidance for evaluating whether an investment is other-than-temporarily impaired and also requires quantitative and qualitative disclosure of debt and equity securities, classified as available-for-sale or held-to-maturity, that are determined to be only temporarily impaired at the balance sheet date. The Company incorporated the required disclosures for investments accounted for under SFAS No. 115, *Accounting for Certain Investments in Debt and Equity Securities*, as required in fiscal year 2004. In September 2004, the consensus was indefinitely delayed as it relates to the measurement and recognition of impairment losses for all securities in the scope of paragraphs 10-20 of EITF No. 03-1. The disclosures prescribed by EITF No. 03-1 and guidance related to impairment measurement prior to the issuance of this consensus continue to remain in effect. Adoption is not expected to have a material impact on the Company's consolidated financial statements.

In November 2004, the FASB issued SFAS No. 151, *Inventory Costs, an amendment of Accounting Research Bulletin No. 43, Chapter 4*, which adopts wording from the International Accounting Standards Board's (IASB) IAS 2 *Inventories* in an effort to improve the comparability of cross-border financial reporting. The FASB and IASB both believe the standards have the same intent; however, an amendment to the wording was adopted to avoid inconsistent application. The new standard indicates that abnormal freight, handling costs, and wasted materials (spoilage) are required to be treated as current period charges rather than as a portion of inventory cost. Additionally, the standard clarifies that fixed production overhead should be allocated based on the normal capacity of a production facility. The statement is effective for the Company beginning in fiscal year 2007. Adoption is not expected to have a material impact on the Company's consolidated financial statements.

In March 2005, the FASB issued FASB Interpretation No. 47, *Accounting for Conditional Asset Retirement Obligations* (FIN 47). FIN 47 clarifies that a conditional asset retirement obligation, as used in SFAS No. 143, *Accounting for Asset Retirement Obligations*, refers to a legal obligation to perform an asset retirement activity in which the timing and/or method of the settlement are conditional on a future event that may or may not be within the control of the entity. The Statement is effective for companies no later than the end of fiscal years ending after December 15, 2005. The Company is in the process of evaluating the impact of FIN 47 on the Company's consolidated financial statements and the timing of adoption.

In May 2005, the FASB issued FASB Statement No. 154, *Accounting Changes and Error Corrections* (SFAS No. 154), which replaces APB Opinion No. 20, *Accounting Changes*, and SFAS No. 3, *Reporting Accounting Changes in Interim Financial Statements*. This Statement changes the requirements for the accounting for and reporting of a change in accounting principle, and applies to all voluntary changes in accounting principles, as well as changes required by an accounting pronouncement in the unusual instance it does not include specific transition provisions. Specifically, this Statement requires retrospective application to prior periods' financial statements, unless it is impracticable to determine the period-specific effects or the cumulative effect of the change. When it is impracticable to determine the effects of the change, the new accounting principle must be applied to the balances of assets and liabilities as of the beginning of the earliest period for which retrospective application is practicable and a corresponding adjustment must be made to the opening balance of retained earnings for that period rather than being reported in an income statement. When it is impracticable to determine the cumulative effect of the change, the new principle must be applied as if it were adopted prospectively from the earliest date practicable. This Statement is effective for the company for all accounting changes and corrections of errors made in fiscal years beginning after December 15, 2005. This Statement does not change the transition provisions of any existing pronouncements. The Company does not believe that the adoption of SFAS No. 154 will have a material impact on the Company's consolidated financial statements.

Stock-Based Compensation

The accompanying table illustrates the effect on net income and earnings per share if the Company had applied the fair value recognition provisions of SFAS No. 123 to stock-based employee compensation. The Company has revised the unaudited pro forma disclosures required under SFAS No. 123 as previously filed in Form 10-Ks for the periods ended August 28, 2004 and August 30, 2003. The revision was made to reflect the graded vesting method as described in FASB Interpretation No. 28, *Accounting for Stock Appreciation Rights and Other Variable Stock Option or Award Plans*. The Company had previously provided its SFAS No. 123 disclosures using the straight-line method. The table below presents the pro forma stock-based compensation expense as reported earlier and as revised for those periods.

(In thousands, except share data)	2005	Revised 2004	As Reported 2004	Revised 2003	As Reported 2003
Net income	$ 9,393	$24,770	$ 24,770	$ 1,275	$ 1,275
Add: Stock-based compensation included in net income, net of related tax effects	3,388	747	747	—	—
Deduct: Total stock-based compensation expense determined under fair value based method for all awards, net of related tax effects	(11,159)	(7,364)	(7,955)	(7,212)	(6,549)
Pro forma net income (loss)	$ 1,622	$18,153	$ 17,562	$(5,937)	$ (5,274)
Earnings per share:					
Basic as reported	$ 0.12	$ 0.34	$ 0.34	$ 0.02	$ 0.02
Diluted as reported	0.12	0.32	0.32	0.02	0.02
Basic pro forma	0.02	0.25	0.24	(0.08)	(0.07)
Diluted pro forma	0.02	0.24	0.23	(0.08)	(0.07)

During September 2004, the Compensation and Stock Option Committee (the Committee) of the Company's Board of Directors reviewed the Company's stock-based compensation plans in light of evolving compensation practices and the anticipated issuance by the Financial Accounting Standards Board (FASB) of its revision of FASB Statement No. 123, *Accounting for Stock-Based Compensation* (SFAS 123R)(subsequently issued in December 2004) which upon adoption requires all share-based payments to employees, including grants of employee stock options, to be recognized in the Company's consolidated statement of operations based on their fair values. After consideration of various alternatives, the Committee approved the accelerated and full vesting of all unvested outstanding employee stock options with exercise prices above $9.21 issued prior to October 1, 2004. The effect of the vesting acceleration was the recognition of incremental additional stock-based employee compensation of approximately $4.8 million in the first quarter of fiscal 2005 in the Company's pro forma disclosure above. This previously deferred stock-based employee compensation expense amount would otherwise in part have been recognized in the Company's consolidated statements of operations in future periods after the adoption of SFAS 123R in the first quarter of fiscal 2006.

The fair value of options granted and the option component of the employee purchase plan shares were estimated at the date of grant using the Black-Scholes option pricing model and the following assumptions:

Option plans	2005	2004	2003
Expected dividend yield	0%	0%	0%
Expected stock price volatility	75%	75%	77%
Risk-free interest rate	3.5%	4.0%	3.8%
Expected life	6.0 years	8.0 years	8.0 years

Employee stock purchase plan	2005	2004	2003
Expected dividend yield	0%	0%	0%
Expected stock price volatility	75%	76%	77%
Risk-free interest rate	2.0%	2.9%	3.8%
Expected life	0.5 years	0.5 years	0.5 years

The weighted average fair value of options granted during 2005, 2004 and 2003 with exercise prices equal to the market price at the date of grant was $5.69, $9.30, and $5.06 per share, respectively.

(2) ACQUISITIONS

Acquisition of Mykrolis Corporation

On August 6, 2005, Entegris merged with Mykrolis Corporation (Mykrolis) in a transaction accounted for as an acquisition for a purchase price of approximately $645.0 million, which includes Entegris common stock and vested share awards, as well as transaction costs.

The fair value of Entegris equity securities was derived using an average market price per share of Entegris common stock of $9.94, which was based on Entegris' average stock price for the period two days before through two days after the terms of the acquisition were agreed to and announced on March 21, 2005, net of registration costs associated with the issued securities. Under the terms of the merger agreement, each outstanding share of Mykrolis common stock was exchanged for 1.39 shares of Entegris common stock in a tax-free transaction. Accordingly, no amount of goodwill is expected to be deductible for tax purposes.

Mykrolis is a worldwide developer, manufacturer and supplier of liquid and gas delivery systems, components and consumables used to precisely measure, deliver, control and purify the process liquids, gases and chemicals that are used in the semiconductor manufacturing process. Its products are also used to manufacture a range of other products, such as flat panel displays, high purity chemicals, photoresists, solar cells, gas lasers, optical and magnetic storage devices and fiber optic cables. Mykrolis sells its products worldwide through a direct sales force and through distributors in selected regions. The acquisition was made to expand the Company's global network, expand its product offering base and enhance the leverage of its manufacturing and administrative functions.

The acquisition has been accounted for as a purchase business combination. Under the purchase method of accounting, the assets acquired and liabilities assumed from Mykrolis are recorded at the date of acquisition, at their respective fair values. The consolidated financial statements and reported results of operations of Entegris issued after completion of the acquisition reflect these values. The Company's consolidated financial statements include the net assets and results of operations from August 6, 2005, the date of acquisition.

(In thousands, except per share)	Conversion Calculation	Fair Value
Common Stock		
Mykrolis common stock outstanding as of August 6, 2005	43,730	
Exchange ratio	1.39	
Entegris common stock issued	60,785	
Value of Entegris' common stock	$ 9.94	$604,202
Stock Options		
Value of Entegris stock options issued in exchange for Mykrolis stock options as of August 6, 2005 (1)		33,407
Other Transaction Costs		7,389
Total Estimated Purchase Price		$644,998

(1) Estimated fair value of 8,790 Entegris stock options (in thousands) issued as of August 6, 2005 in exchange for 6,323 Mykrolis outstanding stock options (in thousands), calculated using the Black-Scholes option pricing model, modified for dividends, with model assumptions estimated as of March 21, 2005 and an Entegris stock price of $9.94.

Allocation of Purchase Price

The above purchase price has been preliminarily allocated based on estimates of the fair values of assets acquired and liabilities assumed. The final valuation of net assets is expected to be completed as soon as possible, but no later than one year from the acquisition date. Given the size and complexity of the acquisition, the fair valuation of certain net assets, principally privately held equity investments and net assets held for sale, is still being finalized. In addition, the Company is still evaluating the goodwill recorded in connection with the acquisition as to the allocation of goodwill to reporting units as required by SFAS No. 142, *Goodwill and Other Intangible Assets*. To the extent that any estimates need to be adjusted, the Company will do so.

(In thousands)	
Estimated book value of net assets acquired	$283,137
Less: existing goodwill and other intangible assets	51,134
Estimated book value of tangible net assets acquired	232,003
Remaining allocation:	
Increase inventory to fair value [a]	23,783
Decrease property, plant and equipment to fair value [b]	(10,021)
Record identifiable intangible assets [c]	75,800
Increase benefit plan liabilities to fair value [d]	(1,983)
Decrease net assets to be sold to fair value [b] [e]	(16,819)
Increase other net assets to fair value	388
Adjustments of tax-related assets and liabilities [f]	8,658
Goodwill [g]	333,189
Estimated purchase price	$644,998

The following table summarizes the allocation of the Mykrolis purchase price to the estimated fair values of the assets acquired and liabilities assumed:

Cash, cash equivalents and short-term investments	$120,525
Accounts receivable, inventories and other current assets	131,044
Property, plant and equipment	31,499
Other intangible assets	75,800
Goodwill	333,189
Other assets	39,152
Total assets acquired	731,209
Current liabilities	(76,142)
Other liabilities	(14,211)
Total liabilities assumed	(90,353)
Deferred compensation – Unvested options and restricted stock awards	4,142
Net assets acquired	$644,998

(a) The fair value of acquired inventory, developed in consultation with independent valuation specialists, was determined as follows:

- Finished goods – the estimated selling price less the cost of disposal and reasonable profit for the selling effort.
- Work in process – the estimated selling price of finished goods less the cost to complete, cost of disposal and reasonable profit on the selling and remaining manufacturing efforts.
- Raw materials – estimated current replacement cost, which equaled Mykrolis' historical cost.

(In thousands)	
Finished goods	$17,401
Work in process	6,382
Total	$23,783

(b) The fair value of acquired property, plant and equipment, developed in consultation with independent valuation specialists, was valued at its value-in-use, unless there was a known plan to dispose of an asset. Assets to be disposed of were valued at prevailing market rates, less costs to sell.

(c) The Company worked with independent valuation specialists to determine the fair value of identifiable intangible assets, which are a follows:

(In thousands of dollars)	Fair value	Useful life in years	Weighted average life in years
Developed technology	$38,500	3-6	4.6
Trademarks and trade names	9,000	3-8	4.9
Customer relationships and other	28,300	9	9.0
Total	$75,800		

The total weighted average life of identifiable intangible assets acquired from Mykrolis that are subject to amortization is 6.25 years.

Developed technology represents the technical processes, intellectual property, and institutional understanding that were acquired from Mykrolis with respect to products, compounds and/or processes for which development has been completed.

The fair value of identifiable intangible assets is determined using the "income approach" on a project-by-project basis. This method starts with a forecast of expected future net cash flows. These net cash flow projections do not anticipate any revenue or cost synergies. These cash flows are then adjusted to present value by applying an appropriate discount rate that reflects the risk factors associated with the cash flow streams, some of which are more certain than others.

The valuations are based on the information that is available as of the acquisition date and the expectations and assumptions that have been deemed reasonable by our management. No assurance can be given, however, that the underlying assumptions or events associated with such assets will occur as projected. For these reasons, among others, the actual results may vary from the projected results.

(d) The increase to fair value for acquired benefit plans is $2.0 million for pension benefit obligations.

The fair value of the pension obligations, determined in consultation with independent actuarial specialists, includes assumptions relating to economic factors such as interest rates of high quality fixed income investments, demographic factors such as salary growth projections and other data, such as expected employee terminations. The underlying assets of the plans were measured using market rates as of the acquisition date.

(e) The decrease for net assets to be sold is based on fair value less cost to sell at disposal. On September 12, 2005 the Company announced that it would divest the gas delivery (GD) product line included in the Mykrolis acquisition. The assessment and formulation of a plan to exit the GD business began in the period leading up to the date of consummation. The decision to divest was made by the Company's management in September 2005. This divestiture is expected to be completed during late 2005 or 2006. The GD product line includes mass flow controllers, pressure controllers and vacuum gauges that are used by customers in manufacturing operations to measure and control process gas flow rates and to control and monitor pressure and vacuum levels during the manufacturing process. As part of the purchase accounting allocation for Mykrolis, the $19.0 million fair value of the assets of the GD business has been classified as assets held for sale.

(f) Gives effect to the estimated tax effects of the acquisition.

(g) In accordance with the requirements of SFAS No. 142, *Goodwill and Other Intangible Assets* (SFAS No. 142), the goodwill associated with the merger will not be amortized. None of the goodwill is deductible for tax purposes. The Company is still evaluating the goodwill recorded in connection with the acquisition as to the allocation of goodwill to reporting units as required by SFAS No. 142.

Pro Forma Results

The following unaudited pro forma financial information presents the combined results of operations of the Company as if the acquisition of Mykrolis had occurred as of the beginning of the years presented. The unaudited pro forma financial information is not necessarily indicative of what the Company's consolidated results of operations actually would have been had the acquisition occurred at the beginning of each year. In addition, the unaudited pro forma financial information does not attempt to project the future results of operations of the combined company.

(In thousands of dollars, except per share-data) (Unaudited)	2005	2004
Net sales	$ 658,693	$ 588,126
Net income	29,171	34,499
Per share amounts:		
Net income per common share – basic	0.22	0.27
Net income per common share – diluted	0.21	0.26

The unaudited pro forma financial information above gives effect to the following:

a. The elimination of transactions between Entegris and Mykrolis, which upon completion of the merger would be considered intercompany. This reflects the elimination of inter-company sales and associated intercompany profit

b. Incremental amortization and depreciation expense of approximately $6.6 million and $7.3 million in 2005 and 2004, respectively, related to the estimated fair value of identifiable intangible assets and property, plant and equipment from the purchase price allocation. Identifiable intangible assets are being amortized over their estimated useful lives over a range of 3 to 9 years and property, plant and equipment is being depreciated over the estimated useful lives of the underlying assets.

c. The pro forma data includes the results of operations for Entegris, Inc. for the twelve months ended August 27, 2005 and August 28, 2004 for 2005 and 2004, respectively, while the results of operations for Mykrolis are included for the twelve-month period ended July 2, 2005 and July 3, 2004, respectively.

The unaudited pro forma financial information above for the ended August 28, 2004 excludes the purchase accounting impact of the incremental charge of $23.8 million reported in Cost of sales for the sale of acquired inventory that was written up to fair value.

Prior year acquisitions

In May 2004, the Company completed the acquisition of a precision parts cleaning business located in Montpellier, France in a cash transaction for total consideration of $4.5 million, of which $0.9 million was paid in 2005. The transaction was made to expand the geographic reach of Entegris' materials integrity management services. Identifiable intangible assets and goodwill of approximately $0.8 million and $1.2 million, respectively, were recorded in connection with the transaction.

The Company completed two acquisitions in fiscal 2003. In January 2003, the Company acquired substantially all of the assets of Electrol Specialties Co. (ESC) in a cash transaction for $6.9 million, which includes $0.4 million and $1.5 million in contingent consideration recorded in 2005 and 2004, respectively. ESC, an Illinois-based company, designs and fabricates Clean-In-Place (CIP) stainless steel systems to customers in the biopharmaceutical industry. Identifiable intangible assets and goodwill of approximately $1.0 million and $4.1 million, respectively, were recorded in connection with the transaction.

In February 2003, the Company acquired the wafer and reticle carrier (WRC) product lines of Asyst Technologies, Inc., a California-based provider of integrated automation systems, in a cash transaction. The total acquisition cost for all assets associated with Asyst's WRC product lines and intellectual property, including associated fees and expenses, was $40.1 million, including $1.0 million in contingent consideration recorded in 2005. Entegris hired key Asyst employees involved with the research and development of these product lines and moved the production of the purchased WRC product line to its Chaska, Minnesota facilities. Identifiable intangible assets and goodwill of approximately $1.8 million and $33.9 million, respectively, were recorded in connection with the transaction.

The identifiable intangible assets recorded in connection with the 2003 acquisitions relate to noncompete agreements, patents and customer relationships and are being amortized over periods ranging up to five years.

Each of the fiscal 2004 and fiscal 2003 transactions was accounted for by the purchase method. Accordingly, the Company's consolidated financial statements include the net assets and results of operations from the dates of acquisition.

(3) ACCOUNTS RECEIVABLE

Accounts receivable and notes receivable from customers consist of the following:

(In thousands)	2005	2004
Accounts receivable	$ 109,307	$ 64,620
Notes receivable	15,196	6,905
	124,503	71,525
Less allowance for doubtful accounts	2,199	1,790
	$ 122,304	$ 69,735

(4) INVENTORIES

Inventories consist of the following:

(In thousands)	2005	2004
Raw materials	$27,408	$ 15,382
Work-in-process	4,312	4,519
Finished goods	59,426	24,621
Supplies	652	664
	$91,798	$ 45,186

(5) PROPERTY, PLANT AND EQUIPMENT

Property, plant, and equipment consists of the following:

(In thousands)	2005	2004	Estimated useful lives in years
Land	$ 11,519	$ 9,476	
Buildings and improvements	78,441	64,989	5-35
Manufacturing equipment	101,092	85,245	5-10
Molds	77,249	74,853	3-5
Office furniture and equipment	46,353	47,582	3-8
	314,654	282,145	
Less accumulated depreciation	188,704	184,511	
	$ 125,950	$ 97,634	

Depreciation expense was $19.4 million, $20.1 million, and $22.6 million in 2005, 2004 and 2003, respectively. The Company recorded asset impairment write-offs on molds and equipment due to abandonment of approximately $3.3 million, $1.3 million, and $1.2 million for 2005, 2004 and 2003, respectively. In 2004, $0.4 million of the impairments were included in engineering, research and development expenses; all other impairment losses are included in cost of sales.

(6) INVESTMENTS

Equity Investments

At August 28, 2004, the Company's investments included the Company's equity ownership in Nortem N.V. (formerly Metron Technology N.V.), a publicly traded security. The Company's investment in Nortem N.V. (Nortem) was accounted for as an available-for-sale security. At August 28, 2004, the Company owned approximately 1.1 million common shares of Nortem with a market value of $4.7 million.

On August 16, 2004, Metron Technology N.V. (Metron) announced that it had entered into an agreement with Applied Materials, Inc. (Applied), pursuant to which Applied would acquire the business assets of

Metron. On December 14, 2004, Metron completed its sale to Applied of the outstanding shares of Metron's worldwide operating subsidiaries and substantially all of the other assets held at the Metron level. Immediately following the closing, Metron entered into liquidation and changed its name from Metron to Nortem NV.

In March 2005, Nortem paid the first of two distributions, to shareholders of record as of March 4, 2005, in the amount of $3.75 per Nortem share. Accordingly, based on the Company's carrying value of $2.00 per share and the $3.9 million cash distribution received March 11, 2005, the Company recorded a pre-tax gain of approximately $1.8 million in the Company's third quarter ended May 28, 2005, that was reflected as other income. In addition, final proceeds of the liquidation of $1.1 million, or approximately $1.02 per Nortem share, were received in June 2005 and were recorded as other income in the Company's fourth quarter.

In addition, as a result of the liquidation activities of Nortem, Nortem ceased to be an affiliate of the Company as of February 25, 2005. Accordingly, the Company no longer classifies its trade receivable due from Nortem separately in the accompanying balance sheet, nor have sales after that date to Applied been categorized as sales to affiliates. Sales to Nortem under current and previous distribution agreements were $24.5 million, $32.2 million and $19.6 million in 2005, 2004 and 2003, respectively. Trade accounts receivable relating to these sales as of August 27, 2005 and August 28, 2004 were $2.6 million and $4.8 million, respectively.

In 2004, the Company reported other income of $1.1 million ($0.7 million after taxes), on the sale of an aggregate 512,800 shares of Nortem's common stock.

In the first quarter of 2003, the Company recorded an impairment loss, classified as other expense, of $4.5 million, or $3.3 million after taxes, related to the Company's investment in Nortem. Prior to the impairment charge, the Company held approximately 1.6 million shares of Nortem stock with a cost basis of $7.6 million.

At August 27, 2005, the Company held equity investments totaling $6.9 million in certain privately held companies accounted for under either the cost or equity method of accounting, as appropriate.

Short-term Investments

Beginning in the second quarter of 2005, the Company commenced classifying its newly purchased short-term investments as available for sale. Prior to that period, the Company classified its short-term investments as held to maturity. Short-term investments at August 27, 2005 and August 28, 2004 consist of the following:

(In thousands)	2005	2004
Municipal bonds	$ 31,321	$ 9,328
Auction rate securities	63,200	74,400
U.S government agencies	705	1,992
Corporate debt securities	9,594	5,151
	$ 104,820	$ 90,871

The amortized cost, gross unrealized gains, gross unrealized losses and the fair value of the Company's short-term investments are as follows:

(In thousands)	2005	2004
Amortized cost	$ 104,931	$ 90,871
Gross unrealized gains	—	—
Gross unrealized losses	(111)	(171)
Fair value	$ 104,820	$ 90,700

The contractual maturities of the Company's short-term investments are as follows:

(In thousands)	2005	2004
Within one year	$ 97,106	$ 90,871
Over one to two years	7,714	—
Fair value	$ 104,820	$ 90,871

(7) INTANGIBLE ASSETS

The changes in the carrying amount of goodwill for the years ended August 27, 2005 and August 28, 2004 are as follows:

(In thousands)	2005	2004
Beginning of year	$ 70,164	$ 67,480
Additions to goodwill as a result of acquisitions	334,771	2,684
End of year	$ 404,935	$ 70,164

Additions to goodwill in 2005 included $333.2 million related to the Mykrolis acquisition and $1.6 million associated with purchase price allocation adjustments of prior year acquisitions, in some instances resulting from the payment of contingent consideration. Additions to goodwill in 2004 included $1.1 million related to acquisitions in 2004 and $1.5 million associated with a purchase price allocation adjustment of a prior year acquisition.

Other intangible assets, excluding goodwill, at August 27, 2005 and August 28, 2004 were as follows:

(In thousands)

2005	Gross carrying amount	Accumulated amortization	Net carrying value	Weighted average life in years
Patents	$ 19,749	$ 9,663	$ 10,086	8.7
Unpatented technology	9,844	4,150	5,694	10.0
Developed technology	38,500	538	37,962	4.6
Trademarks and trade names	9,000	144	8,856	4.9
Customer relationships	28,000	193	27,807	9.1
Employment and noncompete agreements	5,818	3,928	1,890	5.8
Other	7,168	3,474	3,694	7.7
	$ 118,079	$ 22,090	$ 95,989	7.1

(In thousands)

2004	Gross carrying amount	Accumulated amortization	Net carrying value	Weighted average life in years
Patents	$ 19,243	$ 7,513	$ 11,730	8.8
Unpatented technology	9,844	3,167	6,677	10.0
Employment and noncompete agreements	5,837	3,088	2,749	5.8
Other	6,053	2,333	3,720	8.4
	$ 40,977	$ 16,101	$ 24,876	8.6

Amortization expense was $6.2 million, $5.4 million, and $4.5 million in 2005, 2004 and 2003, respectively.

Estimated amortization expense for the fiscal years 2006 to 2010, and thereafter, is $18.9 million, $18.4 million, $17.3 million, $14.5 million, $10.3 million, and $16.6 million, respectively.

(8) ACCRUED LIABILITIES

Accrued liabilities consist of the following:

(In thousands)	2005	2004
Payroll and related benefits	$29,621	$17,896
Employee benefits	8,409	4,623
Taxes, other than income taxes	3,229	1,440
Royalties	3,830	1,411
Liabilities of business held for sale	2,000	—
Accrual related to acquisition of Mykrolis	6,500	—
Donations	—	1,201
Deferred revenue and related	3,154	2,796
Warranty and related	2,801	2,034
Other	7,136	3,153
	$66,680	$34,554

(9) WARRANTY

The Company accrues for warranty costs based on historical trends and the expected material and labor costs to provide warranty services. The majority of products sold are generally covered by a warranty for periods ranging from 90 days to one year. The following table summarizes the activity related to the product warranty liability during 2005, 2004 and 2003:

(In thousands)	2005	2004	2003
Beginning of year	$ 2,034	$2,065	$ 735
Accrual for warranties issued during the period	1,441	867	1,001
Assumption of liability in connection with acquisitions	1,152	—	1,250
Settlements during the period	(1,826)	(898)	(921)
End of year	$ 2,801	$2,034	$2,065

(10) LONG-TERM DEBT

Long-term debt consists of the following:

(In thousands)	2005	2004
Stock redemption notes payable in various installments along with interest of 8% and 9% through December 2010	$ 2,176	$ 2,585
Commercial loans secured by property and equipment payable on a monthly basis with interest ranging from 0.75% to 1.65%, and various maturities through November 2010, denominated in Japanese Yen	3,562	2,759
Commercial loans secured by property and equipment payable on a semiannual basis with interest ranging from 4.5% to 6% and various maturities through December 2007, denominated in Euros	539	1,094
Commercial loans unsecured with quarterly interest payments of 1.27% to 1.65% and full principal due with various maturities through 2009, denominated in Japanese Yen	10,433	9,122
Small Business Administration loans payable on a monthly basis in principal installments of $4 including interest ranging from 4.25% to 5.55% and various maturities through October 2020	1,831	1,871
Commercial loan secured by equipment payable on a monthly basis in principal installments of $20 and interest of 5.0% maturity at October 2004	—	40
Private bond with interest ranging from 0.98% to 1.7% and interest payable on a semiannual basis and full principal due with various maturities through 2009, denominated in Japanese Yen	4,264	2,007
Other, denominated in Japanese Yen	907	912
Total	23,712	20,390
Less current maturities	1,912	1,492
	$21,800	$18,898

Annual maturities of long-term debt as of August 27, 2005, are as follows:

Fiscal year ending	(In thousands)
2006	$ 1,912
2007	5,227
2008	2,725
2009	8,497
2010	3,190
Thereafter	2,161
	$ 23,712

(11) SHORT-TERM BANK BORROWINGS

The Company has an unsecured revolving credit agreement, which expires in May 2008, with one commercial bank for aggregate borrowings of up to $10 million with interest at Eurodollar rates, plus 0.875%. There were no borrowings outstanding under this commitment at August 27, 2005 and August 28, 2004. Under the unsecured revolving credit agreement, the Company is subject to, and is in compliance with, certain financial covenants requiring a leverage ratio of not more than 2.25 to 1.00. In addition, the Company must maintain a calculated consolidated tangible net worth, which, as of August 27, 2005, was $462 million, while also maintaining consolidated aggregate amounts of cash and cash equivalents (which under the agreement may also include auction rate securities classified as short-term investments) of not less than $75 million.

The Company has entered into unsecured line of credit agreements, which expire at various dates through 2006, with five international commercial banks, which provide for aggregate borrowings of 250,000 euros, 2.5 million Malaysia ringgits and 1.7 billion Japanese yen for its foreign subsidiaries, which is equivalent to $16.4 million as of August 27, 2005. Interest rates for these facilities are based on a factor of the banks' reference rates and ranged from 1.675% to 1.875% as of August 27, 2005. Borrowings outstanding under these line of credit agreements at August 27, 2005 and August 28, 2004, were $3.6 million and $6.5 million, respectively.

(12) LEASE COMMITMENTS

As of August 27, 2005, the Company was obligated under noncancellable operating lease agreements for certain sales offices, manufacturing, vehicle, information technology equipment and warehouse space. Future minimum lease payments for noncancellable operating leases with initial or remaining terms in excess of one year are as follows:

Fiscal year ending	(In thousands)
2006	$ 10,598
2007	6,488
2008	5,227
2009	4,040
2010	3,768
Thereafter	10,549
Total minimum lease payments	$ 40,670

Total rental expense for all equipment and building operating leases was $5.9 million, $4.7 million, and $4.7 million in 2005, 2004 and 2003, respectively.

As of August 27, 2005, under the lease terms relating to the vacated Bedford, Massachusetts facility, the Company had an option to purchase the facility at fair market value between June 2005 and November 2005, the expiration date of the lease, and the lessor had the option to sell the facility to the Company at 90% of the then current fair market value prior to November 30, 2005. In November 2005, pursuant to a Release and Termination Agreement, the Company paid the lessor $50 thousand in consideration of lessor's release and termination of its option under the lease.

(13) OTHER CHARGES

During the first quarter of fiscal 2003, the Company recorded a pre-tax charge of $1.8 million related to the relocation of its Upland, California operations and certain workforce reductions. The charge included $0.9 million in termination costs related to a workforce reduction of approximately 75 employees, $0.4 million for asset impairment and $0.5 million for future lease commitments on the Upland facility. The Company recorded a pre-tax benefit of $0.2 million in the fourth quarter of 2003 associated with the favorable settlement of a portion of the future lease commitments included in the aforementioned charge. As of August 27, 2005, no future cash outlays remained outstanding in connection with the aforementioned charges.

In addition, the Company also had future cash outlays of $0.3 million remaining outstanding at August 27, 2005 in connection with restructuring activities undertaken, but not yet competed, by Mykrolis prior to its acquisition by the Company.

(14) INTEREST INCOME, NET

Interest income, net consists of the following:

(In thousands)	2005	2004	2003
Interest income	$3,404	$ 1,454	$ 1,790
Interest expense	(866)	(1,171)	(1,211)
Interest income, net	$2,538	$ 283	$ 579

(15) OTHER (INCOME) EXPENSE, NET

Other (income) expense, net consists of the following:

(In thousands)	2005	2004	2003
Impairment of equity investment	—	$ 100	$4,452
Loss (gain) on foreign currency remeasurement	$ 884	179	(201)
Gain on sale of equity investments	(2,914)	(1,126)	(145)
Other, net	(89)	(188)	147
Other (income) expense, net	$(2,119)	$(1,035)	$4,253

(16) INCOME TAXES

Income (loss) before income taxes was derived from the following sources:

(In thousands)	2005	2004	2003
Domestic	$ (2,270)	$29,226	$(9,747)
Foreign	10,937	6,691	4,918
	$ 8,667	$35,917	$(4,829)

Income tax (benefit) expense is summarized as follows (in thousands):

(In thousands)	2005	2004	2003
Current:			
Federal	$ 986	$ 6,853	$(2,611)
State	277	316	(58)
Foreign	2,852	1,603	122
	4,115	8,772	(2,547)
Deferred:			
Federal	(4,890)	1,864	(2,110)
State	(188)	727	(275)
Foreign	(10)	(229)	(1,316)
	(5,088)	2,362	(3,701)
	$ (973)	$11,134	$(6,248)

Income tax (benefit) expense differs from the expected amounts based upon the statutory federal tax rates as follows:

(In thousands)	2005	2004	2003
Expected federal income tax at statutory rate	$ 3,033	$12,571	$(1,690)
State income taxes, net of federal tax effect	(120)	779	(120)
Effect of foreign source income	(986)	(742)	(2,801)
Tax benefits on exempt earnings from export sales	(900)	(1,300)	(1,000)
Impairment of investment in Metron	—	—	408
Research tax credit	(300)	(260)	(450)
Tax-exempt interest	(676)	(211)	(224)
Resolution of tax contingencies	(1,375)	—	(946)
Other items, net	351	297	575
	$ (973)	$11,134	$(6,248)

In 2005 and 2003, respectively, income tax expense was reduced by $1.4 million and $0.9 million due to the favorable resolution of U.S Federal income tax matters made by the Company.

At August 27, 2005, there were approximately $99.6 million of accumulated undistributed earnings of subsidiaries outside the United States that are considered to be reinvested indefinitely. No deferred tax liability has been provided on such earnings. If they were remitted to the Company, applicable U.S. federal and foreign withholding taxes would be partially offset by available foreign tax credits.

As a result of employment commitments and capital investments made by the Company, income from certain manufacturing activities in Malaysia is exempt from tax for years up through 2013. The income tax benefits attributable to the tax status of these subsidiaries are estimated to be $0.9 million (1 cent per diluted share), $0.7 million (1 cent per diluted share) and $0.7 million (1cent per diluted share) in 2005, 2004 and 2003, respectively.

During 2005, 2004 and 2003, respectively, $0.8 million, $2.0 million and $3.2 million was added to additional paid-in capital in accordance with APB No. 25 reflecting the tax difference relating to employee stock option transactions.

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities at August 27, 2005 and August 28, 2004 are as follows (in thousands):

	2005	2004
Deferred tax assets attributable to:		
Accounts receivable	1,062	$ 939
Inventory	2,406	2,444
Intercompany profit	1,307	1,429
Accruals not currently deductible for tax purposes	12,262	2,761
Net operating loss carryforwards	22,386	1,132
Tax credit carryforwards	2,577	340
Accelerated depreciation	10,163	—
Other, net	2,003	1,760
Total deferred tax assets	54,166	10,805
Deferred tax liabilities attributable to:		
Accelerated depreciation	—	3,484
Purchased intangible assets	29,607	8,205
Other, net	743	1,982
Total deferred tax liabilities	30,350	13,671
Net deferred tax assets (liabilities)	23,816	$ (2,866)

At August 27, 2005, the Company had federal net operating loss carryforwards of approximately $60.2 million which begin to expire in 2021, state operating loss carryforwards of approximately $4.7 million, which begin to expire in 2010, foreign tax credit carryforwards of approximately $1.3 million which begin to expire in 2011, alternative minimum tax credit carryforwards of approximately $0.1 million and research tax credit carryforwards of approximately $1.2 million which begin to expire in 2009. Realization of the deferred tax assets is dependent on generating sufficient future taxable income and on the future reversal of taxable temporary differences. Although realization is not assured, based on projected earnings, the Company believes it is more likely than not that the benefit of these deferred assets will be realized.

(17) SHAREHOLDERS' EQUITY

Stock Option Plans In August 1999, Entegris, Inc. established the Entegris, Inc. 1999 Long-Term Incentive and Stock Option Plan (the 1999 Plan) and the Entegris, Inc. Outside Directors' Stock Option Plan (the Directors' Plan). The number of shares reserved for the Plans by shareholders as of August 27, 2005 is 20,000,000 and 1,000,000, respectively. The maximum aggregate number of shares that may be granted under the 1999 Plan per the board of directors' authorizations as of August 27, 2005 and August 28, 2004 was 17,900,000 and 15,000,000, respectively. All of shares reserved for the Directors' Plan are authorized for grant.

Under the Directors' Plan, each outside director is granted an option to purchase 15,000 shares upon the date the individual becomes a director. Annually, each outside director is automatically granted, at the choice of the Directors' Plan administrator (defined as the Board of Directors or a committee of the Board), either an option to purchase 9,000 shares, or a restricted stock award of up to 3,000 shares. Options are exercisable six months subsequent to the date of grant. Under both the 1999 Plan and the Directors' Plan, the term of options shall be ten years and the exercise price for shares shall not be less than 100% of the fair market value of the common stock on the date of grant of such option.

Option activity for the 1999 Plan and the Directors' Plan is summarized as follows:

	2005		2004		2003	
(Shares in thousands)	Number of shares	Option price	Number of Shares	Option price	Number of Shares	Option price
Options outstanding, beginning of year	8,268	$7.05	8,080	$ 6.28	7,469	$5.94
Granted	1,125	8.39	1,012	12.32	1,961	6.63
Exercised	(415)	4.49	(657)	5.27	(1,163)	4.18
Canceled	(152)	9.23	(167)	8.77	(187)	9.13
Options outstanding, end of year	8,826	$7.30	8,268	$ 7.05	8,080	$6.28
Options exercisable, end of year	7,109	$7.29	5,058	$ 6.00	4,455	$5.29
Options available for grant, end of year	3,970		3,125		4,192	

Options outstanding for the 1999 Plan and the Directors' Plan at August 27, 2005 are summarized as follows:

(Shares in thousands)	Options outstanding			Options exercisable	
Range of exercise prices	Number outstanding	Remaining contractual life	Weighted-average exercise price	Number exercisable	Weighted-average exercise price
$0.96 to $1.50	122	0.6 years	$ 1.32	122	$ 1.32
$3.15	1,979	2.4 years	3.15	1,979	3.15
$4.22	200	4.0 years	4.22	200	4.22
$5.90	1,353	6.9 years	5.90	675	5.90
$6.25 to $7.50	186	5.4 years	7.47	182	7.48
$7.53 to $8.25	1,224	5.9 years	8.02	935	8.02
$8.36 to $10.00	2,175	7.4 years	8.75	1,429	8.94
$10.19 to $12.00	1,276	6.6 years	11.58	1,276	11.58
$12.01 to $15.38	311	7.1 years	13.48	311	13.48

During 2005, certain existing stock option grants were modified in connection with the execution of various severance and separation agreements. Under the agreements, the terms of both unvested and vested stock option grants were modified with no future service required by the affected individuals. Accordingly, under the measurement principles of APB No. 25, compensation expense of $1.0 million was recognized for the implicit value of the modified stock option grants at the date of the agreements' execution.

Employee Stock Purchase Plan In March 2000, the Company established the Entegris, Inc. Employee Stock Purchase Plan (ESPP). A total of 4,000,000 common shares were reserved for issuance under the

ESPP. The ESPP allows employees to elect, at six-month intervals, to contribute up to 10% of their compensation, subject to certain limitations, to purchase shares of common stock at the lower of 85% of the fair market value on the first day or last day of each six-month period. As of August 27, 2005, 0.9 million shares had been issued under the ESPP. As of that date, plan participants had approximately $0.2 million withheld to purchase the Company's common stock at the lower of 85% of the fair market value on the first day or last day of each six-month period ending December 31, 2005. Employees purchased 181,343, 155,293, and 167,471 shares at a weighted-average price of $8.34, $10.34 and $9.05 in 2005, 2004, and 2003 respectively.

Stock Plans assumed from Mykrolis All of Mykrolis Corporation's stock option plans were assumed by the Company at the effective time of the merger. Each outstanding option to purchase shares of Mykrolis common stock under Mykrolis' stock option plans became an option to acquire, on the same terms and condition as were applicable under the Mykrolis stock option plans, the Company's common stock, with the number of shares and exercise prices thereof adjusted for the exchange ratio of 1.39. Accordingly, options to purchase 6.3 million shares of Mykrolis common stock were exchanged for options to purchase 8.8 million shares of the Company's common stock.

All but options to purchase 1.0 million shares were vested, or became vested, at the time of the merger. The intrinsic value of $1.6 million associated with unvested options was recorded as deferred compensation expense as part of the purchase price allocation for the Mykrolis acquisition. This balance will be charged to earnings over the remaining vesting periods that extend to 2008, including $0.1 million recorded in 2005.

A description of the stock plans assumed from Mykrolis on acquisition is provided below.

2001 Equity Incentive Plan The 2001 Equity Incentive Plan (the 2001 Plan) provides for the issuance of stock-based and other incentive awards to selected employees, directors, and other persons (including both individuals and entities) who provide services to the Company or its affiliates. Under the 2001 Plan, the Board of Directors determines the term of each option, option price, number of shares for which each option is granted, whether restrictions will be imposed on the shares subject to options, and the rate at which each option is exercisable. The exercise price for incentive stock options may not be less than the fair market value per share of the underlying common stock on the date granted (110% of fair market value in the case of holders of more than 10% of the voting stock of the Company). The 2001 Plan contains an "evergreen" provision, which increases the number of shares in the pool of options available for grant annually by 1% of the number of shares of common stock outstanding on the date of the Annual Meeting of Stockholders or such lesser amount determined by the Board of Directors.

Millipore Plan Certain employees of Mykrolis were granted stock options under a predecessor's stock-based compensation plan. The Millipore 1999 Stock Incentive Plan (the Millipore Plan) provided for the issuance of stock options and restricted stock to key employees as incentive compensation. The exercise price of a stock option was equal to the fair market value of Millipore's common stock on the date the option was granted and its term was generally ten years and vested over four years.

Employment Inducement and Acquisition Stock Option Plan Mykrolis established the 2003 Employment Inducement and Acquisition Stock Option Plan (the Employment Inducement Plan) in 2003. The Employment Inducement Plan provides for the issuance of stock options and other stock-based awards to newly-hired employees and to employees of companies acquired by the Company. The Employment Inducement Plan has a term of ten years. Options granted under the Employment Inducement Plan have a maximum term of ten years and an exercise price equal to the fair market value of the Company's common stock on the date of grant. The Board of Directors determines other terms of option grants including, number of shares, restrictions and the vesting period. The number of reserved shares under the Employment Inducement Plan automatically increases annually by 0.25% of the number of shares of common stock outstanding on the date of the Annual Meeting of Stockholders unless otherwise determined by the Board of Directors.

Non-Employee Director Stock Option Plan Mykrolis also has the 2001 Non-Employee Director Stock Option Plan (the Directors Plan). Under the Directors Plan, each newly elected eligible director is granted options to purchase 15,000 shares of common stock on the date of his or her first election. Following the initial grant, each director is automatically awarded options to purchase 10,000 shares of common stock for each subsequent year of service as a director. The exercise price of the stock options may not be less than the fair market value of the stock at the date of grant.

Option activity for the assumed Mykrolis plans is summarized as follows:

(Shares in thousands)	Shares	Option Price	Weighted Average Exercise Price
Options outstanding, beginning of year	—		
Options assumed in Mykrolis acquisition	8,790	$3.83-$11.98	$ 8.33
Options exercised	(177)	$4.30-$11.12	5.37
Options expired	(14)	$8.35-$11.98	10.74
Options outstanding, end of year	8,599	$3.83-$11.76	$ 8.38
Options exercisable	7,638		
Shares available for future grant	938		

The following table summarizes information about stock options under the assumed Mykrolis plans at August 27, 2005.

(Shares in thousands)	Options Outstanding			Options Exercisable	
Range of Exercise Prices	Outstanding	Weighted Average Remaining Life in Years	Weighted Average Exercise Price	Exercisable	Weighted Average Exercise Price
$3.83-$4.89	1,676	4.1	$ 4.75	1,489	$ 4.73
$5.01-$8.09	1,435	3.6	6.23	1,386	6.20
$8.35-$9.94	1,964	4.4	8.45	1,240	8.47
$10.09-$10.91	1,893	3.4	10.77	1,893	10.77
$11.12-$11.76	1,631	5.4	11.16	1,630	11.16
	8,599	4.2	$ 8.38	7,638	$ 8.47

Restricted Stock Awards Restricted stock awards are grants that entitle the holder to shares of common stock as the award vests. During 2005 and 2004, the Company awarded 1.9 million and 0.2 million restricted shares, respectively, of the Company's common stock pursuant to the 1999 Plan and 2001 Plan. The value of such stock was established by the market price on the date of the grants and was recorded as deferred compensation in the amounts of $21.6 million and $2.8 million in 2005 and 2004, respectively. Deferred compensation expense is being amortized over the applicable restricted stock vesting periods, generally four years, using graded vesting. Compensation expense recorded in connection with these restricted shares was $4.1 million and $1.2 million in 2005 and 2004, respectively. The 2005 amount includes $0.9 million related to the acceleration of vesting for unvested restricted stock held by the individuals subject to the severance and separation agreements described in the preceding paragraph. The remaining deferred compensation to be amortized in connection with the grants is shown as a reduction of shareholders' equity in the accompanying consolidated financial statements.

Certain unvested restricted shares of Mykrolis common stock issued in connection with restricted stock awards made prior to the merger with the Company were exchanged for unvested restricted shares of the Company's common stock, with the number of shares adjusted for the exchange ratio of 1.39. Accordingly, 0.3 million restricted Mykrolis shares were exchanged for 0.4 million restricted shares of the Company's common stock. The intrinsic value of $2.5 million associated with the unvested restricted stock was recorded as deferred compensation expense as part of the purchase price allocation for the Mykrolis acquisition. This balance is being charged to earnings over the remaining vesting periods that extend to 2009, including $0.2 million recorded in 2005.

Shareholder Rights Plan On July 27, 2005, the Company's board of directors adopted a shareholder rights plan (the "Rights Plan") pursuant to which Entegris declared a dividend on August 8, 2005 to its shareholders of record on August 8, 2005 of the right to purchase (a "Right") one additional share of Entegris Common Stock for each share of Entegris Common Stock owned, at a price of $50.00 for each share. The Rights Plan is designed to protect the Company's shareholders from attempts by others to acquire Entegris on terms or by using tactics that could deny all shareholders the opportunity to realize the full value of their investment. The Rights are attached to the shares of the Company's common stock until certain triggering events occur. The Rights authorize the holders to purchase shares of common stock at a 50% discount from market value upon the occurrence of specified triggering events, including, unless approved by the board of directors, an acquisition by a person or group of specified levels of beneficial ownership of the Company's common stock or a tender offer for the Company's common stock. The common stock purchase rights are redeemable by the Company for $0.01 and will expire in July of 2015. One of the events which will trigger the common stock purchase rights is the acquisition, or commencement of a tender offer, by a person (an Acquiring Person, as defined in the shareholder rights plan), other than Entegris or any of its subsidiaries or employee benefit plans, of 15% or more of the outstanding shares of the Company's common stock. An Acquiring Person may not exercise a common stock purchase right.

(18) BENEFIT PLANS

401(k) Plan The Company maintains the Entegris, Inc. 401(k) Savings and Profit Sharing Plan (the 401(k) Plan) that qualifies as a deferred salary arrangement under Section 401(k) of the Internal Revenue Code. Under the Plan, eligible employees may defer a portion of their pretax wages, up to the Internal Revenue Service annual contribution limit. Entegris matches 100% of employees' contributions on the first 3% of eligible wages and 50% of employees' contributions on the next 2% of eligible wages, or a maximum match of 4% of the employee's eligible wages. In addition to the matching contribution, the Company's board of directors may, at its discretion, declare a profit sharing contribution as a percentage of eligible wages based on the company's worldwide operating results. The employer profit sharing and matching contribution expense under the Plans was $4.6 million, $3.9 million, and $1.8 million in 2005, 2004 and 2003, respectively.

Supplemental Savings and Retirement Plan The Company has Supplemental Savings and Retirement Plan (the "Supplemental Plan") that was assumed in the Mykrolis acquisition. Under the Supplemental Plan, certain senior executives are allowed certain salary deferral benefits that would otherwise be lost by reason of restrictions imposed by the Internal Revenue Code limiting the amount of compensation which may be deferred under tax-qualified plans. The liability of $2.4 million related to these rights is reflected in the consolidated balance sheets under the caption "Other liabilities". The Company recorded no expense in connection with the Supplemental Plan in 2005.

Japan Retirement Benefit Plan The Company assumed the obligations under a defined benefit pension plan in its merger with Mykrolis on August 6, 2005. The employees of the Company's subsidiary in Japan ("Nihon Mykrolis") are covered in a defined benefit pension plan. The table below sets forth the estimated net periodic cost and funded status of the Nihon Mykrolis Pension Plan.

(In thousands)	**2005**
Change in benefit obligation:	
Benefit obligation associated with acquisition of Mykrolis	$12,160
Service cost	63
Interest cost	16
Plan net losses (gains)	321
Foreign exchange impact	123
Benefit obligation at end of year	$12,683
Change in plan assets:	
Plan assets associated with acquisition of Mykrolis	$ 2,850
Actual return on plan assets	(5)
Foreign exchange impact	29
Fair value of plan assets at end of current fiscal year	$ 2,874
Funded status:	
Plan assets in excess of/(less than) benefit obligation	$ (9,809)
Unrecognized net loss (gain)	328
Net amount recognized	$ (9,481)

Amounts recognized in the consolidated financial statements consist of:

(In thousands)	**2005**
Prepaid benefit cost	$ —
Accrued benefit liability	(9,481)
Accumulated other comprehensive loss	—
Net amount recognized	$(9,481)

The accumulated benefit obligation for the Company's pension plan was $11,120 at August 27, 2005.

(In thousands)	2005
Components of net periodic pension cost:	
Service cost	$ 63
Interest cost	16
Expected return on plan assets	(1)
Amortization of unrecognized gain	—
Recognized actuarial loss	—
Net periodic pension cost	$ 78

Assumptions:	2005
Weighted average assumptions used to determine net periodic benefit cost at end of fiscal 2005:	
Discount rate	1.66%
Expected return on plan assets	0.75%
Rate of compensation increase	2.00%

Plan Assets

At August 27, 2005, the Company's pension plan assets were invested in a Japanese insurance company's guaranteed-return fixed income securities. There is interest rate risk associated with the valuation of these investments. The long-term rate of return on Japanese pension plan assets was developed through an analysis of historical returns and the fund's current guaranteed return rate. Estimates of future returns are based on a continuation of the existing guaranteed rate of return.

Cash Flows

During fiscal 2006, the Company expects to contribute $0.3 million to its defined benefit pension plan in Japan. The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

(In thousands)	Pension Benefits
2006	$ 129
2007	289
2008	337
2009	418
2010	445
Years 2011-2015	825

(19) EARNINGS PER SHARE (EPS)

Basic EPS is computed by dividing net income by the weighted average number of shares of common stock outstanding during each period. The following table presents a reconciliation of the share amounts used in the computation of basic and diluted earnings per share:

(In thousands)	2005	2004	2003
Basic earnings per share—Weighted common shares outstanding	77,137	72,957	71,636
Weighted common shares assumed upon exercise of options	1,844	3,225	2,839
Weighted common shares assumed upon vesting of restricted common stock	347	38	—
Diluted earnings per share	79,328	76,220	74,475

Approximately 2.9 million, 0.8 million and 1.3 million of the Company's stock options were excluded from the calculation of diluted earnings per share in 2005, 2004, and 2003, respectively, because the exercise prices of the stock options were greater than the average price of the Company's common stock, and therefore their inclusion would have been antidilutive.

(20) SEGMENT INFORMATION

The Company operates in one segment as it designs, develops, manufactures, markets and sells material integrity management products and services predominantly within the microelectronics industry. All products are sold on a worldwide basis.

The following table summarizes total net sales by markets served for 2005, 2004 and 2003, respectively:

(In thousands)	2005	2004	2003
Net sales:			
Semiconductor	$ 265,326	$ 274,755	$ 191,405
Data storage	42,429	32,761	31,221
Services	30,158	23,276	20,354
Other	29,187	15,972	8,124
	$ 367,100	$ 346,764	$ 251,104

The following tables summarize total net sales, based upon the country to which sales to external customers were made, and property, plant and equipment attributed to significant countries for 2005, 2004 and 2003, respectively:

(In thousands)	2005	2004	2003
Net sales:			
United States	$ 133,727	$ 130,068	$ 103,068
Japan	56,543	55,020	39,033
Germany	17,019	22,312	14,042
Taiwan	36,787	34,543	15,838
Singapore	26,461	26,952	15,424
Korea	25,369	19,888	10,749
Malaysia	13,968	10,883	13,438
Other	57,226	47,098	39,512
	$ 367,100	$ 346,764	$ 251,104
Property, plant and equipment:			
United States	$ 76,673	$ 63,793	$ 68,605
Japan	20,499	11,781	8,064
Germany	6,090	5,806	5,854
Malaysia	15,890	13,146	12,350
Other	6,798	3,108	339
	$ 125,950	$ 97,634	$ 95,212

In 2005, 2004 and 2003, no single nonaffiliated customer accounted for 10% or more of net sales. In 2005, 2004 and 2003, net sales to the Company's top ten customers accounted for approximately 37%, 36%, and 40%, respectively, of our net sales.

(21) FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amount of cash equivalents, short-term investments and short-term debt approximates fair value due to the short maturity of those instruments. The fair value of long-term debt was estimated using discounted cash flows based on market interest rates for similar instruments and approximated its carrying value at August 27, 2005.

(22) COMMITMENTS AND CONTINGENT LIABILITIES

On March 3, 2003 Mykrolis filed a lawsuit against Pall Corporation in the United States District Court for the District of Massachusetts alleging infringement of two of the Company's U.S. patents by a fluid separation device known as the Pall Photo Kleen EZD-2 filter assembly manufactured and sold by the defendant. This lawsuit also sought a preliminary injunction preventing the defendant from the manufacture, use, sale, offer for sale or importation into the U.S. of the infringing product. On March 24, 2003 defendant filed an answer denying that its fluid separation device infringed our patents; defendant also filed a counterclaim seeking a dismissal of the Company's lawsuit, a decree that our patents are invalid and/or not infringed and reimbursement of costs incurred in conducting the litigation. On April 30, 2004, the court issued a preliminary injunction against Pall Corporation and ordered Pall to immediately stop making, using, selling, or offering to sell within the U.S., or importing into the U.S., its PhotoKleen EZD-2 Filter Assembly products or "any colorable imitation" of those products. On June 21, 2004, Mykrolis filed a motion with the court to hold Pall Corporation in contempt of court for failing to comply with the terms of the preliminary injunction. Subsequently, Pall filed a motion to dissolve the preliminary injunction based on two Japanese publications that it alleged raised questions as to the validity of the Company's patents. On January 18, 2005, the United States District Court of Massachusetts issued an order holding Pall Corporation in contempt of court for the violation of the preliminary injunction and ordering Pall to disgorge all profits earned from the sale of its PhotoKleen EZD-2 Filter Assembly products and colorable imitations thereof from the date the preliminary injunction was issued through January 12, 2005. In addition, Pall was also ordered to reimburse Entegris for certain of its attorney's fees associated with the contempt and related proceedings. The Court's order also dissolved the preliminary injunction, effective January 12, 2005. On February 17, 2005, Mykrolis filed a notice of appeal to the U.S. Circuit Court of Appeals for the Federal Circuit appealing the portion of the Court's order that dissolved the preliminary injunction and Pall filed a notice of appeal to that court with respect to the finding of contempt.

On September 9, 2002, Lucent Technologies, Inc. named Entegris Minnesota as a defendant along with Poly-Flow Engineering Inc., FSI International, Inc. and BOC Capital Group in an action filed in circuit court in Orange County, Florida for damages arising from a chemical spill at its facility in January of 2000. Defense of this case was undertaken by the Company's insurance carriers. On August 29, 2005 this matter was settled for a cash payment by the Company's insurance carriers.

On June 28, 2005, Entegris filed a lawsuit against Miraial Co. Ltd. in the United States District Court for the District of Minnesota alleging the infringement, contributory infringement or inducement to infringe of five of the Company's U.S. patents relating to containers for transporting and storing silicon wafers used in the manufacture of semiconductors. The lawsuit also sought preliminary and permanent injunctions preventing the defendant from directly infringing, infringing by inducement or contributing to the infringement of these patents. On September 23, 2005 defendant filed a motion to dismiss for lack of jurisdiction and insufficiency of service of process, which motion is still pending. On October 28, 2005 this case was transferred to the U.S. District Court for the Southern District of New York by stipulation of the parties and the defendant accepted service of process and submitted to the jurisdiction of that court.

In addition, from time to time, the Company is a party to various legal proceedings arising in the ordinary course of our business. The Company does not believe that these proceedings individually or in the aggregate will have a material adverse effect on our financial condition, results of operations or cash flows.

(23) SUBSEQUENT EVENT

On September 12, 2005 the Company announced that it would divest its gas delivery, life science and tape and reel product lines. These divestitures are expected to be completed during late 2005 or 2006. The gas delivery products include mass flow controllers, pressure controllers and vacuum gauges that are used by customers in manufacturing operations to measure and control process gas flow rates and to control and monitor pressure and vacuum levels during the manufacturing process. The life sciences products include stainless steel clean in place systems for life sciences applications. Tape and reel products include our Stream™ product line, which is a packaging system designed to protect and transport microelectronic components, while enabling the high-speed automated placement of the components onto printed circuit boards used for today's electronics. As part of the purchase accounting allocation of the acquisition of Mykrolis, the fair value of the assets of the gas delivery business have been classified as assets held for sale, net.

(24) QUARTERLY INFORMATION-UNAUDITED

(In thousands, except per share data)	Quarter First	Quarter Second	Quarter Third	Quarter Fourth	Year
Fiscal 2004					
Net sales	$68,676	$79,970	$98,624	$ 99,494	$346,764
Gross profit	27,529	34,632	44,300	44,442	150,903
Net income	1,637	5,023	9,175	8,935	24,770
Basic earnings per share	0.02	0.07	0.13	0.12	0.34
Diluted earnings per share	0.02	0.07	0.12	0.12	0.32
Fiscal 2005					
Net sales	$90,505	$84,950	$86,940	$104,705	$367,100
Gross profit	36,912	34,680	35,114	32,793	139,499
Net income (loss)	5,739	4,475	7,109	(7,930)	9,393
Basic earnings (loss) per share	0.08	0.06	0.10	(0.09)	0.12
Diluted earnings (loss) per share	0.08	0.06	0.09	(0.09)	0.12

Entegris, Inc.

Schedule II–Valuation and Qualifying Accounts
(In thousands)

Description COL. A	Balance at Beginning of Period COL. B	Additions COL. C	Deductions COL. D	Balance at End of Period COL. E
Deducted from asset accounts:				
Year ended August 30, 2003:				
Allowance for doubtful receivables	$ 1,798	(145)	140	$ 1,793
Deducted from asset accounts:				
Year ended August 28, 2004:				
Allowance for doubtful receivables	$ 1,793	46	(49)	$ 1,790
Deducted from asset accounts:				
Year ended August 27, 2005:				
Allowance for doubtful receivables [1]	$ 1,790	484	(75)	$ 2,199

(1) Fiscal 2005 amount includes $272 associated with allowance for doubtful account balances recorded in connection with acquisitions.

INDEX TO EXHIBITS

Exhibit No.	Exhibit Volume Description	
2.1	Agreement and Plan of Merger, dated as of March 21, 2005, by and among Entegris, Inc., Mykrolis Corporation and Eagle DE, Inc.	**
2.2	Agreement and Plan of Merger, dated as of March 21, 2005, by and between Entegris, Inc., and Eagle DE, Inc.	**
2.3	Form of Master Separation and Distribution Agreement between Millipore Corporation and Mykrolis Corporation	**
2.4	Form of General Assignment and Assumption	**
3.1	Amended and Restated Certificate of Incorporation of Entegris, Inc.	**
3.2	By-laws of Entegris, Inc.	**
4.1	Form of certificate representing shares of Common Stock, $.01 par value per share	**
4.2	Rights Agreement, dated July 26, 2005, between Entegris, Inc. and Wells Fargo Bank N.A., as rights agent	**
10.1	Entegris, Inc. 1999 Long-Term Incentive and Stock Option Plan	**
10.2	Entegris, Inc. Outside Directors Stock Option Plan	**
10.3	Entegris Inc. 2000 Employee Stock Purchase Plan	**
10.4	Form of 2001 Equity Incentive Plan	**
10.5	Entegris, Inc. 2003 Employment Inducement and Acquisition Stock Option Plan	**
10.6	Supplemental Executive Retirement Plan for Key Salaried Employees of Entegris, Inc.	**
10.7	Entegris, Inc. 2002 Deferred Compensation Plan for Senior Management	**
10.8	Letter Agreement with Thomas O. Pyle	**
10.9	Lease Agreement, dated April 1, 2002, Between Nortel Networks HPOCS Inc. And Mykrolis Corporation, relating to headquarters, R&D and manufacturing facility located at 129 Concord Road, Billerica, MA	**
10.10	Lease Agreement dated November 25, 1985 between Roger G. Little, Trustee of SPI Trust, and Millipore Corporation relating to facilities located at Patriots Park, Bedford, Massachusetts	**
10.11	Lease Agreement dated December 19, 1997 between EBP3, Ltd. and Millipore Corporation relating to facilities located in Allen, Texas	**
10.11-a	Master Invention Disclosure Agreement	**

** Incorporated by Reference to a prior filing with the Commission

INDEX TO EXHIBITS [Cont'd]

Exhibit No.	Exhibit Volume Description	
10.12	Master Patent License Agreement	**
10.13	Master Patent Grantback License Agreement	**
10.14	Master Trademark License Agreement	**
10.15	Master Trade Secret and Know-How Agreement	**
10.16	Tax Sharing Agreement	**
10.17	Membrane Manufacture and Supply Agreement	**
10.18	Research Agreement	**
10.19	Restricted Stock Award Agreement, dated as of November 21, 2004, between the Company and Gideon Argov	**
10.20	Form of Restricted Stock Award Agreement, dated as of December 9, 2004, between the Company and each of its executive officers	**
10.21	Agreement and Plan of Merger by and among Mykrolis Corporation, Stingray Merger Corporation, Extraction Systems, Inc. and the Representative of the Holders of all of the Capital Stock of Extraction Systems, Inc. dated as of March 3, 2005	**
10.22	Letter Agreement, dated as of March 21, 2005, by and between Mykrolis Corporation and Jean-Marc Pandraud	**
10.23	Letter Agreement, dated as of March 21, 2005, by and between Mykrolis Corporation and Peter W. Walcott	**
10.24	Amended and Restated Employment Agreement, dated as of May 4, 2005, by and between Mykrolis Corporation and Gideon Argov	**
10.25	Form of Integration-Planning Bonus Letter and Attachments, dated as of May 12, 2005	**
10.26	Form of Integration-Execution Bonus Letter	**
10.27	STAT-PRO(R) 3000 and STAT-PRO(R) 3000E Purchase and Supply Agreement between Fluoroware, Inc. and Miller Waste Mills, d/b/a RTP Company, dated April 6, 1998	**
10.28	PFA Purchase and Supply Agreement by and between E.I. Du Pont De Nemours and Company and Fluoroware, Inc., dated January 7, 1999, which was made effective retroactively to November 1, 1998, and supplemented by the Assignment and Limited Amendment by and between the same parties and Entegris, Inc., dated as of September 24, 1999	**

** Incorporated by Reference to a prior filing with the Commission

INDEX TO EXHIBITS [Cont'd]

Exhibit No.	Exhibit Volume Description	
10.29	Credit Agreement dated as of November 30, 1999 among Entegris, Inc. and Norwest Bank Minnesota, N.A. and Harris Trust and Savings Bank, as amended	**
10.30	Form of Indemnification Agreement between Entegris, Inc. and each of its executive officers and directors	
10.31	Form of Executive Change of Control Termination Agreement between Entegris, Inc. and each of its executive officers	
10.32	Employment Separation Agreement and Release between Entegris, Inc. and Stan Geyer (assumed by the Company)	
10.33	Employment Separation Agreement and Release between Entegris, Inc. and James Dauwalter (assumed by the Company)	
10.34	Employment Agreement and Release between Entegris, Inc. and Michael Wright, effective August 6, 2005	
10.35	Entegris, Inc. 401 (k) Savings and Profit Sharing Plan (2005 Restatement)*	
10.36	Letter Agreement, dated as of August 10, 2005, by and between Entegris, Inc. and Bertrand Loy	
10.37	Letter Agreement, dated as of September 23, 2005, by and between Entegris, Inc. and Greg Graves	
10.38	Letter Agreement, dated as of September 23, 2005, by and between Entegris, Inc. and John Villas	
10.39	Letter Agreement, dated as of September 23, 2005, by and between Entegris, Inc. and John Goodman	
21.1	Subsidiaries of Entegris, Inc.	
23.1	Consent of Independent Registered Public Accounting Firm	
24	Power of Attorney	
31.1	Rule 13(a)-14(a) Certification by Gideon Argov, Chief Executive Officer	
31.2	Rule 13(a)-14(a) Certification by John Villas, Chief Financial Officer	
32.1	Certifications Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes– Oxley Act of 2002	

** Incorporated by Reference to a prior filing with the Commission

Exhibit 10.30

Indemnification Agreement

This Agreement, made and entered into this ______ day of ________, 2005 (“Agreement”), by and between Entegris, Inc., a Delaware corporation (“Company”), and ___________ (“Indemnitee”):

WHEREAS, it is reasonable, prudent and necessary for the Company to obligate itself to indemnify, and to advance expenses on behalf of, its directors and executive officers to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified; and

WHEREAS, Indemnitee is willing to serve, continue to serve the Company as a director and/or executive officer and to take on additional service for or on its behalf on the condition that he be so indemnified;

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

1. Services by Indemnitee. Indemnitee agrees to serve as a director and/or executive officer of the Company. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law).
2. Indemnification - General. The Company shall indemnify, and advance Expenses (as hereinafter defined) to, Indemnitee (a) as provided in this Agreement and (b) (subject to the provisions of this Agreement) to the fullest extent permitted by applicable law in effect on the date hereof and as amended from time to time. The rights of Indemnitee provided under the preceding sentence shall include, but shall not be limited to, the rights set forth in the other Sections of this Agreement.
3. Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 3 if, by reason of his Corporate Status (as hereinafter defined), he is, or is threatened to be made, a party to or a participant in any threatened, pending or completed Proceeding (as hereinafter defined), other than a Proceeding by or in the right of the Company. Pursuant to this Section 3, Indemnitee shall be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, penalties, fines and amounts paid in settlement) actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful.

4. Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 4 if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or a participant in any threatened, pending or completed Proceeding brought by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section, Indemnitee shall be indemnified against all Expenses (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses) actually and reasonably incurred by him or on his behalf in connection with such Proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company; provided, however, that indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company if and only to the extent that the Court of Chancery of the State of Delaware, or the court in which such Proceeding shall have been brought or is pending, shall determine that such indemnification may be made.

5. Partial Indemnification. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a party to (or a participant in) and is successful, on the merits or otherwise, in defense of any Proceeding, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in defense of such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter. If Indemnitee is entitled under any provision of this agreement to indemnification by the Company for some or a portion of the Expenses, judgments, penalties, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, penalties, fines and amounts paid in settlement) actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion to which the Indemnitee is entitled.

6. Indemnification for Additional Expenses.

   a. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within seven (7) business days of such request) advance such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for (i) indemnification or advance payment of Expenses by the Company under this Agreement or any other agreement or by-law of the Company now or hereafter in effect; or (ii) recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advance expense payment or insurance recovery, as the case may be.

b. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

7. Advancement of Expenses. The Company shall advance all reasonable Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding within seven (7) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by an undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Notwithstanding the foregoing, the obligation of the Company to advance Expenses pursuant to this Section 7 shall be subject to the condition that, if, when and to the extent that the Company determines that Indemnitee would not be permitted to be indemnified under applicable law, the Company shall be entitled to be reimbursed, within thirty (30) days of such determination, by Indemnitee (who hereby agrees to reimburse the Company) for all such amounts theretofore paid; provided, however, that if Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, any determination made by the Company that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any advance of Expenses until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed).

8. Procedure for Determination of Entitlement to Indemnification.

a. To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification.

b. Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 8(a) hereof, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change in Control (as hereinafter defined) shall have occurred, by Independent Counsel (as hereinafter defined) in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee; or (ii) if a Change of Control shall not have occurred, (A) by a majority vote of the Disinterested Directors (as hereinafter defined), even though less than a quorum of the Board, or (B) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee or (C) if so directed by the Board, by the stockholders of the Company; and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within seven (7) days after such determination. The Company and the Indemnitee shall each cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification), and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

c. In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 8(b) hereof, the Independent Counsel shall be selected as provided in this Section 8(c). If a Change of Control shall not have occurred, the Independent Counsel shall be selected by the Board of Directors, and the Company shall give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected. If a Change of Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board of Directors, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within 10 days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 17 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 8(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware for resolution of any objection which shall have been made by the Company or

Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the Court or by such other person as the Court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 8(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 8(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 8(c), regardless of the manner in which such Independent Counsel was selected or appointed, and if such Independent Counsel was selected or appointed by the Indemnitee or the Court, shall provide such Independent Counsel with such retainer as may requested by such counsel. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 10(a)(iii) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

d. The Company shall not be required to obtain the consent of the Indemnitee to the settlement of any Proceeding which the Company has undertaken to defend if the Company assumes full and sole responsibility for such settlement and the settlement grants the Indemnitee a complete and unqualified release in respect of the potential liability. The Company shall not be liable for any amount paid by the Indemnitee in settlement of any Proceeding that is not defended by the Company, unless the Company has consented to such settlement, which consent shall not be unreasonably withheld.

9. Presumptions and Effect of Certain Proceedings.

a. In making a determination with respect to entitlement to indemnification or the advancement of expenses hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification or advancement of expenses under this Agreement if Indemnitee has submitted a request for indemnification or the advancement of expenses in accordance with Section 8(a) of this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including its board of directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including its board of directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

b. If the person, persons or entity empowered or selected under Section 8 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 9(b) shall not apply (i) if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 8(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board of Directors has resolved to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat, or (ii) if the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 8(b) of this Agreement.

c. The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

d. Reliance as Safe Harbor. For purposes of any determination of Good Faith, Indemnitee shall be deemed to have acted in Good Faith if Indemnitee's action is based on the records or books of account of the Company or relevant enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Company or relevant enterprise in the course of their duties, or on the advice of legal counsel for the Company or relevant enterprise or on information or records given in reports made to the Company or relevant enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company or relevant enterprise. The provisions of this

Section 9(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

e. Actions of Others. The knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Company or relevant enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

10. Remedies of Indemnitee.

a. In the event that (i) a determination is made pursuant to Section 8 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 7 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 8(b) of this Agreement within 90 days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Section 5 or 6 of this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, Indemnitee shall be entitled to an adjudication by the Court of Chancery of the State of Delaware, or any other court of competent jurisdiction, of his entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at his option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

b. In the event that a determination shall have been made pursuant to Section 8(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 10 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. If a Change of Control shall have occurred, in any judicial proceeding or arbitration commenced pursuant to this Section 10, the Company shall have the burden of proving that Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

c. If a determination shall have been made pursuant to Section 8(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 10, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

d. In the event that Indemnitee, pursuant to this Section 10, seeks a judicial adjudication of or an award in arbitration to enforce his rights under, or to recover damages for breach of, this Agreement, Indemnitee shall be entitled to recover from the Company, and shall be indemnified by the Company against, any and all expenses (of the types described in the definition of Expenses in Section 17 of this Agreement) actually and reasonably incurred by him in such judicial adjudication or arbitration, but only if he prevails therein. If it shall be determined in said judicial adjudication or arbitration that Indemnitee is entitled to receive part but not all of the indemnification or advancement of expenses sought, the expenses incurred by Indemnitee in connection with such judicial adjudication or arbitration shall be appropriately prorated. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefor) advance such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' or officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

e. The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 10 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

11. Non-Exclusivity; Survival of Rights; Insurance; Subrogation.

a. The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the By-Laws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the General Corporation Law of the State of Delaware, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company's By-Laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

b. To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees or agents of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies.

c. In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit or enforce such rights.

d. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

e. The Company's obligation to indemnify or advance expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

12. Duration of Agreement.

a. This Agreement shall continue until and terminate upon the later of: (i) 10 years after the date that Indemnitee shall have ceased to serve as a director and/or executive officer of the Company (or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which Indemnitee served at the request of the Company); or (ii) the final termination of any Proceeding then pending in respect of which Indemnitee is granted rights of indemnification or advancement of expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 10 of this Agreement relating thereto.

b. This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries) and Indemnitee. Indemnitee specifically acknowledges that Indemnitee's employment with the Company (or any of its subsidiaries), if any, is at will, and the Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment contract between Indemnitee and the Company (or any of its subsidiaries), other applicable formal severance policies duly adopted by the Board, or, with respect to service as a director or officer of the Company, by the Company's Certificate of Incorporation, By-laws, and the General Corporation Law of the State of Delaware. The foregoing notwithstanding, this Agreement shall continue in force as provided above after Indemnitee has ceased to serve as a director and/or executive officer of the Company.

c. This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of Indemnitee and his heirs, executors and administrators.

13. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

14. Exception to Right of Indemnification or Advancement of Expenses. Except as provided in Section 6(a) of this Agreement, Indemnitee shall not be entitled to indemnification or advancement of Expenses under this Agreement with respect to any Proceeding brought by Indemnitee (other than a Proceeding by Indemnitee to enforce his rights under this Agreement), or any claim therein, unless the bringing of such Proceeding or making of such claim shall have been approved by the Board of Directors.

15. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

16. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

17. Definitions. For purposes of this Agreement:

a. “Change in Control” shall have the meaning set forth on Exhibit A.

b. “Corporate Status” describes the status of a person who is or was a director, officer, employee, fiduciary or agent of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the request of the Company.

c. “Disinterested Director” means a director of the company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

d. “Effective Date” means August 8, 2005.

e. “Expenses” shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness, in, or otherwise participating in, a Proceeding.

f. “Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party, or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

g. “Proceeding” includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Corporation or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is, may be or will be involved as a party or otherwise, by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any action taken by him or of any inaction on his part while acting as director or officer of the Company, or by reason of the fact that he is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise; in each case whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification or advancement of expenses can be provided under this Agreement; except one (i) initiated by an Indemnitee pursuant to Section 10 of this Agreement to enforce his right under this Agreement or (ii) pending on or before the Effective Date.

18. Enforcement.

a. The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director and/or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director and/or officer of the Company.

b. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

19. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

20. Notice by Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

21. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been direct, or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

a. If to Indemnitee to:

____
____
____

b. If to the Company to:

129 Concord Road
Billerica, Massachusetts 01821
Attention: General Counsel

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

22. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

23. Governing Law; Submission to Jurisdiction; Appointment of Agent for Service of Process. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 10(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the “Delaware Court”), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not a resident of the State of Delaware, irrevocably [_______________] as its agent in the State of Delaware for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or otherwise inconvenient forum.

24. Miscellaneous. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

____
Name:

ENTEGRIS, INC.

By: _______________________________
Name: _______________________________
Title: _______________________________

ATTEST:

____
Name:

INDEMNITEE

____
Name: _______________________________

EXHIBIT A

“A Change of Control” shall be deemed to include any of the following events:

(a) Any Person (defined for the purposes hereof as any individual, entity or other person, including a group within the meaning of Section 13(d) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “1934 Act”), acquires beneficial ownership (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of 30% or more of either (A) the then outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided that for purposes of this clause any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or its direct or indirect subsidiaries shall not Constitute a Change of Control; or

(b) Individuals who constitute the Board on the Effective Date (the “Incumbent Directors”), cease for any reason to constitute at least a majority of the Board; provided, that any individual who becomes a member of the Board and whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors shall be treated as an Incumbent Director unless he or she assumed office as a result of an actual or threatened election contest with respect to the election or removal of directors; or

(c) There is consummated a reorganization, merger or consolidation involving the Company, or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), in each case unless, following such Business Combination, (A) the Persons who were the beneficial owners, respectively, of the Outstanding Company Common Stock and of the combined voting power of the Outstanding Company Voting Securities immediately prior to the Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and of the combined voting power of the Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Employer or of such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors, except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the Board resulting from such Business Combination were Incumbent Directors at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) The stockholders of the Company approve a complete liquidation or dissolution of the Company.

Exhibit 10.31

EXECUTIVE CHANGE OF CONTROL TERMINATION AGREEMENT

This Executive Change of Control Termination Agreement ("Agreement") between ENTEGRIS, INC., a Delaware corporation with offices at 3500 Lyman Boulevard, Chaska, MN 553118, ("Entegris" or the "Company") and ______________________________ (the "Executive") dated August 10, 2005 (the "Effective Date").

RECITALS

A. The Executive is an officer and key member of Entegris' management.

B. Entegris believes that it is in the best interests of the Company and of its stockholders, to provide for the continuity of management in general and the retention of Executive in particular, in the event of a Change of Control of the Company.

C. This Agreement is not intended to alter materially the compensation, benefits or terms of employment that the Executive could reasonably expect in the absence of a Change of Control of Entegris, but is intended to encourage and reward Executive's willingness to remain in his position with the Company and Executive's compliance with the wishes of the Entegris Board of Directors whatever they may be in the event that a Change of Control occurs.

NOW THEREFORE, in consideration of the foregoing premises, of the mutual promises of the Parties made herein and of other consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. DEFINITIONS. The following terms when used in this Agreement with initial capital letters shall have the meanings assigned to them below. Other terms defined elsewhere in this Agreement shall have the respective meanings assigned to them at the location of their definition.

1.01. "Accrued Rights" means the following amounts: (A) Executive's base salary in effect through the date of termination, to the extent not previously paid; (B) any bonus or variable compensation earned by Executive but unpaid as of the date of termination for any previously completed fiscal year; (C) reimbursement for any unreimbursed business expenses properly incurred by the Executive in accordance with Company policy prior to the date of the Executive's termination and properly submitted for reimbursement within sixty (60) days following the date of termination; and (D) such reimbursements and benefits under the Benefit Plans, if any, to which the Executive became entitled prior to or on the date of termination, including, but not limited to, any vacation accrued but unused, through the date of termination, as determined in accordance with Company policies but excluding payments, if any, under any severance plan or policy of the Company.

1.02. “Affiliate” means a company that is controlled by, controls or is under common control with Entegris.

1.03. “Cause” shall mean (A) gross dereliction in the performance of, the Executive’s duties to the Company or any of its Affiliates if the Executive fails to cure such dereliction, if curable, within thirty (30) days after receipt from the Company of written notice specifying such dereliction; (B) fraud, embezzlement or theft with respect to the Company or any of its Affiliates; (C) material breach of Section 5 of this Agreement or of a fiduciary duty owed by the Executive to the Company or any of its Affiliates; or (D) conviction of, or plea of nolo contendere to, a felony or other crime involving moral turpitude.

1.04. “A Change of Control” shall be deemed to include any of the following events:

(a) Any Person (defined for the purposes hereof as any individual, entity or other person, including a group within the meaning of Section 13(d) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “1934 Act”), acquires beneficial ownership (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of 30% or more of either (A) the then outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided that for purposes of this clause any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or its direct or indirect subsidiaries shall not Constitute a Change of Control; or

(b) Individuals who constitute the Board on the Effective Date (the “Incumbent Directors”), cease for any reason to constitute at least a majority of the Board; provided, that any individual who becomes a member of the Board and whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors shall be treated as an Incumbent Director unless he or she assumed office as a result of an actual or threatened election contest with respect to the election or removal of directors; or

(c) There is consummated a reorganization, merger or consolidation involving the Company, or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), in each case unless, following such Business Combination, (A) the Persons who were the beneficial owners, respectively, of the Outstanding Company Common Stock and of the combined voting power of the Outstanding Company Voting Securities immediately prior to the Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and of the combined voting power of the Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of the

Employer or of such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors, except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the Board resulting from such Business Combination were Incumbent Directors at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination;

(d) The stockholders of the Company approve a complete liquidation or dissolution of the Company; or

(e) The merger of Mykrolis Corporation with and into the Company in accordance with the Agreement and Plan of Merger, dated March 21, 2005 by and among Entegris, Inc., a Minnesota corporation, Eagle DE, Inc. and Mykrolis Corporation.

1.05. "Confidential Information" means any and all information of the Company and its Affiliates that is not generally known by others with whom they compete or do business, or with whom any of them plans to compete or do business. Confidential Information includes without limitation such information relating to: (A) the development, research, testing, manufacturing, marketing and financial activities of the Company and its Affiliates, (B) the Products, (C) the costs, sources of supply, financial performance and strategic plans of the Company and its Affiliates, (D) the confidential special needs of the customers of the Company and its Affiliates and (E) the confidential substance of the business relationships of the Company and its Affiliates. Confidential Information also includes any information that the Company or any of its Affiliates have received, or may receive hereafter, belonging to customers or others with any understanding, express or implied, that the information would not be disclosed.

1.06. "Good Reason" means: (A) the Company's removal of the Executive, without his consent, from the position with the Company (or a successor corporation) held on the Effective Date; (B) a material diminution, without his consent, of the duties or authority attendant to the Executive's position; (C) material failure of the Company to provide the Executive compensation and benefits in accordance with the terms of Section 2 hereof; (D) the Company's requirement that the Executive relocate his office more than thirty-five (35) miles from the Executive's then-current office, without the Executive's consent; or (E) other material breach of this Agreement by the Company; provided that the events described in clauses (A) through (E) hereof shall constitute Good Reason only if the Company fails to cure such event within thirty (30) days after receipt from the Executive of written notice specifying the event which constitutes Good Reason.

1.07. "Person" means, except as otherwise provided in the definition of "Change of Control," an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization, other than the Company or any of its Affiliates.

1.08. "Products" mean all products planned, researched, developed, tested, manufactured, sold, licensed, leased or otherwise distributed or put into use by the Company or any of its Affiliates, together with all services provided or planned by the Company or any of its Affiliates, during the period of Executive's employment.

2. TERMS OF EMPLOYMENT PRIOR TO A CHANGE OF CONTROL

2.01. Prior to a Change of Control, Executive shall be an employee-at-will of Entegris. Executive shall be entitled to the position, duties, compensation and benefits specified in any employment offer letter that Executive may have received from the Company as supplemented by Company policies.

2.02. Executive agrees that during the period of his employment prior to any Change of Control, he will discharge his duties to the best of his ability and in furtherance of the interests of the Company and its stockholders as such interests are determined by the Entegris Board of Directors. The Executive further agrees to use his best efforts at and after the occurrence of a Change of Control to effect an orderly and beneficial transfer of control to the party or parties comprising the new control group.

2.03. Nothing in this Agreement shall be deemed to prevent the Executive from remaining in the employ of Entegris or any Person that succeeds to the business of the Company either on the terms and conditions referred to herein or on other terms that may be mutually agreed upon.

3. Termination of Employment Following a Change of Control

3.01. In the event of a Change of Control and, within twenty-four (24) months thereafter: (a) the Company provides notice to the Executive of the Executive's termination by the Company other than for Cause, or (b) the Executive's employment is terminated by the Executive for Good Reason, the Executive shall be entitled to receive: (A) the Accrued Rights, (B) an amount equal to two times the Base Salary, payable in a single lump sum within thirty (30) days following the date of termination; (C) an amount equal to two times the greater of (i) the Target Bonus for the fiscal year in which termination of the Executive's employment occurs and (ii) the highest Bonus paid to the Executive for the three fiscal years immediately preceding that in which termination occurs, payable in a lump sum within thirty (30) days following termination; (D) continuation of the participation of the Executive and his eligible dependents in the Company's health and dental plans and continuation of the participation of the Executive in the Company's group life insurance plan until the expiration of two years following the date of termination of the Executive's employment or, if earlier, until the date he becomes eligible for coverage under the health, dental or life insurance plan of another employer; provided, however, that in the event that the Company determines that it is unable to continue any such participation, it shall pay the cost, on an after-tax basis, of comparable coverage; (E) notwithstanding anything to the contrary in the Company's equity-based plans or any equity award agreement between the Company and the Executive, immediate vesting of all outstanding unvested equity awards, which in the case of any stock options, shall remain exercisable for a period of one year following the date of termination or until the date such stock options would have expired in the absence of a termination of employment, if earlier; and (F) reimbursement, up to fifteen thousand dollars ($15,000), for outplacement services reasonably selected by the Executive.

3.02. Payments under the applicable provision of this Section 3 shall be in lieu of any and all compensation and benefits of any kind or description to which the Executive might otherwise be entitled, under a severance pay plan or agreement or otherwise, as a result of the termination of his employment under this Section 3. Except for medical, dental and life insurance coverage continued pursuant to Section 3.01(D), Executive's participation in Benefit Plans shall terminate pursuant to the applicable plan terms based on the date of termination of the Executive's employment without regard to any continuation of Base Salary or other payment to the Executive following such date of termination. Nothing contained in this Section 3.02 however, shall constitute or be construed as constituting a waiver by the Executive of any rights to which the Executive became entitled prior to or on the date of termination under any Benefit Plan, other than any severance plan or policy of the Company.

3.03. Any purported termination of employment by the Company or by the Executive shall be communicated by written Notice of Termination to the other party hereto given sixty (60) days prior to the effective date of such termination. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and such notice shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

4. Certain Tax Related Payments.

Payments and benefits under this Agreement shall be made and provided without regard to whether the deductibility of such payments (or any other payments or benefits to or for the benefit of the Executive) would be limited or precluded by Section 280G ("Section 280G") of the U.S. Internal Revenue Code (the "Code") and without regard to whether such payments (or any other payments or benefits) would subject the Executive to the federal excise tax applicable to certain "excess parachute payments" under Section 4999 of the Code (the "Excise Tax"). If any portion of the payments or benefits to or for the benefit of the Executive (including, but not limited to, payments and benefits under this Agreement but determined without regard to this paragraph) constitutes an "excess parachute payment" within the meaning of Section 280G (the aggregate of such payments being hereinafter referred to as the "Excess Parachute Payments"), the Company shall promptly pay to the Executive an additional amount (the "gross-up payment") that after reduction for all taxes (including but not limited to the Excise Tax) with respect to such gross-up payment equals the Excise Tax with respect to the Excess Parachute Payments; provided that to the extent any gross-up payment would be considered "deferred compensation" for purposes of Section 409A of the Code, the manner and time of payment, and the provisions of this Agreement, shall be adjusted to the extent necessary (but only to the extent necessary) to comply with the requirements of Section 409A with respect to such payment so that the payment does not give rise to the interest or additional tax amounts described at Section 409A(a)(1)(B) or Section 409A(b)(4) of the Code (the "Section 409A penalties"); and further provided that if, notwithstanding the immediately preceding proviso, the gross-up payment cannot be made to conform to the requirements of Section 409A of the Code, the amount of the gross-up payment shall be determined without regard to any gross-up for the Section 409A penalties. The determination as to whether Executive's payments and benefits include Excess Parachute Payments and, if so, the amount of such payments, the amount of any Excise Tax owed with respect thereto, and the amount of any gross-up payment shall be made at the Company's expense by Ernst & Young or by such other certified public accounting firm as the Board may designate prior to a Change of Control (the "accounting firm"). Notwithstanding the foregoing, if the U.S. Internal Revenue Service shall assert an Excise Tax liability that is higher than the Excise Tax (if any) determined by the accounting firm, the Company shall promptly augment the gross-up payment to address such higher Excise Tax liability.

5. Obligations of the Executive

5.01. Confidentiality. The Executive acknowledges that the Company and its Affiliates continually develop Confidential Information; that the Executive may develop Confidential Information for the Company and its Affiliates; and that the Executive may learn of Confidential Information during the course of employment. The Executive will comply with the policies and procedures of the Company and its Affiliates for protecting Confidential Information and shall not disclose to any Person or use, other than as required by applicable law after notice to the Company and a reasonable opportunity for the Company to seek protection of the Confidential Information prior to disclosure or for the proper performance of his duties to the Company and its Affiliates, any Confidential Information obtained by the Executive incident to his employment or other association with the Company or any of its Affiliates. The Executive understands that this restriction shall continue to apply after his employment terminates, regardless of the reason for such termination.

5.02. Return of Company Property. All documents, records, tapes and other media of every kind and description relating to the business, present or otherwise, of the Company and its Affiliates and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by the Executive, shall be the sole and exclusive property of the Company and its Affiliates. The Executive shall safeguard all Documents and shall surrender to the Company at the time his employment terminates, or at such earlier time or times as the Board or its designee may specify, all Documents and other property of the Company and its Affiliates then in the Executive's possession or control.

5.03. Restricted Activities. The Executive agrees that some restrictions on his activities during and after his employment are necessary to protect the goodwill, Confidential Information and other legitimate interests of the Company and its Affiliates:

(a) While the Executive is employed by the Company and for two (2) years after the termination of the Executive's employment (the "Non-Competition Period"), the Executive shall not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, compete in the materials integrity management business, or in such additional businesses as the Company or any Affiliate is engaged in at the time of the Executive's termination, with the Company or any Affiliate within the United States or in any country in which the

Company or any Affiliate then is doing business. Specifically, but without limiting the foregoing, the Executive agrees not to engage in any manner in any activity that is directly or indirectly competitive with the materials integrity management business of the Company or any Affiliate, or such additional businesses as the Company or any Affiliate is engaged in at the time of the Executive's termination, as conducted at any time during the Executive's employment. Notwithstanding anything herein to the contrary, the Executive may make passive investments in any enterprise the shares of which are publicly traded if such investment constitutes less than two percent of the equity of such enterprise.

(b) The Executive further agrees that while he is employed by the Company and during the Non-Competition Period, the Executive will not hire or attempt to hire any executive employee of the Company or any Affiliate whom he directly supervises or any key scientific or technical employee of the Company or any Affiliate, assist in such hiring by any Person, or encourage any such employee to terminate his or her relationship with the Company or any Affiliate, provided that the Executive shall be permitted to hire any such person if such person has not been employed by the Company or any Affiliate for a period of six months at the time of such hiring, nor shall the Executive solicit or encourage any customer or vendor of the Company, which he knows to be a customer or vendor of the Company, to terminate or diminish its relationship with it.

5.04. Enforcement of Covenants. The Executive acknowledges that he has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed upon him pursuant to this Section 5. The Executive agrees that those restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. The Executive further acknowledges that, were he to breach any of the covenants contained in this Section 5, the damage to the Company could be irreparable. The Executive therefore agrees that the Company, in addition to any other remedies available to it, shall be entitled to seek preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any of said covenants, without having to post bond. The parties further agree that, in the event that any provision of this Section 5 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographical area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

5.05. Conflicting Agreements. The Executive hereby represents and warrants that the execution of this Agreement and the performance of his obligations hereunder will not breach or be in conflict with any other agreement to which the Executive is a party or is bound and that the Executive is not now subject to any covenants against competition or similar covenants or any court order or other legal obligation that would affect the performance of his obligations hereunder. The Executive will not disclose to or use on behalf of the Company any proprietary information of a third party without such party's consent.

6. Notices

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be sufficiently given when mailed in the continental United States by registered or certified mail or personally delivered to the party entitled thereto at the address stated below or to such changed address as the addressee may have given by a similar notice:

To Entegris:	Entegris, Inc. 3500 Lyman Boulevard Chaska, MN Attn: Senior Vice President & General Counsel

To the Executive:	c/o Entegris Inc. with an additional copy to the Executive's home address

7. No Mitigation and No Offset

7.01. The amounts payable to Executive hereunder shall be absolutely owing, and not subject to reduction or mitigation as a result of employment by Executive elsewhere after his employment with Entegris is terminated.

7.02. There shall be no right of set-off or counterclaim in respect of any claim, debt or obligation against any payments to the Executive, his dependents, beneficiaries or estate, provided for in this Agreement.

8. General Provisions

8.01. Should the Executive's employment be terminated either on a voluntary or involuntary basis other than as provided in Section 3 of this Agreement, then any and all termination payments and other provisions associated with any such severance of employment shall be determined in accordance with Entegris' policies and procedures then in effect and not in accordance with this Agreement. Except as specifically provided for herein, nothing shall be deemed to give the Executive the right to continue in the employ of Entegris.

8.02. Entegris and the Executive recognize that each party will have no adequate remedy at law for breach by the other of any of the agreements contained herein and, in the event of any such breach, Entegris (with respect to Sections 3 and 4) and the Executive (with respect to Section 5) hereby agree and consent that the other shall be entitled to a decree of specific performance, or other appropriate remedy to enforce performance of such agreements.

8.03. No right or interest to or in any payments shall be assignable by the Executive; provided, however, that this provision shall not preclude him from designating one or more beneficiaries to receive any amount that may be payable after his death and shall not preclude the legal representative of his estate from assigning any right hereunder to the person or persons entitled thereto under his will or, in the case of intestacy, to the person or persons entitled thereto under the laws of intestacy applicable to his estate.

8.04. No right, benefit or interest hereunder shall be subject to anticipation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation, or set-off in respect of any claim, debt or obligation, or to execution, attachment, levy or similar process, or assignment by operation of law. Any attempt, voluntary or involuntary, to effect any action specified in the immediately preceding sentence shall, to the full extent permitted by law, be null, void and of no effect.

8.05. The titles to sections in this Agreement are intended solely for convenience of reference and shall not be conclusive as to the meaning or interpretation thereof. This Agreement shall be binding upon and shall inure to the benefit of the Executive, his heirs and legal representatives, and Entegris and its successors.

8.06. (a) Entegris will indemnify the Executive for all costs and expenses (including fees and expenses of counsel) incurred by the Executive in connection with an action to enforce his rights under this Agreement (including any action to enforce this right of indemnity) in which action the Executive prevails.

(b) Entegris must require that any entity with which it merges or consolidates or to which it agrees to transfer a substantial portion of its assets expressly assume the obligations of the Company under this Agreement (including assumption of options vested pursuant to Section 3.01(E) above by a successor or award of substituted options by such) and that any successor or successors of such an entity, whether by merger, consolidation or transfer of assets, also expressly assume all such obligations. Notwithstanding the foregoing, the Company shall not be deemed to have breached its obligations under this Section 8.06(b) if it negotiates with any successor entity to provide a substitute agreement on terms (which may be different than the terms herein) that are reasonably acceptable to Executive.

8.07. No provision of this Agreement may be amended, modified or waived unless such amendment, modification or waiver shall be authorized by the Board of Directors of Entegris or any authorized committee of the Board of Directors and shall be agreed to in writing, signed by the Executive and by an officer of Entegris thereunto duly authorized. Except as otherwise specifically provided in this Agreement, no waiver by either party hereto of any breach by the other party hereto of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of a subsequent breach of such condition or provision or a waiver of a similar or dissimilar provision or condition at the same time or at any prior or subsequent time.

8.08. The validity, interpretation, construction performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware as applied to transactions taking place wholly within Delaware between Delaware residents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ENTEGRIS, INC.	Executive:
By ______________________	______________________
Printed Name	Printed Name
Title	

Exhibit 10.32

Employment Separation Agreement and Release

This Employment Separation Agreement and Release ("Agreement") sets forth the mutual understanding and agreement of Entegris, Inc., a Minnesota corporation with offices at 3500 Lyman Boulevard, Chaska, Minnesota, 55318 ("Entegris") and Stan Geyer, an individual residing at 4302 Sunnyside Road, Edina, Minnesota, 55424 ("Geyer"). This Agreement sets forth the rights and obligations of Geyer arising at the conclusion of his service to Entegris as it ceases to do business due to a merger with Mykrolis Corporation ("Mykrolis"). By signing this Agreement, Geyer hereby acknowledges that the terms and conditions hereof are in full satisfaction of all rights to termination or severance-related benefits for which he has been eligible or may claim to be eligible under any agreement or promise, whether written or oral, express or implied, or any other Entegris severance plan or program.

RECITALS

WHEREAS, Geyer is employed by Entegris as Chairman of its Board of Directors; and

WHEREAS, Entegris has entered into an Agreement and Plan of Merger dated March 21, 2005, with Mykrolis, which has resulted in the creation of a Delaware subsidiary into which Entegris will merge at the time of closing and, thereafter, cease current operations; and

WHEREAS, the closing of the merger will further result in the termination of Geyer's services as Chairman of the Board of Directors;

WHEREAS, in addition to historic Entegris practice of providing fair and equitable severance to departing executives, Entegris recognizes value in obtaining non-compete obligations and a release of claims from Geyer; and

WHEREAS, the Compensation and Stock Option Committee of Entegris has established an independent process for determining appropriate compensation to be paid and has retained and relied upon the expertise of Hewitt and Associates, L.L.C. in determining the structure and amounts to be paid to Geyer;

IT IS, THEREFORE, agreed that Entegris and Geyer agree to the following:

TERMS AND CONDITIONS

1. Severance Pay – Provided Geyer signs and returns this Agreement in the form provided to him, he shall receive two times base pay and target bonus (cumulatively $684,000) plus $140,000 for additional perquisites and benefits for a total of $1,508,000. This amount shall be paid pursuant to Entegris customary payroll practices commencing October 16, 2005, and shall be paid over four (4) years in the amount of $377,000 per year. Geyer shall additionally be paid his fiscal 2005 annual bonus in an amount prorated from September 1, 2004 through the date of closing of the merger between Entegris and Mykrolis, said amount approximating

$311,000. Payment of the pro-rata bonus will be distributed at the same time as other Entegris executives receive annual incentives or on October 16, 2005, whichever is earlier.

2. Health Insurance – Geyer shall be entitled to continued participation until age 65 as an early retiree in Entegris medical programs or such other programs designated by Entegris which provide comparable medical benefits and include customary pro-rata expense as between Entegris and Geyer with Geyer individually paying customary participant portions of applicable premiums.

3. Stock Options – As of October 16, 2005, or such later date as potential employment with the newly created Entegris, Inc., a Delaware corporation, expires, all stock options and stock grants attributed to Geyer shall vest without deferral of exercise dates.

4. Non-Competition – Geyer's acceptance of a position with another company will not affect eligibility for payments referenced above subject to the right of Entegris and its successor to cancel such payments and seek full reimbursement of amounts paid in the event that Geyer engages in activities determined to be significantly detrimental to the best interests of Entegris or its successor including, without limitation, (i) recruiting, hiring, or soliciting employees for employment or the performance of services with a competing company, (ii) breach of any obligations under any confidentiality agreement or intellectual property agreement, (iii) making disparaging, knowingly false, or misleading statements about Entegris, its successor, or its products, officers, or employees to competitors, customers, potential customers, or to current or former employees.

In further exchange for the consideration due to be provided under this Agreement, Geyer agrees that for the entirety of his four-year payment term as specified above, he will not, without the written consent of Entegris, directly or indirectly (a) engage or be interested in as an owner, partner, shareholder, employee, director, officer, agent, consultant or otherwise, directly or indirectly, with or without compensation, any business which is in direct competition with the business of Entegris. Nothing herein, however, shall prohibit Geyer from acquiring or holding not more than two percent (2%) of any class of publicly-traded securities of any business. Payments to Geyer shall be conditional based on his compliance with non-compete obligations as set forth herein.

In the event any of the foregoing non-compete obligations shall be determined by any court of competent jurisdiction to be unenforceable by reason of extended for too great a period of time, over too great a geographical area, or by reason of being too extensive in any other respect, such provision shall be interpreted to extend only over the maximum period of time for which it may be enforceable, over the maximum geographical area as to which it may be enforceable, and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action. The invalidity or unenforceability of any particular provision of these non-competition paragraphs shall not affect the other provisions thereof which shall continue in full force and effect.

Geyer agrees that the remedies available to Entegris at law will be inadequate in the event of a breach or a threatened breach of non-competition obligations as stated herein. As a result, Entegris shall be entitled, in addition to its rights at law, to seek an injunction or other equitable relief without the need to post a bond.

5. Release of Claims – In exchange for payments to be made hereunder, Geyer waives and hereby releases Entegris and its successor as well as its past, present, and future divisions, subsidiaries, affiliates, and related companies, plus present and future directors, officers, employees, and agents from any and all claims of any nature whatsoever which he may have arising out of his employment or the termination of his employment with Entegris including, but not limited to, any claims he may have under federal, state, or local employment, labor, or anti-discrimination laws, statutes, and case law, and specifically claims arising under the federal Age Discrimination In Employment Act, the Civil Rights Act of 1866 and 1964 as amended, the Americans with Disabilities Act, Executive Order 11246, the Employee Retirement Income Security Act of 1974 ("ERISA"), the Family and Medical Leave Act, the Fair Labor Standards Act, the Minnesota Human Rights Act, the Minnesota Age Discrimination Law, and any and all other applicable state, county, or local statutes, ordinances, or regulations; provided, however, that this release does not apply to claims for benefits under Entegris-sponsored benefit plans covered by ERISA (other than claims for severance) nor to claims arising out of obligations expressly undertaken in this Agreement. Any rights to benefits (other than severance benefits) under Entegris-sponsored benefit plans are governed exclusively by the written plan documents of those plans.

Geyer acknowledges and understands that he has accepted the consideration provided herein in full satisfaction of all claims and obligations of Entegris to him regarding any matter or incident up to the date he signs this Agreement (except to the extent expressly excepted from the terms hereof), and he affirmatively intends to be legally bound thereby.

6. Confidentiality – Geyer agrees not to disclose or cause any other person to disclose to third parties, including employees of Entegris, the terms of this Agreement; provided, however, he may disclose such terms to his spouse, his financial/tax advisors, his attorney, and in response to a governmental inquiry, including a governmental tax audit or a judicial subpoena. Geyer understands that breach of this confidentiality provision shall exclude Entegris from performing further under the Agreement. Geyer further agrees and acknowledges that any and all agreements relating to intellectual property or confidential information which he has signed during the course of his employment with Entegris remain in full force and effect according to their terms.

7. Severability; Entire Agreement; No Oral Modification; No Waivers – Should any of the provisions of this Agreement be determined to be invalid by a court of competent jurisdiction, the parties agree that this shall not affect the enforceability of the other provisions of this Agreement. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements and discussions with respect to the subject matter hereof. This Agreement may be amended or modified only by an agreement in writing signed by both parties. The failure by Entegris to declare a breach or otherwise assert its rights under this Agreement shall not be construed as a waiver of any right which Entegris may have under this Agreement.

8. Section 409A – If Entegris or Geyer determine that any payment obligation under this Agreement will cause Geyer to incur tax obligations under Section 409A of the Code, then the parties shall negotiate in good faith to structure an alternative payment mechanism consistent with the parties' objectives, to the extent reasonably practical that will not cause Geyer to incur such tax obligations.

9. Assignment – Neither Entegris nor Geyer may make any assignment of this Agreement or any interest therein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that Entegris may assign its rights and obligations under this Agreement without the consent of Geyer in the event that Entegris shall hereafter complete a reorganization, consolidate with or merge into or substantially transfer all of its properties or assets to any other entity. This Agreement shall inure to the benefit of and be binding upon Entegris, Geyer, and their respective successors, executors, administrators, heirs, and permitted assigns. Geyer expressly consents to be bound by the provisions of this Agreement for the benefit of any successor or permitted assign without the necessity that this Agreement be re-signed at the time of transfer.

10. Indemnification – Geyer shall be entitled to ongoing coverage for services provided as a director and officer of Entegris, said coverage being provided at Entegris' expense and in amounts the same as that provided to other executives. He shall additionally be entitled to the same rights of indemnification and contribution as are provided to executives of Entegris generally under the Articles of Incorporation or By-laws.

11. Notice – Any and all notices, requests, demands, or other communications provided for by this Agreement shall be in writing and, except as otherwise expressly provided in this Agreement, shall be effective when delivered in person, consigned to a national courier service, or deposited in the United States Mail, postage prepaid, registered or certified, and addressed to Geyer at his last known address on the book of Entegris or, in the case of Entegris, at its principal place of business, attention to the Chair of the Board of Directors.

12. Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflicts of laws principles.

ACKNOWLEDGEMENTS AND CERTIFICATIONS

Geyer acknowledges and certifies that he:

a. has read and understood all of the terms of this Agreement and does not rely on any representation or statement, written or oral, not set forth in this Agreement;

b. has had a reasonable period of time to consider this Agreement;

c. is signing this Agreement knowingly and voluntarily;

d. has been advised to consult with an attorney before signing this Agreement;

e. has the right to consider the terms of this Agreement for twenty-one (21) days and, if he takes fewer than 21 days to review this Agreement, hereby waives any and all rights to the balance of the 21-day review period; and

f. has the right to revoke this Agreement within fifteen (15) days after signing it by providing written notice of revocation to the CEO of Entegris in which event this Agreement shall become null and void in its entirety.

ENTEGRIS, INC.

/s/ Stan Geyer	/s/ Gary F. Klingl
Stan Geyer	**Gary F. Klingl** **Chair – Compensation and Stock Option Committee**
Dated:	Dated:

Employment Separation Agreement and Release

This Employment Separation Agreement and Release (“Agreement”) sets forth the mutual understanding and agreement of Entegris, Inc., a Minnesota corporation with offices at 3500 Lyman Boulevard, Chaska, Minnesota, 55318 (“Entegris”) and James E. Dauwalter, an individual residing at 3250 Julian Drive, Chaska, Minnesota, 55318 (“Dauwalter”). This Agreement sets forth the rights and obligations of Dauwalter arising at the conclusion of his service to Entegris as it ceases to do business due to a merger with Mykrolis Corporation (“Mykrolis”). By signing this Agreement, Dauwalter hereby acknowledges that the terms and conditions hereof are in full satisfaction of all rights to termination or severance-related benefits for which he has been eligible or may claim to be eligible under any agreement or promise, whether written or oral, express or implied, or any other Entegris severance plan or program.

RECITALS

WHEREAS, Dauwalter is employed by Entegris as Chief Executive Officer; and

WHEREAS, Entegris has entered into an Agreement and Plan of Merger dated March 21, 2005, with Mykrolis, which has resulted in the creation of a Delaware subsidiary into which Entegris will merge at the time of closing and, thereafter, cease current operations; and

WHEREAS, the closing of the merger will further result in the termination of Dauwalter’s services as Chief Executive Officer;

WHEREAS, in addition to historic Entegris practice of providing fair and equitable severance to departing executives, Entegris recognizes value in obtaining non-compete obligations and a release of claims from Dauwalter; and

WHEREAS, the Compensation and Stock Option Committee of Entegris has established an independent process for determining appropriate compensation to be paid and has retained and relied upon the expertise of Hewitt and Associates, L.L.C. in determining the structure and amounts to be paid to Dauwalter;

IT IS, THEREFORE, agreed that Entegris and Dauwalter agree to the following:

TERMS AND CONDITIONS

1. Severance Pay – Provided Dauwalter signs and returns this Agreement in the form provided to him, he shall receive two times base pay and target bonus (cumulatively $840,000) plus $180,000 for additional perquisites and benefits for a total of $1,860,000. This amount shall be paid pursuant to Entegris customary payroll practices commencing October 16, 2005, and shall be paid over five (5) years in the amount of $372,000 per year. Dauwalter shall additionally be paid his fiscal 2005 annual bonus in an amount prorated from September 1, 2004 through the date of closing of the merger between Entegris and Mykrolis, said amount

approximating $384,000. Payment of the pro-rata bonus will be distributed at the same time as other Entegris executives receive annual incentives or on October 16, 2005, whichever is earlier.

2. Health Insurance – Dauwalter shall be entitled to continued participation until age 65 as an early retiree in Entegris medical programs or such other programs designated by Entegris which provide comparable medical benefits and include customary pro-rata expense as between Entegris and Dauwalter with Dauwalter individually paying customary participant portions of applicable premiums.

3. Stock Options – As of October 16, 2005, or such later date as potential employment with the newly created Entegris, Inc., a Delaware corporation, expires, all stock options and stock grants attributed to Dauwalter shall vest without deferral of exercise dates.

4. Non-Competition – Dauwalter's acceptance of a position with another company will not affect eligibility for payments referenced above subject to the right of Entegris and its successor to cancel such payments and seek full reimbursement of amounts paid in the event that Dauwalter engages in activities determined to be significantly detrimental to the best interests of Entegris or its successor including, without limitation, (i) recruiting, hiring, or soliciting employees for employment or the performance of services with a competing company, (ii) breach of any obligations under any confidentiality agreement or intellectual property agreement, (iii) making disparaging, knowingly false, or misleading statements about Entegris, its successor, or its products, officers, or employees to competitors, customers, potential customers, or to current or former employees.

In further exchange for the consideration due to be provided under this Agreement, Dauwalter agrees that for the entirety of his four-year payment term as specified above, he will not, without the written consent of Entegris, directly or indirectly (a) engage or be interested in as an owner, partner, shareholder, employee, director, officer, agent, consultant or otherwise, directly or indirectly, with or without compensation, any business which is in direct competition with the business of Entegris. Nothing herein, however, shall prohibit Dauwalter from acquiring or holding not more than two percent (2%) of any class of publicly-traded securities of any business. Payments to Dauwalter shall be conditional based on his compliance with non-compete obligations as set forth herein.

In the event any of the foregoing non-compete obligations shall be determined by any court of competent jurisdiction to be unenforceable by reason of extended for too great a period of time, over too great a geographical area, or by reason of being too extensive in any other respect, such provision shall be interpreted to extend only over the maximum period of time for which it may be enforceable, over the maximum geographical area as to which it may be enforceable, and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action. The invalidity or unenforceability of any particular provision of these non-competition paragraphs shall not affect the other provisions thereof which shall continue in full force and effect.

Dauwalter agrees that the remedies available to Entegris at law will be inadequate in the event of a breach or a threatened breach of non-competition obligations as stated herein. As a result, Entegris shall be entitled, in addition to its rights at law, to seek an injunction or other equitable relief without the need to post a bond.

5. Release of Claims – In exchange for payments to be made hereunder, Dauwalter waives and hereby releases Entegris and its successor as well as its past, present, and future divisions, subsidiaries, affiliates, and related companies, plus present and future directors, officers, employees, and agents from any and all claims of any nature whatsoever which he may have arising out of his employment or the termination of his employment with Entegris including, but not limited to, any claims he may have under federal, state, or local employment, labor, or anti-discrimination laws, statutes, and case law, and specifically claims arising under the federal Age Discrimination In Employment Act, the Civil Rights Act of 1866 and 1964 as amended, the Americans with Disabilities Act, Executive Order 11246, the Employee Retirement Income Security Act of 1974 ("ERISA"), the Family and Medical Leave Act, the Fair Labor Standards Act, the Minnesota Human Rights Act, the Minnesota Age Discrimination Law, and any and all other applicable state, county, or local statutes, ordinances, or regulations; provided, however, that this release does not apply to claims for benefits under Entegris-sponsored benefit plans covered by ERISA (other than claims for severance) nor to claims arising out of obligations expressly undertaken in this Agreement. Any rights to benefits (other than severance benefits) under Entegris-sponsored benefit plans are governed exclusively by the written plan documents of those plans.

Dauwalter acknowledges and understands that he has accepted the consideration provided herein in full satisfaction of all claims and obligations of Entegris to him regarding any matter or incident up to the date he signs this Agreement (except to the extent expressly excepted from the terms hereof), and he affirmatively intends to be legally bound thereby.

6. Confidentiality – Dauwalter agrees not to disclose or cause any other person to disclose to third parties, including employees of Entegris, the terms of this Agreement; provided, however, he may disclose such terms to his spouse, his financial/tax advisors, his attorney, and in response to a governmental inquiry, including a governmental tax audit or a judicial subpoena. Dauwalter understands that breach of this confidentiality provision shall exclude Entegris from performing further under the Agreement. Dauwalter further agrees and acknowledges that any and all agreements relating to intellectual property or confidential information which he has signed during the course of his employment with Entegris remain in full force and effect according to their terms.

7. Severability; Entire Agreement; No Oral Modification; No Waivers – Should any of the provisions of this Agreement be determined to be invalid by a court of competent jurisdiction, the parties agree that this shall not affect the enforceability of the other provisions of this Agreement. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements and discussions with respect to the subject matter hereof. This Agreement may be amended or modified only by an agreement in writing signed by both parties. The failure by Entegris to declare a breach or otherwise assert its rights under this Agreement shall not be construed as a waiver of any right which Entegris may have under this Agreement.

8. Section 409A – If Entegris or Dauwalter determine that any payment obligation under this Agreement will cause Dauwalter to incur tax obligations under Section 409A of the Code, then the parties shall negotiate in good faith to structure an alternative payment mechanism consistent with the parties' objectives, to the extent reasonably practical that will not cause Dauwalter to incur such tax obligations.

9. Assignment – Neither Entegris nor Dauwalter may make any assignment of this Agreement or any interest therein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that Entegris may assign its rights and obligations under this Agreement without the consent of Dauwalter in the event that Entegris shall hereafter complete a reorganization, consolidate with or merge into or substantially transfer all of its properties or assets to any other entity. This Agreement shall inure to the benefit of and be binding upon Entegris, Dauwalter , and their respective successors, executors, administrators, heirs, and permitted assigns. Dauwalter expressly consents to be bound by the provisions of this Agreement for the benefit of any successor or permitted assign without the necessity that this Agreement be re-signed at the time of transfer.

10. Indemnification – Dauwalter shall be entitled to ongoing coverage for services provided as a director and officer of Entegris, said coverage being provided at Entegris' expense and in amounts the same as that provided to other executives. He shall additionally be entitled to the same rights of indemnification and contribution as are provided to executives of Entegris generally under the Articles of Incorporation or By-laws.

11. Notice – Any and all notices, requests, demands, or other communications provided for by this Agreement shall be in writing and, except as otherwise expressly provided in this Agreement, shall be effective when delivered in person, consigned to a national courier service, or deposited in the United States Mail, postage prepaid, registered or certified, and addressed to Dauwalter at his last known address on the book of Entegris or, in the case of Entegris, at its principal place of business, attention to the Chair of the Board of Directors.

12. Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflicts of laws principles.

ACKNOWLEDGEMENTS AND CERTIFICATIONS

Dauwalter acknowledges and certifies that he:

g. has read and understood all of the terms of this Agreement and does not rely on any representation or statement, written or oral, not set forth in this Agreement;

h. has had a reasonable period of time to consider this Agreement;

i. is signing this Agreement knowingly and voluntarily;

j. has been advised to consult with an attorney before signing this Agreement;

k. has the right to consider the terms of this Agreement for twenty-one (21) days and, if he takes fewer than 21 days to review this Agreement, hereby waives any and all rights to the balance of the 21-day review period; and

l. has the right to revoke this Agreement within fifteen (15) days after signing it by providing written notice of revocation to the CEO of Entegris in which event this Agreement shall become null and void in its entirety.

ENTEGRIS, INC.

/s/ James E. Dauwalter	/s/ Gary F. Klingl
James E. Dauwalter	**Gary F. Klingl** **Chair – Compensation and Stock Option Committee**
Dated:	Dated:

Exhibit 10.34

Employment Agreement and Release

This Employment Agreement and Release ("Agreement") sets forth the mutual understanding and agreement of Entegris, Inc., a Delaware corporation with offices at 3500 Lyman Boulevard, Chaska, Minnesota, 55318 ("Entegris"), and Michael W. Wright, an individual residing at 5115 Meadville Street, Greenwood, Minnesota, 55331 ("Wright").

RECITALS

WHEREAS, Entegris is a newly created entity resulting from the merger of the former Entegris, Inc., a Minnesota corporation ("Entegris Minnesota"), and Mykrolis Corporation, a Delaware corporation ("Mykrolis"), pursuant to the terms of a March 21, 2005 Agreement and Plan of Merger; and

WHEREAS, Wright was employed and performed with excellence as an executive officer with Entegris Minnesota and has likewise played a key role in developing plans for the integration of Entegris Minnesota and Mykrolis into Entegris.

WHEREAS, it is agreed that Wright will not continue as an executive officer of Entegris but will continue to provide valuable services as an employee and advisor to the company; and especially the Chief Executive Officer;

WHEREAS, in addition to perpetuating historic and agreed-upon practices of Entegris Minnesota and Mykrolis of providing fair and equitable severance to departing executive officers, Entegris recognizes value in obtaining confidentiality and non-compete obligations and a release of claims from Wright and particularly recognizes the importance of maintaining a constructive working and advisory relationship with Wright following the above-referenced merger;

THEREFORE, Entegris and Wright agree to the following:

TERMS AND CONDITIONS

1. Resignation as Executive Officer – Effective August 6, 2005, Wright resigns and otherwise waives claim to any position as an executive officer of Entegris as well as all other executive officer or director positions he may have with Entegris Minnesota or any subsidiary of either entity.

2. Activities Post-Merger – Commencing August 6, 2005, Wright will act as Senior Advisor to the Chief Executive Officer of Entegris and will be employed in a non-executive capacity by Entegris until August 5, 2007. It is the intent and purpose of the parties that Wright will be actively engaged in supporting the Chief Executive Officer and overall best interests of the company until August 5, 2007. Wright acknowledges, however, that he shall have no authority to bind Entegris to any legal obligation and further agrees to disclose his lack of

authority in any instance where he reasonably concludes third parties might take action based on a misunderstanding of his apparent or actual authority.

3. Compensation – If Wright signs and does not revoke this Agreement and continues in the employ of Entegris in accordance with the terms and conditions of this Agreement, then Wright shall receive benefits as set forth in Sections 3(a), 3(b), and 3(c) below.

(a) Severance Pay– Wright shall receive two times his base pay and target bonus as paid by Entegris Minnesota immediately prior to the merger (cumulatively $1,240,040) plus a total of $559,960, for a total severance payment of $1,800,000. This amount shall be paid as follows:

- $200,000 on August 26, 2005;
- $979,980 on January 2, 2006; and
- $620,020 on January 2, 2007.

All payments made to Wright shall be made after required deductions and withholdings.

(b) Senior Advisor Compensation – For the period August 6, 2005, through August 5, 2007, and subject to his ongoing employment as specified herein, Wright shall be paid $100,000 per year or a total of $200,000 for advisory services. With respect to such pay, Wright shall remain on the Entegris payroll and shall be paid according to customary practice. Wright shall not be eligible for bonus compensation. During this period Wright may obtain other employment so long as such employment does not materially impact his ability to perform advisory services hereunder.

(c) Other Benefits. Subject to his ongoing employment as specified herein, Wright shall be entitled to the following other benefits:

Options and Restricted Stock Vesting:	All currently unvested options and restricted stock to be fully vested as of August 6, 2005.
Other Option Terms:	During the two-year continuation of employment period, options will continue to be subject to terms of the option agreements under which they were granted.
Medical Insurance:	Coverage through employment or August 31, 2007, whichever is later; Wright cost to be calculated on the same basis as other Entegris employees.

Automobile:	Wright shall be entitled to use his company-owned vehicle until October 31, 2005, at which time he may either buy it at the value at which it is carried on the books of Entegris or return it to the company.
401(k) Plan:	Wright waives participation as of August 6, 2005, but retains distribution rights as specified in plan documents.
Office Support:	Wright shall receive administrative support for approved travel and assigned duties and shall submit expenses and receive reimbursement in customary employee fashion. He shall additionally remain entitled to ongoing use of a laptop computer and Blackberry or other hand-held device provided by Entegris, subject to the right of Entegris to modify access to company information in its discretion.
Home Office:	One-time allowance of $2,000.00.
Legal Expenses:	Entegris shall pay Wright's legal fees in completing this Agreement in an amount not to exceed ten hours of total time at standard rates.

4. Termination.

Employment "At Will"– For the period August 6, 2005 through August 5, 2007, Wright shall be deemed an employee "at will" and may be terminated with or without cause, subject to the following:

(a) Termination Without Cause – Wright shall remain entitled to payment of all Severance Pay and Senior Advisor Compensation as referenced in paragraphs 3(a) and 3(b).

(b) Termination With Cause – Wright shall forfeit remaining payments and benefits as referenced in paragraphs 3(a), 3(b), and 3(c).

(c) Definition of "With Cause" – Wright acknowledges that historic and intended entitlement to Compensation has been and is contingent upon compliance with non-compete, confidentiality, and non-disparagement obligations as well as the performance of assigned duties. For purposes of this Agreement, Wright may be terminated "with cause" if he intentionally and materially breaches any obligation of non-disclosure, non-competition, non-solicitation, or non-disparagement as set forth below or willfully and repeatedly after written notice fails to perform assigned duties as an advisor.

5. Non-Disclosure, Non-Competition, and Non-Solicitation Agreements –

(a) Non-Disclosure Agreement – Wright acknowledges that the Confidential Information and data obtained by him during the course of his employment concerning the business or affairs of Entegris, or any predecessor entity related thereto, including Entegris Minnesota and Mykrolis and their subsidiaries, are the property of Entegris and are confidential to Entegris. Such Confidential Information may include, but is not limited to, specifications, designs, and processes, product formulae, manufacturing, distributing, marketing or selling processes, systems, procedures, plans, know-how, services or material, trade secrets, devices (whether or not patented or patentable), customer or supplier information, price lists, financial information including, without limitation, costs of materials, manufacturing processes and distribution costs, business plans, prospects or opportunities, and software and development or research work (the "Confidential Information"). All the Confidential Information shall remain the property of Entegris, and Wright agrees that he will not at any time disclose to any unauthorized persons or use for his own account or for the benefit of any third party any of the Confidential Information without the written consent of Entegris. Wright agrees to deliver to Entegris at the termination of his employment or at such earlier date requested by Entegris, all memoranda, notes, plans, records, reports, video and audio media and any and all other documentation (and copies thereof) relating to the business of Entegris, or any entity related thereto, which he may then possess or have under his direct or indirect control. Notwithstanding any provision herein to the contrary, the Confidential Information shall specifically exclude information which is publicly available to Wright and others by proper means, readily ascertainable from public sources known to Wright at the time the information was disclosed or which is rightfully obtained from a third party. It shall not be a breach of this Section 4(a) for Wright to disclose Confidential Information as required by law, provided Wright provides notice to Entegris enabling it to seek a protective order before disclosure.

(b) Non-Competition Agreement – Unless and until Wright's employment is terminated without cause, Wright agrees that until December 31, 2007, he shall not, directly or indirectly:

(1) manage, participate in, lend his name to, act as a consultant or advisor, or render services to any person or entity which is competing or planning to compete with Entegris; or

(2) have any ownership interest in any entity referenced in 5(b)(1) above in excess of 1% of such entity's outstanding stock of any classification.

(c) Covenant Not to Hire or Recruit Employees – Wright agrees that until December 31, 2007, he will not, directly or indirectly, induce or attempt to induce any employee of Entegris or any entity related thereto to leave his, her, or their employ, or in any other way knowingly interfere with the relationship between Entegris or any entity related thereto and any other employee of Entegris or any entity related thereto, or in any way knowingly interfere with the relationship between any customer, franchisee, or other business relation and Entegris or any entity related thereto.

(d) Acknowledgment – Wright acknowledges that the provisions of this Section 5 are reasonable and necessary to protect the legitimate interests of Entegris and that any violation of this Section 5 by Wright will cause substantial and irreparable harm to Entegris to such an extent that monetary damages alone would be an inadequate remedy therefor. Therefore, in the event that Wright violates any provision of this Section 5, Entegris will be entitled to an injunction, in addition to all the other remedies it may have, restraining Wright from violating or continuing to violate such provision.

(e) Blue Pencil Doctrine – If the duration of, scope of, or any business activity covered by this Section 5 is in excess of what is valid and enforceable under applicable law, such provision will be construed to cover only that duration, scope, or activity that is valid and enforceable. Wright acknowledges that this Section 5 will be given the construction which renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable laws.

6. Release of Claims – In exchange for payments and other consideration to be provided hereunder, Entegris and its predecessor and related entities and Wright each waive and hereby release each other from any and all claims of any nature whatsoever which they may have arising out of Wright's past or prospective employment as an executive officer or the termination of such employment with Entegris including, but not limited to, any claims Wright may have under federal, state, or local employment, labor, or anti-discrimination laws, statutes, and case law, and specifically claims arising under the federal Age Discrimination In Employment Act, the Civil Rights Acts of 1866 and 1964 as amended, the Americans with Disabilities Act, Executive Order 11246, the Employee Retirement Income Security Act of 1974 ("ERISA"), the

Family and Medical Leave Act, the Fair Labor Standards Act, the Minnesota Human Rights Act, the Minnesota Age Discrimination Law, and any and all other applicable state, county, or local statutes, ordinances, or regulations; provided, however, that this release does not apply to claims for benefits under Entegris-sponsored benefit plans covered by ERISA (other than claims for severance) in which Wright is a participant nor to claims arising out of obligations expressly undertaken in this Agreement.

Wright acknowledges and understands that he has accepted the consideration provided under this Agreement in full satisfaction of all claims and obligations of any and all of the above-referenced entities which may be owed to him regarding any matter or incident up to the date Wright signs this Agreement, and he affirmatively intends to be legally bound by such release and satisfaction.

7. Non-disparagement – Wright and Entegris, on behalf of its officers and directors, each agree they will not knowingly make negative comments intended to malign, disparage, or damage the character, reputation, image, or products or services of the other.

8. Indemnification – Wright shall be entitled to defense and indemnification, and coverage under any directors and officers errors and omissions liability insurance, with respect to any services provided by Wright as an officer of Entegris Minnesota, or as a Senior Advisor hereunder, in the same manner as other officers and directors of Entegris Minnesota or Entegris in accordance with the Articles of Incorporation or By-Laws and applicable insurance policies maintained by Entegris and/or the terms of the March 21, 2005 Agreement and Plan of Merger between Entegris Minnesota and Mykrolis.

9. Positive Recommendation – Upon request, Entegris shall provide Wright with a positive letter of recommendation and shall otherwise provide reasonable support in identifying and responding to prospective employers.

10. Full Compensation – Wright acknowledges and understands that the payments made and other consideration provided by Entegris under this Agreement will fully compensate Wright for and extinguish any and all of the potential claims Wright is releasing in this Agreement, including, without limitation, any claims for attorneys’ fees and costs and any and all claims for any type of legal or equitable relief.

11. Legal Representation – Wright acknowledges that he consulted with his own attorney before executing this Agreement, that he has had a full opportunity to consider this Agreement, and that he has had a full opportunity to ask any questions that he may have concerning this Agreement and the settlement of any potential claims against Entegris or its predecessor entities and affiliates.

12. Taxes; Section 409A – Entegris will deduct from any payments made to Wright under this Agreement any withholding or other taxes that Entegris is required to deduct, if any, under applicable law. Except to the extent taxes are withheld by Entegris, Wright shall be solely responsible for the payment of all taxes due and owing with respect to wages, benefits, and other

compensation provided to him hereunder. If Entegris or Wright determine that any payment obligation under this Agreement will cause Wright to incur tax obligations under Section 409A of the Internal Revenue Code, then the parties shall negotiate in good faith to structure an alternative payment mechanism consistent with the parties' objectives, to the extent reasonably practical and without any additional material cost to Entegris, that will not cause Wright to incur such tax obligations.

13. Assignment – Neither Entegris nor Wright may make any assignment of this Agreement or any interest therein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that Entegris may assign its rights and obligations under this Agreement without the consent of Wright in the event that Entegris shall hereafter complete a reorganization, consolidate with, or merge into or substantially transfer all of its properties or assets to any other entity. This Agreement shall inure to the benefit of and be binding upon Entegris, Wright, and their respective successors, executors, administrators, heirs, and permitted assigns. Wright expressly consents to be bound by the provisions of this Agreement for the benefit of any successor or permitted assign of Entegris without the necessity that this Agreement be re-signed at the time of transfer.

14. Reliance By Third Parties – This Agreement is intended for the exclusive benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns, and no other person or entity has any right to rely on this Agreement or to claim or derive any benefit therefrom, absent the express written consent of the party to be charged with such reliance or benefit.

15. Severability; Entire Agreement; No Oral Modification; No Waivers – Should any of the provisions of this Agreement be determined to be invalid by a court of competent jurisdiction, the parties agree that this shall not affect the enforceability of the other provisions of this Agreement. Except for any and all agreements related to Wright's stock options and restricted stock (which have not been affected or altered by this Agreement except as provided in Section 3(c)), this Agreement constitutes a single integrated contract expressing the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements and discussions with respect to the subject matter hereof and all other agreements and understandings between the parties and the predecessor entities and affiliates referenced herein. This Agreement may be amended or modified only by an agreement in writing signed by both parties. The failure by Entegris to declare a breach or otherwise assert its rights under this Agreement shall not be construed as a waiver of any right which Entegris may have under this Agreement.

16. Notice – Any and all notices, requests, demands, or other communications provided for by this Agreement shall be in writing and, except as otherwise expressly provided in this Agreement, shall be effective when delivered in person, consigned to a national courier service, or deposited in the United States Mail, postage prepaid, registered or certified, and addressed to Wright at his last known address on the book of Entegris or, in the case of Entegris, at its principal place of business, attention to the General Counsel.

17. Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflicts of laws principles.

ACKNOWLEDGEMENTS AND CERTIFICATIONS

Wright acknowledges and certifies that he:

m. has read and understood all of the terms of this Agreement and does not rely on any representation or statement, written or oral, not set forth in this Agreement;

n. has had a reasonable period of time to consider this Agreement;

o. is signing this Agreement knowingly and voluntarily;

p. is hereby being advised by Entegris to consult with an attorney before signing this Agreement;

q. has the right to consider the terms of this Agreement for twenty-one (21) days and, if he takes fewer than 21 days to review this Agreement, hereby waives any and all rights to the balance of the 21-day review period; and has the right to revoke this Agreement within fifteen (15) days after signing it by providing written notice of revocation to the Chief Financial Officer of Entegris in which event this Agreement shall become null and void in its entirety.

	ENTEGRIS, INC.
/s/ MICHAEL WRIGHT	/s/ GIDEON ARGOV
Michael W. Wright	**Gideon Argov**
Dated:	Dated:

Exhibit 10.35

ENTEGRIS, INC.
401(k) SAVINGS AND PROFIT SHARING PLAN
(2005 Restatement)

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ENTEGRIS, INC.
401(k) SAVINGS AND PROFIT SHARING PLAN
(2005 Restatement)

WHEREAS, Entegris, Inc., a Minnesota corporation (“Principal Sponsor”), has heretofore established and maintains an earnings reduction profit sharing plan (the “Plan”) which is embodied in a document dated January 1, 2000, and entitled “ENTEGRIS, INC. 401(k) EMPLOYEES’ SAVINGS PLAN,” as amended; and

WHEREAS, The Principal Sponsor has reserved to itself the power to make further amendments of the Plan documents; and

WHEREAS, It is desired to amend and restate the Plan documents in the manner hereinafter set forth;

NOW, THEREFORE, The Plan documents are hereby amended and restated, effective August 5, 2005 to read in full as follows:

SECTION 1

INTRODUCTION

1.1. Definitions. When the following terms are used herein with initial capital letters, they shall have the following meanings:

1.1.1. Accounts — the following Accounts will be maintained under the Plan for Participants:

(a) Total Account — for convenience of reference, a Participant's entire interest in the Fund, including the Participant's Retirement Savings Account, Employer Matching Account, Employer Profit Sharing Account, Pension Account, ESOP Account, Rollover Account, and Transfer Account.

(b) Retirement Savings Account — the Account maintained for each Participant to which are credited the Employer contributions made in consideration of such Participant's elective contributions pursuant to Section 3.2, together with any increase or decrease thereon.

(c) Employer Matching Account — the Account maintained for each Participant to which is credited the Participant's allocable share of the Employer contributions made pursuant to Section 3.3, together with any increase or decrease thereon.

(d) Employer Profit Sharing Account — the Account maintained for each Participant to which is credited the Participant's allocable share of the Employer contributions made pursuant to Section 3.4, together with any increase or decrease thereon.

(e) Pension Account — the Account maintained for each Participant to which is credited the Participant's interest, if any, transferred from the Entegris, Inc. Pension Plan, together with any increase or decrease thereon. A Participant's Pension Account will be distributed in accordance with Appendix E to the Plan Statement.

(f) ESOP Account — the Account maintained for each Participant to which is credited the Participant's interest, if any, transferred from the Entegris, Inc. Employee Stock Ownership Plan, together with any increase or decrease thereon. Distributions from a Participant's ESOP Account shall be made in accordance with Section 7 and Appendix F to the Plan Statement.

(g) Rollover Account — the Account maintained for each Participant to which are credited the Participant's rollover contributions made pursuant to Section 3.7, together with any increase or decrease thereon.

(h) Transfer Account — the Account maintained for each Participant to which is credited the Participant's interest, if any, transferred from another qualified plan by the trustee of such other plan pursuant to an agreement made under Section 9.3 and not credited to any other Account pursuant to such agreement (or another provision of this Plan Statement), together with any increase or decrease thereon.

1.1.2. Affiliate — a business entity which is not an Employer but which is a part of a "controlled group" with the Employer or under "common control" with the Employer or which is a member of an "affiliated service group" that includes the Employer, as those terms are defined in section 414(b), (c) and (m) of the Code. A business entity which is a predecessor to the Employer shall be treated as an Affiliate if the Employer maintains a plan of such predecessor business entity or if, and to the extent that, such treatment is otherwise required by regulations under section 414(a) of the Code. A business entity shall also be treated as an Affiliate if, and to the extent that, such treatment is required by regulations under section 414(o) of the Code. In addition to said required treatment, the Principal Sponsor may, in its discretion, designate as an Affiliate any business entity which is not such a "controlled group," "common control," "affiliated service group" or "predecessor" business entity but which is otherwise affiliated with the Employer, subject to such limitations as the Principal Sponsor may impose.

1.1.3. Alternate Payee — any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all or a portion of the Account of a Participant under the Plan.

1.1.4. Annual Valuation Date — each December 31.

1.1.5. Beneficiary — a person designated by a Participant (or automatically by operation of this Plan Statement) to receive all or a part of the Participant's Vested Total Account in the event of the Participant's death prior to full distribution thereof. A person so designated shall not be considered a Beneficiary until the death of the Participant.

1.1.6. Code — the Internal Revenue Code of 1986, including applicable regulations for the specified section of the Code. Any reference in this Plan Statement to a section of the Code, including the applicable regulation, shall be considered also to mean and refer to any subsequent amendment or replacement of that section or regulation.

1.1.7. Committee — the committee established in accordance with the provisions of Section 12.2, known as the Administrative Committee.

1.1.8. Disability — a medically determinable physical or mental impairment which: (i) renders the individual incapable of performing any substantial gainful employment, (ii) can be expected to be of long-continued and indefinite duration or result in death, and (iii) is evidenced by a certification to this effect by a doctor of medicine approved by the Committee. In lieu of such a certification, the Committee may accept, as proof of Disability, the official written determination that the individual will be eligible for disability benefits under the federal Social Security Act as now enacted or hereinafter amended (when any waiting period expires).

Notwithstanding the foregoing, no Participant will be considered to have a Disability unless such doctor's determination or official Social Security determination is received by the Committee within twelve (12) months after the Participant's last day of active work with the Employer or an Affiliate. The Committee shall determine the date on which the Disability shall have occurred if such determination is necessary.

1.1.9. Effective Date — August 5, 2005, the effective date of this restatement. The original effective date of the Plan is January 1, 2000.

1.1.10. Eligibility Service — a measure of an employee's service with the Employer and all Affiliates (stated as a number of years) which is equal to the number of computation periods for which the employee is credited with one thousand (1,000) or more Hours of Service (as determined under Section 1.1.19); subject, however, to the following rules:

(a) Computation Periods. The computation periods for determining Eligibility Service shall be the twelve (12) consecutive month period beginning with the date the employee first performs an Hour of Service and all Plan Years beginning after such date (irrespective of any termination of employment and subsequent reemployment).

(b) Completion. A year of Eligibility Service shall be deemed completed only as of the last day of the computation period (irrespective of the date in such period that the employee completed one thousand Hours of Service). (Fractional years of Eligibility Service shall not be credited.)

(c) Pre-2000 Service. Eligibility Service shall be credited for Hours of Service earned and computation periods completed before January 1, 2000, as if this Plan Statement were then in effect.

(d) Breaks in Service. If the employee has any break in service occurring before or after the Effective Date, the employee's service both before and after such break in service shall be taken into account in computing Eligibility Service for the purpose of determining the employee's entitlement to become a Participant in the Plan.

1.1.11. Employer — the Principal Sponsor, any business entity that adopts the Plan pursuant to Section 9.4, and any successor thereof that adopts the Plan.

1.1.12. Employment Commencement Date — the date upon which an employee first performs one (1) Hour of Service for the Employer or an Affiliate (without regard to whether such Hour of Service is performed in Recognized Employment or otherwise).

1.1.13. Enrollment Date — (i) the first day of each calendar month of the Plan Year, and (ii) such other dates as the Committee may by rule establish from time to time for the commencement of retirement savings under Section 2.3.

1.1.14. ERISA — the Employee Retirement Income Security Act of 1974, including applicable regulations for the specified section of ERISA. Any reference in this Plan Statement to a section of ERISA, including the applicable regulation, shall be considered also to mean and refer to any subsequent amendment or replacement of that section or regulation.

1.1.15. Event of Maturity — any of the occurrences described in Section 6 by reason of which a Participant or Beneficiary may become entitled to a distribution from the Plan.

1.1.16. Fund — the assets of the Plan held by the Trustee from time to time, including all contributions and the investments and reinvestments, earnings and profits thereon.

1.1.17. Highly Compensated Employee — any employee who (a) is a five percent (5%) owner (as defined in Appendix B) at any time during the current Plan Year or the preceding Plan Year, or (b) receives compensation from the Employer and all Affiliates during the preceding Plan Year in excess of Ninety Thousand Dollars ($90,000) (as adjusted under the Code for cost-of-living increases). For this purpose, “compensation” means compensation as defined in section 415(c)(3) of the Code. Compensation for any employee who performed services for only part of a year is not annualized for this purpose.

1.1.18. Hour of Service (for Vesting Service) — each hour for which the employee is paid, or entitled to payment, for the performance of duties for the Employer or an Affiliate and each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer or an Affiliate. These hours shall be credited to the employee for the period or periods in which the duties are performed.

1.1.19. Hour of Service (for Eligibility) — for purposes of determining Eligibility Service under Section 1.1.10 and whether a Participant shall be an Eligible Participant for a Plan Year under Section 3.5, a measure of an employee’s service with the Employer and all Affiliates, determined for a given computation period and equal to the number of hours credited to the employee according to the following rules:

(a) Paid Duty. An Hour of Service shall be credited for each hour for which the employee is paid, or entitled to payment, for the performance of duties for the Employer or an Affiliate. These hours shall be credited to the employee for the computation period or periods in which the duties are performed.

(b) Paid Nonduty. An Hour of Service shall be credited for each hour for which the employee is paid, or entitled to payment, by the Employer or an Affiliate on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence; provided, however, that:

(i) no more than five hundred one (501) Hours of Service shall be credited on account of a single continuous period during which the employee performs no duties (whether or not such period occurs in a single computation period),

(ii) no Hours of Service shall be credited on account of payments made under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws,

(iii) no Hours of Service shall be credited on account of payments which solely reimburse the employee for medical or medically related expenses incurred by the employee, and

(iv) payments shall be deemed made by or due from the Employer or an Affiliate whether made directly or indirectly from a trust fund or an insurer to which the Employer or an Affiliate contributes or pays premiums.

These hours shall be credited to the employee for the computation period for which payment is made or, if the payment is not computed by reference to units of time, the hours shall be credited to the first computation period in which the event, for which any part of the payment is made, occurred.

(c) Back Pay. An Hour of Service shall be credited for each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer or an Affiliate. The same Hours of Service credited under paragraph (a) or (b) shall not be credited under this paragraph (c). The crediting of Hours of Service under this paragraph (c) for periods and payments described in paragraph (b) shall be subject to all the limitations of that paragraph. These hours shall be credited to the employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

(d) Unpaid Absences. Leaves of Absence. If (and to the extent that) the Committee so provides in rules, during each unpaid leave of absence authorized by the Employer or an Affiliate for Plan purposes under such rules, the employee shall be credited with the number of Hours of Service which otherwise would normally have been credited to such employee but for such absence; provided, however, that if the employee does not return to employment for any reason other than death, Disability or attainment of Normal Retirement Age at the expiration of the leave of absence, such Hours of Service shall not be credited.

(e) Special Rules. For periods prior to January 1, 2000, Hours of Service may be determined using whatever records are reasonably accessible and by making whatever calculations are necessary to determine the approximate number of Hours of Service completed during such prior period. To the extent not inconsistent with other provisions hereof, Department of Labor regulations 29 C.F.R. § 2530.200b-2(b) and (c) are hereby incorporated by reference herein. To the extent required under section 414 of the Code, services of leased owners, leased managers, shared employees, shared leased employees and other similar classifications (excluding Leased Employees) for the Employer or an Affiliate shall be taken into account as if such services were performed as a common law employee of the Employer for the purposes of determining Eligibility Service. For purposes of the Plan, application of the leased employee rules under section 414(n) of the Code shall be subject to the following: (i) ”contingent services” shall mean services performed by a person for the Employer or an Affiliate during the period the person has not performed the services on a substantially full time basis for a period of at least twelve (12) consecutive months, (ii) except as provided in (iii), contingent services shall not be taken into account for purposes of determining Eligibility Service, (iii) contingent services performed by a person who has become a Leased Employee shall be taken into account for purposes of determining Eligibility Service, and (iv) all service performed as a Leased Employee (i.e, all service following the date an individual has satisfied all three requirements for becoming a Leased Employee) shall be taken into account for purposes of determining Eligibility Service.

(f) Equivalency for Exempt Employees. Notwithstanding anything to the contrary in the foregoing, the Hours of Service for any employee for whom the Employer or an Affiliate is not otherwise required by state or federal “wage and hour” or other law to count hours worked shall be credited on the basis that, without regard to the employee’s actual hours, such employee shall be credited with one hundred ninety (190) Hours of Service for a calendar month if, under the provisions of this Section (other than this paragraph), such employee would be credited with at least one (1) Hour of Service during that calendar month.

1.1.20. Investment Manager — the person or persons, other than the Trustee, appointed pursuant to the Trust Agreement to manage all or a portion of the Fund or any Subfund.

1.1.21. Leased Employee — any individual (other than an employee of the Employer or an Affiliate) who performs services for the Employer or an Affiliate if (i) services are performed under an agreement between the Employer or an Affiliate and an individual or company, (ii) the individual performs services for the Employer or an Affiliate on a substantially full time basis for a period of at least twelve (12) consecutive months, and (iii) the individual’s services are performed under the primary direction or control of the Employer or an Affiliate. In determining whether an individual is a Leased Employee of the Employer or an Affiliate, all prior service with the Employer or an Affiliate (including employment as a common law employee) shall be used for purposes of satisfying (ii) above. No individual shall be considered a Leased Employee unless and until all conditions have been satisfied.

1.1.22. Normal Retirement Age — the date a Participant attains age sixty-five (65) years.

1.1.23. One-Year Break in Service — a Plan Year for which an employee is not credited with more than five hundred (500) Hours of Service. (A One-Year Break in Service shall be deemed to occur only on the last day of such Plan Year.)

1.1.24. Participant — an employee of the Employer who becomes a Participant in the Plan in accordance with the provisions of Section 2. An employee who has become a Participant shall be considered to continue as a Participant in the Plan until the date of the Participant's death or, if earlier, the date when the Participant is no longer employed in Recognized Employment and upon which the Participant no longer has any Account under the Plan (that is, the Participant has both received a distribution of all of the Participant's Vested Total Account, if any, and the non-Vested portion of the Participant's Total Account, if any, has been forfeited and disposed of as provided in Section 6.2). An employee who has not become a Participant in the Plan in accordance with the provisions of Section 2 and who makes a rollover contribution to the Plan in accordance with the provisions of Section 3 shall be considered a Participant solely for the purpose of making the rollover contribution and receiving a distribution upon an Event of Maturity in accordance with the provisions of Section 7.

1.1.25. Period of Service — a measure of an employee's employment with the Employer and all Affiliates which is equal to the period commencing on the employee's Employment Commencement Date or Reemployment Commencement Date, whichever is applicable, and ending on the next following Severance from Service Date; provided, however:

(a) Aggregation. Unless some or all of an employee's service may be disregarded pursuant to other rules of this Plan Statement, all discontinuous Periods of Service shall be aggregated in determining the total of an employee's Period of Service. A Period of Service shall be stated in years and days and when aggregating discontinuous periods of less than one (1) year, three hundred sixty-five (365) days shall equal one (1) year.

(b) Service Spanning No. 1. If an employee quits, is discharged or retires from service with the Employer and all Affiliates and performs an Hour of Service within the twelve (12) months following the Severance from Service Date, that Period of Severance shall be deemed to be a Period of Service.

(c) Service Spanning No. 2. If an employee severs from service by reason of a quit, a discharge or retirement during the first twelve (12) months of an absence from service for any reason other than a quit, a discharge, retirement or death, and then performs an Hour of Service within the twelve (12) months following the date on which the employee was first absent from service, the Period of Severance shall be deemed to be a Period of Service.

(d) Special Rules. To the extent required under section 414 of the Code, services of leased owners, leased managers, shared employees, shared leased employees and other similar classifications (excluding Leased Employees) for the Employer or an Affiliate shall be taken into account as if such services were performed as a common law employee of the Employer for the purposes of determining Vesting Service. For purposes of the Plan, application of the leased employee rules under section 414(n) of the Code shall be subject to the following: (i) ”contingent services” shall mean services performed by a person for the Employer or an Affiliate during the period the person has not performed the services on a substantially full time basis for a period of at least twelve (12) consecutive months, (ii) except as provided in (iii) contingent services shall not be taken into account for purposes of determining Vesting Service, (iii) contingent services performed by a person who has become a Leased Employee shall be taken into account for purposes of determining Vesting Service, and (iv) all service performed as a Leased Employee (i.e, all service following the date an individual has satisfied all three requirements for becoming a Leased Employee) shall be taken into account for purposes of determining Vesting Service.

1.1.26. Period of Severance — the period of time commencing on an employee’s Severance from Service Date and ending on the date on which that employee next again performs an Hour of Service for the Employer or for an Affiliate (without regard to whether such Hour of Service is performed in Recognized Employment or otherwise). A Period of Severance shall be stated in years and days.

Notwithstanding the foregoing, for the limited purpose of determining the length of a Period of Severance, the Severance from Service Date for an employee shall be advanced during any period of an absence from work (which began after December 31, 1984) due to the pregnancy of the employee, the birth of a child of the employee, the placement of a child with the employee in connection with the adoption of such child by the employee, or for the purpose of caring for such child for a period beginning immediately following such birth or placement. In no event, however, shall the Severance from Service Date be advanced under the foregoing sentence to a date that is later than the last day of the calendar month which is two (2) years after the first of such absence. This adjustment in the Severance from Service Date shall not be made until the employee furnishes timely information which may be reasonably required by the Committee to establish that the absence from work is for a reason for which this adjustment will be made.

1.1.27. Plan — the tax-qualified plan of the Employer established for the benefit of employees eligible to participate therein, as first set forth in the Prior Plan Statement and as amended and restated in this Plan Statement. (As used herein, “Plan” refers to the legal entity established by the Employer and not to the documents pursuant to which the Plan is maintained. Those documents are referred to herein as the “Prior Plan Statement” and the “Plan Statement.”) The Plan shall be referred to as the “ENTEGRIS, INC. 401(k) SAVINGS AND PROFIT SHARING PLAN.” This Plan is intended to be a tax-qualified profit sharing plan with a cash or deferred arrangement; provided, however, that the Entegris Stock Subfund is intended to be a tax-qualified stock bonus and employee stock ownership plan under sections 401(a)(and 4975(e)(7) of the Code and 407(d)(6) of ERISA (see Section 12.10).

1.1.28. Plan Statement — this document entitled “ENTEGRIS, INC. 401(k) SAVINGS AND PROFIT SHARING PLAN (2005 Restatement)” as adopted by the Principal Sponsor generally effective as of August 5, 2005, as the same may be amended from time to time.

1.1.29. Plan Year — the twelve (12) consecutive month period ending on any December 31.

1.1.30. Prior Plan Statement — the document pursuant to which the Plan was established effective as of January 1, 2000, and operated thereafter until August 5, 2005, the effective date of this Plan Statement.

1.1.31. Principal Sponsor — Entegris, Inc., a Minnesota corporation.

1.1.32. Recognized Compensation — wages within the meaning of section 3401(a) of the Code for purposes of federal income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code) and paid to the Participant by the Employer for the applicable period; subject, however, to the following:

(a) Included Items. In determining a Participant’s Recognized Compensation there shall be included elective contributions made by the Employer on behalf of the Participant that are not includible in gross income under sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b), 414(h)(2) and 457 of the Code including elective contributions authorized by the Participant under a Retirement Savings Election, a cafeteria plan or any other qualified cash or deferred arrangement under section 401(k) of the Code.

(b) Excluded Items. In determining a Participant’s Recognized Compensation there shall be excluded all of the following: (i) reimbursements or other expense allowances (including all living and other expenses paid on account of the Participant being on foreign assignment), (ii) welfare and fringe benefits (both cash and noncash) including third-party sick pay (i.e., short-term and long-term disability insurance benefits), income imputed from insurance coverages and premiums, employee discounts and other similar amounts, payments for vacation or sick leave accrued but not taken, final payments on account of termination of employment (i.e., severance payments), except that final payments on account of settlement for accrued but unused paid time off shall be taken into account in determining a Participant's Recognized Compensation, (iii) moving expenses, (iv) deferred compensation (both when deferred and when received), and (v) the value of a qualified or a non-qualified stock option granted to a Participant by the Employer to the extent such value is includable in the Participant's taxable income.

(c) Pre-Participation Employment. Remuneration paid by the Employer attributable to periods prior to the date the Participant became a Participant in the Plan shall not be taken into account in determining the Participant's Recognized Compensation.

(d) Non-Recognized Employment. Remuneration paid by the Employer for employment that is not Recognized Employment shall not be taken into account in determining a Participant's Recognized Compensation.

(e) Attribution to Periods. A Participant's Recognized Compensation shall be considered attributable to the period in which it is actually paid and not when earned or accrued.

(f) Excluded Periods. Amounts received after the Participant's termination of employment shall not be taken into account in determining a Participant's Recognized Compensation.

(g) Multiple Employers. If a Participant is employed by more than one Employer in a Plan Year, a separate amount of Recognized Compensation shall be determined for each Employer.

(h) Annual Maximum. A Participant's Recognized Compensation for a Plan Year shall not exceed the annual compensation limit in effect for that Plan Year under section 401(a)(17) of the Code (as adjusted under the Code for cost-of-living increases).

1.1.33. Recognized Employment — all service with the Employer by persons classified by the Employer as common law employees, excluding, however, service classified by the Employer as:

(a) employment in a unit of employees whose terms and conditions of employment are subject to a collective bargaining agreement between the Employer and a union representing that unit of employees, unless (and to the extent) such collective bargaining agreement provides for the inclusion of those employees in the Plan,

(b) employment of a nonresident alien who is not receiving any earned income from the Employer which constitutes income from sources within the United States,

(c) employment in a division or facility of the Employer which is not in existence on January 1, 2000 (that is, was acquired, established, founded or produced by the liquidation or similar discontinuation of a separate subsidiary after January 1, 2000) unless and until the Committee shall declare such employment to be Recognized Employment,

(d) employment of a United States citizen or a United States resident alien outside the United States unless and until the Committee shall declare such employment to be Recognized Employment,

(e) services of a person who is not a common law employee of the Employer including, without limiting the generality of the foregoing, services of a Leased Employee, leased owner, leased manager, shared employee, shared Leased Employee, temporary worker, independent contractor, contract worker, agency worker, freelance worker or other similar classification,

(f) employment of a Highly Compensated Employee to the extent agreed to in writing by the employee, and

(g) employment as a temporary employee.

The Employer's classification of a person at the time of inclusion or exclusion in Recognized Employment shall be conclusive for the purpose of the foregoing rules. No reclassification of a person's status with the Employer, for any reason, without regard to whether it is initiated by a court, governmental agency or otherwise and without regard to whether or not the Employer agrees to such reclassification, shall result in the person being included in Recognized Employment, either retroactively or prospectively. Notwithstanding anything to the contrary in this provision, however, the Committee may declare that a reclassified person will be included in Recognized Employment, either retroactively or prospectively. Any uncertainty concerning a person's classification shall be resolved by excluding the person from Recognized Employment.

1.1.34. Reemployment Commencement Date — the date upon which an Employee first performs an Hour of Service for the Employer or for an Affiliate following a Period of Severance that is not deemed to be a Period of Service (without regard to whether such Hour of Service is performed in Recognized Employment or otherwise).

1.1.35. Retirement Savings Election — the election made by a Participant as provided in Section 2.3.

1.1.36. Severance from Service Date — the earlier of:

(a) the date upon which an employee quits, is discharged or retires from service with the Employer and all Affiliates, or dies; or

(b) the date which is the first anniversary of the first day of a period in which an employee remains continuously absent from service (with or without pay) with the Employer and all Affiliates for any reason other than a quit, a discharge, retirement or death, such as vacation, holiday, sickness, disability, leave of absence or layoff.

1.1.37. Subfund — a separate pool of assets of the Fund set aside for investment purposes under Section 4.1.

1.1.38. Trust Agreement — the separate document entitled “T. Rowe Price Trust Company Qualified Plan Trust Agreement” entered into by and between the Principal Sponsor and the Trustee effective as of January 1, 2000, as may be amended from time to time.

1.1.39. Trustee — the Trustee originally named in the Trust Agreement and its successor or successors in trust.

1.1.40. Valuation Date — any date that the New York Stock Exchange is open and conducting business.

1.1.41. Vested — nonforfeitable.

1.1.42. Vesting Service — a measure of an employee’s employment with the Employer and all Affiliates which is equal to the employee’s Period of Service; subject, however, to the following rules:

(a) Period of Service. Except as provided below, an employee’s Vesting Service as of any date shall be equal to the employee’s Period of Service determined as of that same date.

(b) Vesting in Pre-Five Year Severance Accounts. If an employee has a five (5) year (or longer) Period of Severance, the employee’s Employer Profit Sharing Account or Pension Account shall be divided into the portion attributable to Employer contributions allocated with respect to employment before such Period of Severance and the portion attributable to Employer contributions allocated with respect to employment after such Period of Severance and employment after such five (5) year (or longer) Period of Severance shall not be taken into account in computing the Vested percentage in the employee’s Employer Profit Sharing Account or Pension Account attributable to Employer contributions allocated with respect to employment before such five (5) year (or longer) Period of Severance.

(c) Vesting in Post-Severance Accounts. If an employee has a Period of Severance and returns thereafter to employment with the Employer or an Affiliate, both employment before and employment after such Period of Severance shall be taken into account in computing the Vested percentage in the employee’s Employer Profit Sharing Account attributable to Employer contributions allocated with respect to employment after such Period of Severance.

1.2. Compliance With Uniformed Services Employment and Reemployment Rights Act of 1994. Effective for veterans rehired on or after December 12, 1994, and notwithstanding any provision of the Plan Statement to the contrary, contributions, benefits or service credits, if any, will be provided in accordance with section 414(u) of the Code.

1.3. Transitional Rules of Interpretation. An individual shall be considered to have attained a given age on the individual's birthday for that age (and not on the day before). The birthday of any individual born on a February 29 shall be deemed to be February 28 in any year that is not a leap year. Notwithstanding any other provision of this Plan Statement or any election or designation made under the Plan, any individual who feloniously and intentionally kills a Participant or Beneficiary shall be deemed for all purposes of this Plan and all elections and designations made under this Plan to have died before such Participant or Beneficiary. A final judgment of conviction of felonious and intentional killing is conclusive for the purposes of this Section. In the absence of a conviction of felonious and intentional killing, the Committee shall determine whether the killing was felonious and intentional for the purposes of this Section. Whenever appropriate, words used herein in the singular may be read in the plural, or words used herein in the plural may be read in the singular; the masculine may include the feminine and the feminine may include the masculine; and the words "hereof," "herein" or "hereunder" or other similar compounds of the word "here" shall mean and refer to this entire Plan Statement and not to any particular paragraph or Section of this Plan Statement unless the context clearly indicates to the contrary. The titles given to the various Sections of this Plan Statement are inserted for convenience of reference only and are not part of this Plan Statement, and they shall not be considered in determining the purpose, meaning or intent of any provision hereof. Any reference in this Plan Statement to a statute or regulation shall be considered also to mean and refer to any subsequent amendment or replacement of that statute or regulation. This document has been executed and delivered in the State of Minnesota and has been drawn in conformity to the laws of that State and shall, except to the extent that federal law is controlling, be construed and enforced in accordance with the laws of the State of Minnesota.

1.4. Transitional Rules. Notwithstanding the general effective date of the Section 1.1.9, the following special effective dates shall apply.

(a) Enrollment Date. Section 1.1.13 of the Plan Statement is effective for the pay date next following August 6, 2005. Prior to such date, Enrollment Date means January 1, April 1, July 1 and October 1.

(b) Change in Eligibility Service Requirement for Employer Matching Contributions. Section 2.1 of Plan Statement is effective for determining eligibility to make elective deferrals and receive matching contribution on or after the pay date next following August 6, 2005. Prior to such date, employees had to complete one year of Eligibility Service before they were eligible to become Participants in the Plan for purposes of receiving matching contributions made pursuant to Section 3.3 of the Plan Statement. In addition, prior to such date, employees were eligible to enroll for elective contributions as of the first day of quarter coincident with or next following the date as of which the employee was employed in

Recognized Employment. Employees in Recognized Employment were eligible to become Participants in the employer matching contribution and employer discretionary profit sharing contribution components of the Plan as of the first day of the quarter coincident with or next following the date as of which the employee completed one year of Eligibility Service, provided such employee was in Recognized Employment at that time.

(c) Increase in Maximum Deferral Percentage. Section 2.4 of the Plan Statement is effective for deferrals withheld from Recognized Compensation paid on or after the pay date next following August 6, 2005. Prior to such pay date, the maximum deferral percentage was twenty-five percent (25%) of Recognized Compensation.

(d) Catch-up Contributions eligible for Matching Contributions. Section 2.6.3(d) of the Plan Statement is effective for all catch-up elective contributions withheld from Recognized Compensation paid on or after the pay date next following August 6, 2005.

(e) Reduction in Small Cashout Amount. Sections 7.1.1(a) and 7.3.1(a) of the Plan Statement and Sections 2.3(a) and 3.2(a) of Appendix E to the Plan Statement are effective for all distribution payable on or after March 28, 2005.

(f) Maximum Number of Loans. Section 7.6.6(j) is effective for loans made on or after August 6, 2005.

1.5. Special Rules for Merged Plans. As of March 1, 2000, the assets of the Empak, Inc. Retirement Savings Plan (the “Empak Plan”) and the Fluoroware, Inc. 401(k) Savings Plan shall become part of the assets of this Plan. Any optional form of distribution or other “section 411(d)(6) protected benefit” (as defined by Treasury Regulations §1.411(d)-4) available as to all or a portion of the transferred assets that is not available under this Plan shall continue to be available but only with respect to the portion of transferred assets to which such protected benefit applies.

SECTION 2
ELIGIBILITY AND PARTICIPATION

2.1. General Eligibility Rule. Each employee shall become a Participant on the first day of the calendar month coincident with or next following the date as of which the employee is employed in Recognized Employment. A Participant whose employment with the Employer terminates and who subsequently is reemployed by the Employer shall reenter the Plan as a Participant on the first day of the calendar month coincident with or next following the date of the Participant's return to Recognized Employment.

2.2. Special Eligibility Rule for Profit Sharing Contributions. Notwithstanding the general eligibility rule in Section 2.1, with respect to discretionary profit sharing contributions made pursuant to Section 3.4 of the Plan Statement, each employee shall become a Participant on the first day of the calendar month coincident with or next following the date as of which the employee has completed one (1) year of Eligibility Service if the employee is then employed in Recognized Employment. If the employee is not then employed in Recognized Employment, the employee shall become a Participant on the first day of the calendar month coincident with or next following the date upon which the employee enters Recognized Employment. A Participant whose employment with the Employer terminates and who subsequently is reemployed by the Employer shall reenter the Plan as a Participant on the first day of the calendar month coincident with or next following the date of the Participant's return to Recognized Employment.

2.3. Enrollment. Each employee who is or will become a Participant as provided in Section 2.1 may enroll for elective contributions by providing a Retirement Savings Election to the Committee prior to the Enrollment Date as of which the employee desires to make it effective. If an employee does not enroll when first eligible to do so, the employee may enroll as of any subsequent business day by providing a Retirement Savings Election to the Committee prior to that Enrollment Date.

The Committee shall have the authority to adopt rules that modify and waive the enrollment procedures set forth in this Section 2 during the year beginning on the Effective Date, to ensure that orderly enrollments might be completed. This authority to modify and waive the enrollment procedures does not authorize the Committee to modify the job classification requirements for participation in the Plan.

2.4. Retirement Savings Election. Subject to the following rules, the Retirement Savings Election of each Participant shall provide for elective contributions through a reduction equal to not less than one percent (1%) nor more than thirty-five percent (35%) of the amount of Recognized Compensation which otherwise would be paid to the Participant by the Employer each payday. Such elective contributions, under the Plan and any other plan of the Employer and Affiliates for that Participant's taxable year shall not exceed the dollar limit in effect for that taxable year under section 402(g) of the Code (as adjusted under the Code and by the Secretary of the Treasury for cost-of-living increases). The Committee may, from time to time under rules, change the minimum and maximum allowable elective contributions. The reductions in earnings for elective contributions elected by the Participant shall be made by the Employer from the Participant's remuneration each payday on and after the Enrollment Date for so long as the

Retirement Savings Election remains in effect. The Committee shall specify the method (including telephonic, electronic or similar methods) of providing or modifying a Retirement Savings Election and all procedures for providing and accepting Retirement Savings Elections and notices, including requirements for advance notice.

2.5. Modifications of Retirement Savings Election. The Retirement Savings Election of a Participant may be modified as follows:

2.5.1. Increase or Decrease. A Participant may, upon giving prior notice to the Committee, modify the Retirement Savings Election to increase or decrease the amount of elective contributions. Such increase or decrease shall be effective as of the first day of the first payroll period for which implementing such increase or decrease is administratively practicable.

2.5.2. Termination of Retirement Savings Election. A Participant who has a Retirement Savings Election in effect may, upon giving prior notice to the Committee, completely terminate the Retirement Savings Election as of the first day of any payroll period for which implementing such termination is administratively practicable. Thereafter, such Participant may provide a new Retirement Savings Election to the Committee if the Participant is employed in Recognized Employment. Such Retirement Savings Election shall be effective as of the first day of the first payroll period for which implementing election is administratively practicable.

2.5.3. Termination of Recognized Employment. The Retirement Savings Election of a Participant who ceases to be employed in Recognized Employment shall be terminated automatically as of the date the Participant ceases to be employed in Recognized Employment. If such Participant returns to Recognized Employment, the Participant may provide a new Retirement Savings Election effective as of the date of the Participant's return to Recognized Employment or as of the first payday on or after any subsequent Enrollment Date.

2.6. Catch-Up Contributions.

2.6.1. Enrollment. Each employee who is a Participant as provided in Section 2.1, who is eligible to make elective contributions under Section 2.4 of this Plan Statement and who will be at least age fifty (50) years on or before the last day of that Plan Year, may enroll for catch-up elective contributions during that Plan Year by making a Catch-Up Election. If an employee does not enroll when first eligible to do so, the employee may enroll later by completing a Catch-Up Election. The Catch-Up Election shall be effective as soon as administratively practicable on or after it is received. The Catch-Up Election shall remain in effect for so long as the Participant is eligible to make elective contributions under Section 2.4 of this Plan Statement. The Committee shall specify the method (including telephonic, electronic or similar methods) of providing or modifying a Catch-Up Election and all procedures for providing and accepting Catch-Up Election and notices, including requirements for advance notice.

2.6.2. Remittance. The reductions in earnings for catch-up elective contributions agreed to by the Participant shall be deducted by the Employer from the Participant's remuneration each payday on and after the date the Catch-Up Election is effective for so long as the Catch-Up Election remains in effect.

(a) Catch-up elective contributions shall be deducted and accounted for separately from other elective contributions.

(b) A Participant's catch-up elective contributions shall be credited to that Participant's Retirement Savings Account.

2.6.3. Limitations and Testing. Except as hereinafter provided for re-characterized catch-up elective contributions and notwithstanding any other provision of this Plan Statement to the contrary, the following rules shall apply to catch-up elective contributions.

(a) Annual Dollar Limit. Catch-up elective contributions shall not be subject to the dollar limitation or percentage limitation on elective contributions in section 402(g)(1) of the Code and Section 2.4 of this Plan Statement but shall be subject to the applicable annual dollar limitation specified in section 414(v) of the Code.

(b) ADP Testing. Catch-up elective contributions shall not be subject to the average deferral percentage test under section 401(k) of the Code.

(c) § 415(c) Annual Addition Limit. Catch-up elective contributions shall not be subject to the limitation on annual additions to the Participant's accounts under section 415(c) of the Code and the Appendix A to this Plan Statement.

(d) Matching. Catch-up elective contributions, whether initially designated under Section 2.6.1 as such or re-characterized to be such under Section 2.6.5, shall be eligible for Employer matching contributions.

2.6.4. Re-characterization (Catch-Up to Regular). To the extent that, apart from catch-up elective contributions, a Participant has failed to make the maximum allowable elective contributions for the Participant's taxable year (e.g., could have made additional elective contributions (i) without exceeding the limit specified in section 402(g) of the Code and Section 2.4 of this Plan Statement, (ii) without exceeding the average deferral percentage test specified in section 401(k) of the Code (if applicable), (iii) without exceeding the limitations on annual additions under section 415(c) of the Code and the Appendix A of this Plan Statement, and (iv) without exceeding any other limit imposed under this Plan), any amounts initially characterized as catch-up elective contributions shall be, as of the last day of the Plan Year, re-characterized as elective contributions (and not catch-up elective contributions). Any amounts re-characterized shall be treated as elective contributions (and not catch-up elective contributions) for all purposes of this Plan.

2.6.5. Reverse Re-characterization (Regular to Catch-Up). To the extent that a Participant, who has a Catch-Up Election under Section 2.6.1 in effect, has failed to make the maximum allowable catch-up contributions for the Participant's taxable year but has made elective contributions that (i) exceed the limit specified in section 402(g) of the Code and Section 2.4 of this Plan Statement, (ii) exceed the average deferral percentage text specified in section 401(k) of the Code (if applicable), (iii) exceed the limitations on annual additions under section 415(c) of the Code and the Appendix A of this Plan Statement, and (iv) exceed any other limit imposed under this Plan, any amount initially characterized as elective contributions (and not as Catch-Up elective contributions) shall be re-characterized as Catch-Up elective contributions. Any amounts re-characterized shall be treated as Catch-Up elective contributions (and not elective contributions) for all purposes of this Plan.

SECTION 3

CONTRIBUTIONS AND ALLOCATION THEREOF

3.1. Employer Contributions.

3.1.1. Source of Employer Contributions. All Employer contributions to the Plan may be made without regard to profits. The Principal Sponsor shall have the sole power and authority to determine Employer contributions except that if the Principal Sponsor so consents, each adopting business entity under Section 9.4 shall be treated as an "Employer" under this Section and, as such, may separately determine the amount of all Employer contributions, and such contributions (and any forfeitures related thereto) shall be allocated only to the accounts of Participants who are employed by that particular Employer.

3.1.2. Limitation. The contribution of the Employer to the Plan for any year, when considered in light of its contribution for that year to all other tax-qualified plans it maintains, shall, in no event, exceed the maximum amount deductible by it for federal income tax purposes as a contribution to a tax-qualified profit sharing plan under section 404 of the Code. Each such contribution to the Plan is conditioned upon its deductibility for such purpose.

3.1.3. Form of Payment. The appropriate contribution of the Employer to the Plan, determined as herein provided, shall be paid to the Trustee and may be paid either in cash or in other assets of any character of a value equal to the amount of the contribution or in any combination of the foregoing ways.

3.2. Retirement Savings Contributions.

3.2.1. Amount. Within the time required by regulations of the United States Department of Labor, the Employer shall contribute to the Trustee for deposit in the Fund the reduction in Recognized Compensation which was elected by each Participant pursuant to a Retirement Savings Election.

3.2.2. Allocation. The portion of this contribution made with respect to each Participant shall be allocated to that Participant's Retirement Savings Account for the Plan Year with respect to which it is made and, for the purposes of Section 4, shall be credited as soon as practicable after it is received by the Trustee.

3.3. Employer Matching Contributions.

3.3.1. Amount and Eligibility. The Employer shall contribute to the Trustee for deposit in the Fund and for crediting to the Participant's Employer Matching Account an amount which will equal one hundred percent (100%) of the amount of the first three percent (3%) and fifty percent (50%) of the amount of the next two percent (2%) of reduction in Recognized Compensation for each pay period which was agreed to by the Participant pursuant to a Retirement Savings Election. Such Employer matching contributions shall be delivered to the Trustee for deposit in the Fund not later than the time prescribed by federal law (including extensions) for filing the federal income tax return of the Employer for the taxable year in which the Plan Year ends.

3.3.2. Matching Contributions Determined on an Annual Basis. If the matching contributions made with respect to any Participant for the Plan Year are less than one hundred percent (100%) of the first three percent (3%) and fifty percent (50%) of the amount of the next two percent (2%) of reduction in Recognized Compensation for such Plan Year, then the Employer shall make an additional matching contribution to the Plan so that the total matching contributions with respect to such Participant for such Plan Year will equal one hundred percent (100%) of the first three percent (3%) and fifty percent (50%) of the amount of the next two percent (2%) of the Participant's reduction in Recognized Compensation for such Plan Year.

3.3.3. Allocation. The Employer matching contribution which is made with respect to a Participant shall be allocated to that Participant's Employer Matching Account for the Plan Year with respect to which it is made and, for the purposes of Section 4, shall be credited as soon as practicable after it is received by the Trustee.

3.4. Discretionary Contributions.

3.4.1. Amount. The Employer may (but shall not be required to) make discretionary contributions from year to year during the continuance of the Plan in such amounts as the Employer shall from time to time determine. Such contributions shall be delivered to the Trustee for deposit in the Fund not later than the time prescribed by federal law (including extensions) for filing the federal income tax return of the Employer for the taxable year in which the Plan Year ends.

3.4.2. Allocation. The Employer discretionary contribution for a Plan Year shall be allocated to the Employer Profit Sharing Accounts of eligible Participants under Section 3.5. The contribution shall be allocated to the Employer Profit Sharing Accounts of eligible Participants in the ratio which the Recognized Compensation of each such eligible Participant for the Plan Year bears to the Recognized Compensation for such Plan Year of all such eligible Participants. The amount so allocated to an eligible Participant shall be allocated to such Participant's Employer Profit Sharing Account for the Plan Year with respect to which it is made and, for the purposes of Section 4, shall be credited as soon as practicable after it is received by the Trustee.

3.4.3. Advance Contributions. If the Employer shall make and designate a discretionary contribution for allocation as of an Annual Valuation Date which is subsequent to the actual date of contribution, then:

(a) such contribution will be segregated for investment purposes by the Trustee from the other assets of the Fund until such subsequent Annual Valuation Date, and

(b) the amount of such segregated contribution (adjusted for gains or losses) shall be allocated as of such Annual Valuation Date as if it were an Employer contribution made in fact on that Annual Valuation Date.

3.5. Eligible Participants. For purposes of Section 3.4, a Participant shall be an eligible Participant for a Plan Year only if such Participant satisfies all of the following requirements in either (a) or (b) below:

(a) the Participant:

  (i) is credited with at least one thousand (1,000) Hours of Service for such Plan Year, and

  (ii) is on the last day of such Plan Year, an employee of the Employer (including for this purpose any Participant who then is on temporary layoff or authorized leave of absence or who, during such Plan Year, was inducted into the Armed Forces of the United States from employment with the Employer); or

(b) the Participant terminates employment with the Employer within the Plan Year by reason of death, retirement at or after the Participant's Normal Retirement Age or Disability.

No other Participant shall be an eligible Participant.

3.6. Adjustments.

3.6.1. Make-Up Contributions for Omitted Participants. If, after the Employer's contribution for a Plan Year has been made and allocated, it should appear that, through oversight or a mistake of fact or law, a Participant (or an employee who should have been considered a Participant) who should have been entitled to share in such contribution received no allocation or received an allocation which was less than the Participant should have received, the Committee may, at its election, and in lieu of reallocating such contribution, direct the Employer to make a special make-up contribution (or direct that forfeitures be used) for the Account of such Participant in an amount adequate to provide the same addition to the Participant's Account for such Plan Year as the Participant should have received.

3.6.2. Mistaken Contributions. If, after the Employer's contribution for a Plan Year has been made and allocated, it should appear that, through oversight or a mistake of fact or law, a Participant (or an individual who was not a Participant) received an allocation which was more than the Participant should have received, the Committee may direct that the mistaken contribution, adjusted for its pro rata share of any net loss or net gain in the value of the Fund which accrued while such mistaken contribution was held therein, shall be withdrawn from the Account of such individual and retained in the Fund and used to reduce the amount of the next succeeding contribution of the Employer to the Fund due after the determination that such mistaken contribution had occurred.

3.7. Rollover Contributions.

3.7.1. Contingent Provision. The provisions of this Rollover Contributions Section shall be subject to such conditions and limitations as the Committee may prescribe from time to time for administrative convenience and to preserve the tax-qualified status of the Plan.

3.7.2. Eligible Contributions. Each employee in Recognized Employment may contribute to the Plan, in such form and manner as may be prescribed by the Committee in accordance with those provisions of federal law relating to rollover contributions, cash (or the cash proceeds from distributed property) received by the employee in Recognized Employment in an eligible rollover distribution. The permitted sources for an eligible rollover distribution include: (i) an eligible retirement plan that is a tax-qualified retirement plan under section 401(a), (ii) a plan described in sections 403(a) or 403(b) of the Code, (iii) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, and (iv) an individual retirement account or annuity described in sections 408(a) or 408(b) of the Code. Although a source may be included on the foregoing list, the Committee may refuse to accept an eligible rollover distribution from a particular plan or individual retirement account or annuity. Also, the Committee may establish rules and conditions regarding the acceptance of direct rollovers under section 401(a)(31) of the Code from trustees or custodians of other qualified pension, profit sharing or stock bonus plans. The Plan will not accept a rollover contribution of after-tax employee contributions.

3.7.3. Specific Review. The Committee shall have the right to reject, or to direct the Trustee to return, any such rollover contribution if, in the opinion of the Committee, the acceptance thereof might jeopardize the tax-qualified status of the Plan or unduly complicate its administration, but the acceptance of any such rollover contribution shall not be regarded as an opinion or guarantee on the part of the Employer, the Committee, the Trustee or the Plan as to the tax consequences which may result to the contributing Participant thereby.

3.7.4. Allocation. The rollover contribution made by an employee in Recognized Employment to the Plan shall be allocated to the Participant’s Rollover Account and, for the purposes of Section 4, shall be credited as soon as practicable after it is received by the Trustee.

3.8. Limitation on Annual Additions. In no event shall amounts be allocated to the Account of any Participant if, or to the extent, such amounts would exceed the limitations set forth in Appendix A to this Plan Statement.

3.9. Effect of Disallowance of Deduction or Mistake of Fact. All Employer contributions to the Plan are conditioned on their qualification for deduction for federal income tax purposes under section 404 of the Code. If any such deduction should be disallowed, in whole or in part, for any Employer contribution to the Plan for any year, or if any Employer contribution to the Plan is made by reason of a mistake of fact, then there shall be calculated the excess of the amount contributed over the amount that would have been contributed had there not occurred a mistake in determining the deduction or a mistake of fact. The Principal Sponsor shall direct the Trustee to return such excess, adjusted for its pro rata share of any net loss (but not any net gain) in the value of the Fund which accrued while such excess was held therein, to the Employer within one (1) year of the disallowance of the deduction or the mistaken payment of the contribution, as the case may be. If the return of such amount would cause the balance of any Account of any Participant to be reduced to less than the balance which would have been in such Account had the mistaken amount not been contributed, however, the amount to be returned to the Employer shall be limited so as to avoid such reduction.

SECTION 4

INVESTMENT AND ADJUSTMENT OF ACCOUNTS

4.1. Establishment of Subfunds.

4.1.1. Establishing Commingled Subfunds. At the direction of the Committee, the Fund may be divided into two (2) or more Subfunds, which shall serve as vehicles for the investment of Participants' Accounts. The Committee shall determine the general investment characteristics and objectives of each Subfund and, with respect to each Subfund, shall either (i) designate that an Investment Manager or the Committee has investment discretion over such Subfund, or (ii) designate one or more selected pooled investment vehicles (such as collective funds, group trusts, mutual funds, group annuity contracts and separate accounts under insurance contracts) to constitute such Subfund. The Investment Manager or the Committee, as the case may be, shall have complete investment discretion over each Subfund to which it has been assigned investment discretion, subject only to the general investment characteristics and objectives established for the particular Subfund.

4.1.2. Individual Subfunds. The Committee also may (but is not required to) establish additional Subfunds that consist solely of all or a part of the assets of a single Participant's Total Account, which assets the Participant controls by investment directives to the Trustee and which may not be commingled with the assets of any other Participant's Accounts (e.g., a self-directed brokerage account). In no event, however, shall the Participant be allowed to direct the investment of assets in such individual Subfund in any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage or other similar tangible personal property if the investment in such property shall have been prohibited by the Secretary of the Treasury. Each Participant, each Beneficiary and each Alternate Payee for whom an individually directed Subfund is maintained shall be responsible for the exercise of any voting or similar rights which exist with respect to assets in such individually directed Subfund. Any Beneficiary of a deceased Participant with an individually directed Subfund shall have the responsibility to direct investments for such Subfund until the Beneficiary changes such direction in accordance with applicable Plan procedures.

4.1.3. Operational Rules. The Committee shall adopt rules specifying the circumstances under which a particular Subfund may be elected, or shall be automatically utilized, the minimum or maximum amount or percentage of an Account which may be invested in a particular Subfund, the procedures for making or changing investment elections, the extent (if any) to which Beneficiaries of deceased Participants may make investment elections and the effect of a Participant's or Beneficiary's failure to make an effective election with respect to all or any portion of an Account.

4.1.4. Revising Subfunds. The Committee shall have the power, from time to time, to dissolve Subfunds, to consolidate separate Subfunds, to direct that additional Subfunds be established and, under rules, to withdraw or limit participation in a particular Subfund.

4.1.5. ERISA Section 404(c) Compliance. The Committee may establish investment Subfunds and operational rules which are intended to satisfy section 404(c) of ERISA and the regulations thereunder. Such investment Subfunds shall permit Participants, Beneficiaries and Alternate Payees the opportunity to choose from at least three investment alternatives, each of which is diversified, each of which presents materially different risk and return characteristics, and which, in the aggregate, enable Participants, Beneficiaries and Alternate Payees to achieve a portfolio with appropriate risk and return characteristics consistent with minimizing risk through diversification. Such operational rules shall provide the following, and shall otherwise comply with section 404(c) of ERISA and the regulations and rules promulgated thereunder from time to time:

(a) Participants, Beneficiaries and Alternate Payees may give investment instructions to the Trustee at least once every three months;

(b) the Trustee must follow the investment instructions of Participants, Beneficiaries and Alternate Payees that comply with the Plan's operational rules, provided that the Trustee may in any event decline to follow any investment instructions that are contrary to the Plan or ERISA.

(c) Participants, Beneficiaries and Alternate Payees shall be periodically informed of actual expenses to their Accounts which are imposed by the Plan and which are related to their Plan investment decisions.

(d) With respect to any Subfund consisting of Employer securities and intended to satisfy the requirements of section 404(c) of ERISA, (i) Participants, Beneficiaries and Alternate Payees shall be entitled to all voting, tender and other rights appurtenant to the ownership of such securities, (ii) procedures shall be established to ensure the confidential exercise of such rights, except to the extent necessary to comply with federal and state laws not preempted by ERISA, and (iii) the Committee or other fiduciary designated by the Committee shall ensure the sufficiency of and compliance with such confidentiality procedures.

4.2. Valuation and Adjustment of Accounts.

4.2.1. Valuation of Fund. The Trustee shall value the Fund pursuant to the terms of the Trust Agreement.

4.2.2. Adjustment of Accounts. The Principal Sponsor shall cause the value of each Account or portion of an Account invested in a particular Subfund (including undistributed Total Accounts) to be increased (or decreased) from time to time for distributions, contributions, investment gains (or losses) and expenses charged to the Account.

4.2.3. Rules. The Committee shall establish additional rules for the adjustment of Accounts, including the times when contributions shall be credited under Section 3 for the purposes of allocating gains or losses under this Section 4.

4.3. Investment in Employer Securities.

4.3.1. Entegris Stock Subfund. In addition to the Subfunds created pursuant to Section 4.1, the Trustee shall also maintain at least one Subfund which shall be invested in Employer securities (specifically, "qualifying employer securities" within the meaning of section 407(d)(5) of ERISA) and which shall be known as the Entegris Stock Subfund. The initial balance of the Entegris Stock Subfund shall consist of Employer securities (and such cash, if any) transferred from the Entegris, Inc. Employee Stock Ownership Plan to an ESOP Account under this Plan on or about August 1, 2005. No portion of a Participant's or Beneficiary's Account other than the ESOP Account may be invested in the Entegris Stock Subfund. The primary purpose of the Entegris Stock Subfund is to benefit Participants and Beneficiaries by retaining for them, individually and collectively, a position of equity ownership in the Principal Sponsor and not by producing retirement income or investment gains. The Trustee shall not be permitted to borrow or use the proceeds of any exempt loan (as defined in section 54.4975-7 of the Treasury Regulations) for the purpose of acquiring Employer securities to be held in the Entegris Stock Subfund.

4.3.2. Dividends. Cash dividends, if any, paid on Employer securities in the Entegris Stock Subfund shall be paid to Participants in proportion to their Entegris Stock Subfund balances on the applicable record date. Cash dividends paid on Employer securities may not be reinvested in Employer securities. Distributions of dividend payments shall not be considered distributions under Section 7 or Appendix F.

4.3.3. Diversification Election. Each Participant and Beneficiary will be permitted to sell shares of the Entegris Stock Subfund at any time, in accordance with operational rules established by the Committee (which shall comply with Section 4.1.5(d)) and reinvest all or a portion of the ESOP Account in the other Subfunds established under Section 4.1. That portion of a Participant's ESOP Account which is transferred from the Entegris Stock Subfund to another Subfund cannot be reinvested in the Entegris Stock Subfund. All diversification elections authorized pursuant to this Section 4.3.3 shall be made in accordance with such rules established by the Committee regarding the form of such election, the manner of filing such election (including telephonic, electronic or similar methods) and the information required to be furnished in connection with such election. Notwithstanding the foregoing, in no event shall this Section 4.3.3 be applied to prevent a Participant who has attained age 55 and has, cumulatively, at least 10 years of participation in the Plan and the Entegris, Inc. Employee Stock Ownership Plan, from directing the Plan to transfer investment in the Entegris Stock Subfund into any of at least three (3) investment Subfunds offered by the Plan in accordance with section 401(a)(28)(B) of the Code.

4.3.4. Voting of Employer Securities. The Trustee shall exercise all voting rights with respect to all Employer securities held in the Participant's or Beneficiary's ESOP Account in accordance with instructions from the Participant or Beneficiary. The Committee shall use reasonable procedures to inform Participants and Beneficiaries as to what action will be taken in the absence of the receipt of such affirmative instructions from the Participant or Beneficiary. Each Participant and Beneficiary may direct the Trustee, confidentially, how to vote the Employer securities representing shares allocated to his ESOP Account. Upon timely receipt of direction, the Trustee shall vote all such shares of Employer securities as directed by the Participants and Beneficiaries. Shares for which Participants and Beneficiaries do not timely return proxy cards shall be voted by the Trustee pro rata in proportion to the shares for which instructions were timely received. The combined fractional shares of Participants and Beneficiaries shall be voted to the extent possible to reflect the instructions of the Participant or Beneficiary to whose Account the shares are allocated. By virtue of the procedures set forth in this Section 4.3.4., the Principal Sponsor has determined that Participants and Beneficiaries have the right to vote Employer securities confidentially and the Trustee shall keep such votes confidential.

4.3.5. Tender Offer for Employer Securities. Each Participant and Beneficiary shall have the right to tender Employer securities held in the Participant's or Beneficiary's ESOP Account as set forth in this Section 4.3.5.

(a) Procedures. Upon receipt, the Trustee shall transmit to the Committee all notices of conversion, redemption, tender, exchange, subscription, class action, claim in insolvency proceedings or other rights or powers relating to any Employer security held in the ESOP Account, which notices are received by the Trustee from its agents or custodian, from issuers of securities and from the party (or its agents) extending such rights. The Trustee shall have no obligation to determine the existence of any conversion, redemption, tender, exchange, subscription, class action, claim in insolvency proceedings or other right or power relating to any investments held pursuant to the Trust Agreement. The Trustee shall exercise all tender offer rights with respect to all Employer securities held in the Participant's or Beneficiary's ESOP Account in accordance with instructions from the Participant or Beneficiary. The Committee shall use reasonable procedures to inform Participants and Beneficiaries as to what action will be taken in the absence of the receipt of such affirmative instructions from the Participant or Beneficiary. Each Participant and Beneficiary may direct the Trustee, confidentially, whether or not to tender the Employer securities representing shares allocated to his ESOP Account. Upon timely receipt of direction, the Trustee shall tender all such shares of Employer securities as directed by the Participants and Beneficiaries. On the day that the offer expires, or such earlier date if agreed to by the Trustee and the Committee, the Trustee shall tender that number of shares for which it has received instructions that have not been revoked. Shares for which Participants and Beneficiaries do not timely return tender instructions shall not be tendered by the Trustee.

(b) Confidentiality. Participants and Beneficiaries shall have the right to determine confidentially whether Employer securities will be tendered in a tender or exchange offer.

(c) Proration. If less than all shares tendered by the Trustee are accepted, the shares sold for each Participant or Beneficiary shall be in the same ratio to the number of shares tendered in the ESOP Account as the total number of shares accepted bears to the total number of shares tendered.

(d) Investment. The proceeds from the sale of Employer securities pursuant to this Section 4.3.5 shall be transferred to the ESOP Account of a Participant or Beneficiary and (notwithstanding any other provision in this Section 4.3) shall be invested in accordance with uniform rules of the Committee and shall not be invested in Employer securities.

SECTION 5

VESTING

5.1. Employer Profit Sharing Account and Pension Account.

5.1.1. Graduated Vesting. Except as hereinafter provided, the Vested portion of each Participant's Employer Profit Sharing Account and Pension Account shall be determined in accordance with the following schedule:

When the Participant Has Completed the Following Years of Vesting Service:	**The Vested Portion of the Participant's Employer Profit Sharing Account and Pension Account Will Be:**
Less than 2 years	0%
2 years but less than 3 years	25%
3 years but less than 4 years	50%
4 years but less than 5 years	75%
5 years or more	100%

5.1.2. Full Vesting. Notwithstanding any of the foregoing provisions for vesting of Employer Profit Sharing Accounts and Pension Accounts, the entire Employer Profit Sharing Account and Pension Account of each Participant shall become fully (100%) vested upon the earliest occurrence of any of the following events while in the employment of the Employer or an Affiliate:

(a) the Participant's death,

(b) the Participant's attainment of Normal Retirement Age,

(c) the Participant's Disability,

(d) a partial termination of the Plan which is effective as to the Participant, or

(e) a complete termination of the Plan or a complete discontinuance of Employer contributions hereto.

5.1.3. Full Vesting Upon Plan Termination Before Forfeiture Event. If a Participant is not in the employment of the Employer or an Affiliate upon a complete termination of the Plan or a complete discontinuance of Employer contributions hereto, then the Participant's Employer Profit Sharing Account and Pension Account shall become fully (100%) vested if, on the date of such termination or discontinuance, such Participant has not had a "forfeiture event" as described in Section 6.2.1.

5.1.4. Special Rule for Partial Distributions. If a distribution is made of less than the entire Employer Profit Sharing Account or Pension Account of a Participant who is not then fully (100%) vested, then until the Participant's Employer Profit Sharing Account or Pension

Account becomes fully (100%) vested or until the Participant incurs a Period of Severance of five (5) years, whichever first occurs, the Participant's Vested interest in such Employer Profit Sharing Account or Pension Account at any relevant time shall not be less than an amount ("X") determined by the formula $X = P(B + D) - D$. For the purpose of applying the formula, "P" is the Vested percentage at the relevant time (determined pursuant to Section 5); "B" is the account balance at the relevant time; and "D" is the amount of the distribution.

5.1.5. Effect of Break on Vesting. If a Participant who is not fully (100%) vested incurs a Period of Severance of five (5) years, returns to Recognized Employment and is thereafter eligible for any additional allocation of Employer contributions, the Participant's undistributed Employer Profit Sharing Account or Pension Account, if any, attributable to Employer contributions allocated as of a date before such Period of Severance of five (5) years and the Participant's new Employer Profit Sharing Account attributable to Employer contributions allocated as of a date after such Period of Severance of five (5) years shall be separately maintained for vesting purposes until the Participant is fully (100%) Vested.

5.2. Other Accounts. Each Participant's Retirement Savings Account, Employer Matching Account, ESOP Account, Rollover Account and Transfer Account shall be fully (100%) vested at all times.

SECTION 6

MATURITY

6.1. Events of Maturity. A Participant's Vested Total Account shall mature and shall become distributable in accordance with Section 7 upon the earliest occurrence of any of the following events while in the employment of the Employer or an Affiliate:

(a) the Participant's death,

(b) the Participant's severance from employment, whether voluntary or involuntary,

(c) the attainment of age seventy and one-half (70-1/2) years by a Participant who is a five percent (5%) owner (as defined in Appendix B) at any time during the year in which the Participant attained age seventy and one-half (70-1/2) years and the crediting of any amounts to such a Participant's Account after such time, or

(d) the Participant's Disability;

provided, however, that a transfer from Recognized Employment to employment with the Employer that is other than Recognized Employment or a transfer from the employment of one Employer participating in the Plan to another such Employer or to any Affiliate shall not constitute an Event of Maturity.

6.2. Forfeitures.

6.2.1. Forfeiture of Nonvested Portion of Accounts. Following the occurrence of a Participant's Event of Maturity, the non-Vested portion of the Participant's Employer Profit Sharing Account or Pension Account, if any, shall be forfeited as soon as administratively practicable on or after the Participant's forfeiture event. A forfeiture event shall occur with respect to a Participant upon the earliest of:

(a) a Period of Severance of five (5) years,

(b) the distribution after an Event of Maturity to (or with respect to) a Participant of the entire Vested portion of the Total Account of the Participant,

(c) the death of the Participant at a time and under circumstances which do not entitle the Participant to be fully (100%) Vested in the Participant's Total Account, or

(d) the Event of Maturity of a Participant who has no Vested interest in the Participant's Total Account.

6.2.2. Restoration Upon Rehire After Forfeiture. If the Participant returns to Recognized Employment with the Employer or an Affiliate after the non-Vested portion of the Participant's Employer Profit Sharing Account or Pension Account has been forfeited and before the Participant has incurred a Period of Severance of five (5) years, the amount so forfeited shall be restored to the Participant's Employer Profit Sharing Account or Pension Account as of the Valuation Date coincident with or next following the date the Participant returns (without adjustment for gains or losses after such forfeiture).

6.2.3. Use of Forfeitures. Forfeitures shall be used for the following purposes (and, unless the Committee determines otherwise, in the following order): to make restorations for rehired Participants, to reduce Employer matching contributions, to reduce Employer discretionary contributions, to reduce Plan expenses in the Plan Year in which the Participant's forfeiture event occurred or in the succeeding Plan Year, or to correct errors, omissions and exclusions. To the extent forfeitures are used to reduce Employer matching contributions, they shall be added as soon as administratively practicable to the reduced Employer matching contribution, if any, to be allocated to the Employer Matching Accounts of all Participants, as provided in Section 3.3. To the extent forfeitures are used to reduce Employer discretionary contributions, they shall be added as soon as administratively practicable to the reduced Employer discretionary contribution, if any, to be allocated to the Employer Profit Sharing Accounts of all Participants as provided in Section 3.4. Any forfeitures remaining at the termination of the Plan shall be considered to be a discretionary contribution and shall be allocated pursuant to Section 3.4.

6.2.4. Source of Restoration. The amount necessary to make the restoration required under Section 6.2.2 shall come first from the forfeitures of Participants. If such forfeitures are not adequate for this purpose, the rehiring Employer shall make a contribution adequate to make the restoration (in addition to any contributions made under Section 3).

SECTION 7

DISTRIBUTIONS AND LOANS

7.1. Distributions to Participants Upon Event of Maturity.

7.1.1. Application For Distribution Required. No distribution shall be made from the Plan until the Committee has received an application for distribution from the Participant entitled to receive distribution. The Committee may prescribe rules regarding the form of such application, the method of filing such application (including telephonic, electronic or similar methods) and the information required to be furnished in connection with such application.

(a) Exception for Small Amounts. If a Participant whose Vested Total Account does not exceed One Thousand Dollars ($1,000) incurs an Event of Maturity, then such Vested Total Account shall be distributed automatically in a single lump sum as soon as administratively practicable following such Event of Maturity without an application for distribution. A Participant who has no Vested interest in the Participant’s Total Account as of the Participant’s Event of Maturity shall be deemed to have received an immediate distribution of the Participant’s entire interest in the Plan as of such Event of Maturity.

(b) Exception for Required Distributions. Any Vested Total Account for which no application has been timely received on or before the required beginning date effective as to a Participant under Section 7.1.5 or Section 7.1.6, shall be distributed automatically in a single lump sum without an application for distribution.

7.1.2. Spousal Consent Not Required. The consent of a Participant’s spouse shall not be required to make distributions from the Plan (except for distributions from the Pension Account as set forth in Appendix E to the Plan Statement).

7.1.3. Form of Distribution. The only form of distribution available under this Plan is a lump sum payment (except for distributions from the Pension Account as set forth in Appendix E to the Plan Statement).

7.1.4. Time of Distribution. Upon the receipt of a proper application from the Participant requesting distribution after an Event of Maturity, and after the right of the Participant to receive a distribution has been established, the Committee shall cause the Trustee to determine the value of the Participant’s Vested Total Account and to make distribution of such Vested Total Account in a single lump sum as soon as administratively practicable after the Participant requests a distribution. No distribution, however, shall be made as of a Valuation Date preceding the date the Participant’s application is received by the Committee.

7.1.5. Required Beginning Date for Non-Five Percent (5%) Owners. Notwithstanding the foregoing, distribution to the Participant shall be made not later than the required beginning date, which is the later of (i) the April 1 following the calendar year in which the Participant attains age seventy and one-half (70-1/2) years, or (ii) the April 1 following the calendar year in which the Participant terminates employment.

7.1.6. Required Beginning Date for Five Percent (5%) Owners. Notwithstanding any other provision of this Plan Statement, if the Participant is a five percent (5%) owner (as defined in Appendix B) at any time during the Plan Year in which such Participant attains age seventy and one-half (70-1/2) years, distribution shall not be made later than the required beginning date. The required beginning date for such Participant shall be the April 1 following the calendar year in which the Participant attains age seventy and one-half (70-1/2) years. If any amounts are thereafter credited to such Participant's Accounts, then for purposes of Section 7.1.1(b) each subsequent December 31 shall be treated as a required beginning date.

7.1.7. Effect of Reemployment. If a Participant is reemployed by the Employer or an Affiliate before the Participant attains Normal Retirement Age and before distribution is completed, the Participant's Vested Total Account shall continue to be held in the Fund until the Participant incurs another Event of Maturity after the Participant's reemployment. It is the general intent of this Plan that no distributions shall be made before the Normal Retirement Age of a Participant while the Participant is employed by the Employer or an Affiliate.

7.1.8. Death Prior to Distribution. If a Participant dies after the Participant's Event of Maturity but before distribution of the Participant's Vested Total Account has been completed, the undistributed Vested Total Account shall be distributed to the Participant's Beneficiary as provided in Section 7.3 and Appendix E to the Plan Statement.

7.2. In-Service Distributions and Hardship Distributions.

7.2.1. Age 59-1/2 Distributions. A Participant may receive a distribution while employed from the vested portion of the Accounts listed in (b) below if the Participant has attained age fifty-nine and one-half (59-1/2) years. To receive such a distribution, the Participant must apply to the Committee. In the application, the Participant shall specify the dollar amount to be distributed. Such distribution shall be approved by the Committee and such distribution shall be made in a lump sum cash payment as soon as administratively practicable following the approval of the application by the Committee.

(a) Spousal Consent Not Required. Spousal consent shall not be required to make an age 59-1/2 distribution to a married Participant.

(b) Sequence of Accounts. Each distribution made pursuant to this Section 7.2. shall first be taken from and charged to the Participant's Accounts in the following sequence:

Rollover Account
Transfer Account
Employer Matching Account
Employer Profit Sharing Account
Retirement Savings Account.

(c) Coordination with Section 4.1. If a distribution is made from an Account which is invested in more than one (1) Subfund authorized and established under Section 4.1, the amount distributed shall be charged to each Subfund in the same proportions as the Account is invested in each Subfund.

7.2.2. Hardship Distributions. A Participant may receive a hardship distribution while employed from the Vested portion of the Accounts listed in (e) below if the Committee determines that such hardship distribution is for one of the purposes described in (a) below and the conditions in (b) and (d) below have been fulfilled. To receive such a distribution, the Participant must apply to the Committee. In the application, the Participant shall specify the dollar amount to be distributed. Such hardship distribution shall be approved by the Committee and such hardship distribution shall be made in a lump sum cash payment as soon as administratively practicable following the approval of the application by the Committee.

(a) Purposes. Hardship distributions shall be allowed under Section 7.2.2 only if the Participant establishes that the hardship distribution is to be made for one of the following purposes:

(i) expenses for medical care described in section 213(d) of the Code previously incurred by the Participant, the Participant’s spouse or any dependents of the Participant (as defined in section 152 of the Code) or necessary for these persons to obtain medical care described in section 213(d) of the Code,

(ii) costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments),

(iii) payment of tuition, related educational fees and room and board expenses for the next twelve (12) months of post-secondary education for the Participant, or the Participant’s spouse, children or dependents (as defined in section 152 of the Code), or

(iv) payments necessary to prevent the eviction of the Participant from the Participant’s principal residence or foreclosure on the mortgage of that principal residence.

Such purposes shall be considered to be an immediate and heavy financial need of the Participant.

(b) Limitations. In no event shall the cumulative amount of hardship distributions withdrawn from a Participant’s Retirement Savings Account exceed the amount of contributions to that Account made pursuant to Section 3.2 (i.e., hardship distributions from that Account shall not include any earnings on such contributions or any qualified nonelective contributions (as defined under section 401(m)(4)(C)) or earnings on such qualified nonelective contributions. The amount of the hardship distribution shall not exceed the amount of the Participant's immediate and heavy financial need; provided, however, that the amount of the immediate and heavy financial need may include amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. In addition, a hardship distribution which includes a portion of the Participant's Retirement Savings Account shall not be allowed unless the Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans (at the time of the loan) currently available under all plans maintained by the Employer and Affiliates. Other funds are not currently available unless the funds are available prior to or coincidently with the date the hardship distribution is available.

(c) Spousal Consent Not Required. Spousal consent shall not be required to make a hardship distribution to a married Participant.

(d) Coordination with Other Plans. The rules described in this Section 7.2.2(d) apply only if the hardship distribution includes a portion of the Participant's Retirement Savings Account. The Participant's Retirement Savings Election and elective contributions and employee contributions under all other plans maintained by the Employer and Affiliates shall be canceled for six (6) months after receipt of a hardship distribution and shall not be automatically reinstated. Thereafter, the Participant may, upon giving prior notice to the Committee, enter into a new Retirement Savings Election effective as of any subsequent Enrollment Date following such six (6) month period, provided the Participant is in Recognized Employment on that date. For the purposes of this Section 7.2.2(d), all other plans maintained by the Employer and Affiliates shall mean all qualified and nonqualified plans of deferred compensation maintained by the Employer and Affiliates (including stock option, stock purchase or similar plans).

(e) Sequence of Accounts. Each hardship distribution made pursuant to this Section 7.2.2 shall first be taken from and charged to the Participant's Accounts in the following sequence:

Rollover Account
Employer Profit Sharing Account
Retirement Savings Account.

(f) Coordination with Section 4.1. If the hardship distribution is made from a Retirement Savings Account which is invested in more than one (1) Subfund authorized and established under Section 4.1, the amount withdrawn shall be charged to each Subfund in the same proportions as the Retirement Savings Account is invested in each Subfund.

7.3. Distributions to Beneficiary.

7.3.1. Application For Distribution Required. No distribution shall be made from the Plan until the Committee has received an application for distribution from the Beneficiary of a Participant entitled to receive distribution. The Committee may prescribe rules regarding the form of such application, the method of filing such application (including telephonic, electronic or similar methods) and the information required to be furnished in connection with such application.

(a) Exception for Small Amounts. Upon the death of a Participant whose Vested Total Account does not exceed One Thousand Dollars ($1,000), such Participant's Vested Total Account shall be distributed to the Beneficiary in a single lump sum as soon as administratively practicable following such Participant's death without an application for distribution.

(b) Exception for Required Distributions. Any Vested Total Account for which no application has been timely received on or before the required beginning date effective as to a Beneficiary under Section 7.3.4, shall be distributed automatically in a single lump sum without an application for distribution.

7.3.2. Form of Distribution. The only form of distribution available under this Plan is a lump sum payment.

7.3.3. Time of Distribution. Upon the receipt of a proper application for distribution from the Beneficiary after the Participant's death, and after the right of the Beneficiary to receive a distribution has been established, the Committee shall cause the Trustee to determine the value of the Participant's Vested Total Account and to make distribution of such Vested Total Account in a single lump sum as soon as administratively practicable after the Beneficiary requests a distribution. No distribution, however, shall be made as of a Valuation Date preceding the date the Beneficiary's application is received by the Committee.

7.3.4. Required Beginning Date. Notwithstanding any other provision of this Plan Statement, distribution to the Beneficiary of a Participant shall be made not later than the required beginning date, which is the December 31 of the calendar year in which occurs the fifth (5th) anniversary of the Participant's death.

7.4. Designation of Beneficiaries.

7.4.1. Right To Designate. Each Participant may designate, upon forms to be furnished by and filed with the Committee, one or more primary Beneficiaries or alternative Beneficiaries to receive all or a specified part of the Participant's Vested Total Account in the event of the Participant's death. The Participant may change or revoke any such designation from time to time without notice to or consent from any Beneficiary or spouse. No such designation, change or revocation shall be effective unless executed by the Participant and received by the Committee during the Participant's lifetime.

7.4.2. Spousal Consent. Notwithstanding the foregoing, a designation will not be valid for the purpose of paying benefits from the Plan to anyone other than a surviving spouse of the Participant (if there is a surviving spouse) unless that surviving spouse consents in writing to the designation of another person as Beneficiary. To be valid, the consent of such spouse must be in writing, must acknowledge the effect of the designation of the Beneficiary and must be witnessed by a notary public. The consent of the spouse must be to the designation of a specific named Beneficiary which may not be changed without further spousal consent, or alternatively, the consent of the spouse must expressly permit the Participant to make and to change the designation of Beneficiaries without any requirement of further spousal consent. The consent of the spouse to a Beneficiary is a waiver of the spouse's rights to death benefits under the Plan. The consent of the surviving spouse need not be given at the time the designation is made. The consent of the surviving spouse need not be given before the death of the Participant. The consent of the surviving spouse will be required, however, before benefits can be paid to any person other than the surviving spouse. The consent of a spouse shall be irrevocable and shall be effective only with respect to that spouse.

7.4.3. Failure of Designation. If a Participant:

(a) fails to designate a Beneficiary,

(b) designates a Beneficiary and thereafter such designation is revoked without another Beneficiary being named, or

(c) designates one or more Beneficiaries and all such Beneficiaries so designated fail to survive the Participant,

such Participant's Vested Total Account, or the part thereof as to which such Participant's designation fails, as the case may be, shall be payable to the first class of the following classes of automatic Beneficiaries with a member surviving the Participant and (except in the case of the Participant's surviving issue) in equal shares if there is more than one member in such class surviving the Participant:

Participant's surviving spouse
Participant's surviving issue per stirpes and not per capita
Participant's surviving parents
Participant's surviving brothers and sisters
Representative of Participant's estate.

7.4.4. Disclaimers by Beneficiaries. A Beneficiary entitled to a distribution of all or a portion of a deceased Participant's Vested Total Account may disclaim his or her interest therein subject to the following requirements. To be eligible to disclaim, a Beneficiary must be a natural person, must not have received a distribution of all or any portion of a Vested Total Account at the time such disclaimer is executed and delivered, and must have attained at least age twenty-one (21) years as of the date of the Participant's death. Any disclaimer must be in writing and must be executed personally by the Beneficiary before a notary public. A disclaimer shall state that the Beneficiary's entire interest in the undistributed Vested Total Account is disclaimed or shall specify what portion thereof is disclaimed. To be effective, duplicate original executed copies of the disclaimer must be both executed and actually delivered to both the Committee and to the Trustee after the date of the Participant's death but not later than nine (9) months after the date of the Participant's death. A disclaimer shall be irrevocable when delivered to both the Committee and the Trustee. A disclaimer shall be considered to be delivered to the Committee or the Trustee only when actually received by the Committee or the Trustee (and in the case of a corporate Trustee, shall be considered to be delivered only when actually received by a trust officer familiar with the affairs of the Plan). The Committee (and not the Trustee) shall be the sole judge of the content, interpretation and validity of a purported disclaimer. Upon the filing of a valid disclaimer, the Beneficiary shall be considered not to have survived the Participant as to the interest disclaimed. A disclaimer by a Beneficiary shall not be considered to be a transfer of an interest in violation of the provisions of Section 8 and shall not be considered to be an assignment or alienation of benefits in violation of federal law prohibiting the assignment or alienation of benefits under this Plan. No other form of attempted disclaimer shall be recognized by either the Committee or the Trustee.

7.4.5. Definitions. When used herein and, unless the Participant has otherwise specified in the Participant's Beneficiary designation, when used in a Beneficiary designation, "issue" means all persons who are lineal descendants of the person whose issue are referred to, subject to the following:

(a) a legally adopted child and the adopted child's lineal descendants always shall be lineal descendants of each adoptive parent (and of each adoptive parent's lineal ancestors);

(b) a legally adopted child and the adopted child's lineal descendants never shall be lineal descendants of any former parent whose parental rights were terminated by the adoption (or of that former parent's lineal ancestors); except that if, after a child's parent has died, the child is legally adopted by a stepparent who is the spouse of the child's surviving parent, the child and the child's lineal descendants shall remain lineal descendants of the deceased parent (and the deceased parent's lineal ancestors);

(c) if the person (or a lineal descendant of the person) whose issue are referred to is the parent of a child (or is treated as such under applicable law) but never received the child into that parent's home and never openly held out the child as that parent's child (unless doing so was precluded solely by death), then neither the child nor the child's lineal descendants shall be issue of the person.

"Child" means an issue of the first generation; "per stirpes" means in equal shares among living children of the person whose issue are referred to and the issue (taken collectively) of each deceased child of such person, with such issue taking by right of representation of such deceased child; and "survive" and "surviving" mean living after the death of the Participant.

7.4.6. Special Rules. Unless the Participant has otherwise specified in the Participant's Beneficiary designation, the following rules shall apply:

(a) If there is not sufficient evidence that a Beneficiary was living at the time of the death of the Participant, it shall be deemed that the Beneficiary was not living at the time of the death of the Participant.

(b) The automatic Beneficiaries specified in Section 7.4.3 and the Beneficiaries designated by the Participant shall become fixed at the time of the Participant's death so that, if a Beneficiary survives the Participant but dies before the receipt of all payments due such Beneficiary hereunder, such remaining payments shall be payable to the representative of such Beneficiary's estate.

(c) If the Participant designates as a Beneficiary the person who is the Participant's spouse on the date of the designation, either by name or by relationship, or both, the dissolution, annulment or other legal termination of the marriage between the Participant and such person shall automatically revoke such designation. (The foregoing shall not prevent the Participant from designating a former spouse as a Beneficiary on a form executed by the Participant and received by the Committee after the date of the legal termination of the marriage between the Participant and such former spouse, and during the Participant's lifetime.)

(d) Any designation of a nonspouse Beneficiary by name that is accompanied by a description of relationship to the Participant shall be given effect without regard to whether the relationship to the Participant exists either then or at the Participant's death.

(e) Any designation of a Beneficiary only by statement of relationship to the Participant shall be effective only to designate the person or persons standing in such relationship to the Participant at the Participant's death.

A Beneficiary designation is permanently void if it either is executed or is filed by a Participant who, at the time of such execution or filing, is then a minor under the law of the state of the Participant's legal residence. The Committee (and not the Trustee) shall be the sole judge of the content, interpretation and validity of a purported Beneficiary designation.

7.5. General Distribution Rules.

7.5.1. Notices. The Committee will issue such notices as may be required under sections 402(f), 411(a)(11) and other sections of the Code in connection with distributions from the Plan. No distribution will be made unless it is consistent with such notice requirements. Generally, distributions may not commence as of a date that is more than ninety (90) days or less than thirty (30) days after such notices are given to the Participant. Distribution may commence less than thirty (30) days after the notice required under section 1.411(a)-11(c) of the income tax regulations or the notice required under section 1.402(f)-1 of the income tax regulations is given, provided however, that:

(a) the Committee clearly informs the distributee that the distributee has a right to a period of at least thirty (30) days after receiving such notices to consider whether or not to elect distribution;

(b) the distributee, after receiving the notice, affirmatively elects a distribution; and

(c) the distributee may revoke an affirmative distribution election by notifying the Committee of such revocation prior to the date as of which such distribution is to be made.

7.5.2. Direct Rollover. A distributee who is eligible to elect a direct rollover may elect, at the time and in the manner prescribed by the Committee, to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. A distributee who is eligible to elect a direct rollover includes only a Participant, a Beneficiary who is the surviving spouse of a Participant and a Participant's spouse or former spouse who is the Alternate Payee under a qualified domestic relations order, as defined in Appendix C.

(a) Eligible rollover distribution means any distribution of all or any portion of a Vested Total Account to a distributee who is eligible to elect a direct rollover except (i) any distribution that is one of a series of substantially equal installments payable monthly, quarterly or annually over a period of time not extending beyond the remaining life expectancy of such distributee or pursuant to the applicable table under section 1.401(a)(9)-9 of the income tax regulations, and (ii) any distribution that is one of a series of substantially equal installments payable not less frequently than annually over a specified period of ten (10) years or more, and (iii) any distribution to the extent of such distribution is required under section 401(a)(9) of the Code, and (iv) any hardship distribution, and (v) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(b) Eligible retirement plan means (i) an individual retirement account described in section 408(a) of the Code, or (ii) an individual retirement annuity described in section 408(b) of the Code, or (iii) a plan described in section 403(a) of the Code or an annuity contract described under section 403(b) of the Code, or (iv) a qualified defined contribution plan described in section 401(a) of the Code that accepts the eligible rollover distribution, or (v) eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is an Alternate Payee.

(c) Direct rollover means the payment of an eligible rollover distribution by the Plan to the eligible retirement plan specified by the distributee who is eligible to elect a direct rollover.

7.5.3. Compliance with Section 401(a)(9) of the Code. Notwithstanding the foregoing provisions of this Section 7, all distributions under this Plan shall comply with the minimum distribution requirements of section 401(a)(9) of the Code. Effective with respect to distributions made on or after January 1, 2002, the Plan will apply the minimum distribution rules under section 1.401(a)(9)-9 of the income tax regulations published on April 17, 2002.

7.5.4. Distribution in Cash. Except as provided in Appendix F, distribution of a Participant's Vested Total Account shall be made in cash. If, however, the Vested Total Account to be distributed is in whole or in part invested in an individual Subfund under Section 4.1.2, at the election of the distributee, distribution of that portion of the Vested Total Account shall be made in kind (to the extent that the investment provides for in-kind distributions).

7.5.5. Facility of Payment. In case of the legal disability, including minority, of a Participant, Beneficiary or Alternate Payee entitled to receive any distribution under the Plan, payment shall be made, if the Committee shall be advised of the existence of such condition:

(a) to the duly appointed guardian, conservator or other legal representative of such Participant, Beneficiary or Alternate Payee, or

(b) to a person or institution entrusted with the care or maintenance of the incompetent or disabled Participant, Beneficiary or Alternate Payee, provided, however, such person or institution has satisfied the Committee that the payment will be used for the best interest and assist in the care of such Participant, Beneficiary or Alternate Payee, and provided further, that no prior claim for said payment has been made by a duly appointed guardian, conservator or other legal representative of such Participant, Beneficiary or Alternate Payee.

Any payment made in accordance with the foregoing provisions of this Section shall constitute a complete discharge of any liability or obligation of the Employer, the Committee, the Trustee and the Fund therefor.

7.6. Loans. The provisions of this Section shall be subject to the following rules, conditions and limitations:

7.6.1. Availability. Loans shall be made available to all Participants (without regard to whether they are actively employed by the Employer or an Affiliate) subject to limitations and conditions established under this Section on a reasonably equivalent basis and shall not be made available to Highly Compensated Employees in an amount (expressed as a percentage of the Vested Total Account) greater than is made available to other employees.

7.6.2. Spousal Consent Not Required. Spousal consent shall not be required to make a loan to a married Participant.

7.6.3. Administration. Loan requests shall be granted or denied solely on the basis of this Section. There shall be no discretion to grant or deny a loan request. Denials shall be processed under the claims procedure rules of the Plan. Loans shall be approved (or denied) by the Committee. The Committee shall be contacted for this purpose at the address shown in the summary plan description. A copy of these rules, loan application forms, specimen promissory notes and any other information that is available concerning loans shall be made available at that address upon request. Loans under this Plan and any other plan maintained by the Employer and all Affiliates will be considered separate loans. Therefore, separate loan applications and promissory notes will need to be completed for loans from this Plan or any other plan. A loan will be made upon completion of a loan application, the execution of a promissory note and the completing of such other forms and the furnishing of such other information as may be required to comply with this Section. The promissory note will be a negotiable instrument. The Trustee will not, however, sell any note. The Committee may prescribe rules regarding the form of such application, the method of filing such application (including telephonic, electronic or similar methods) and the information required to be furnished in connection with such application.

7.6.4. Loan Terms. The total amount of such loans to any Participant shall not exceed the lesser of:

(a) Fifty percent (50%) of the Vested amount of that Participant's Total Account, or

(b) Fifty Thousand Dollars ($50,000);

provided, however, that the Fifty Thousand Dollar ($50,000) limitation shall be reduced by the excess (if any) of: (i) the highest outstanding balance of loans from the Plan (and all other plans of the Employer and all Affiliates) to such Participant during the one-year period ending on the day before the new loan is made, over (ii) the outstanding balance of all loans from the Plan (and all other plans of the Employer and all Affiliates) to such Participant on the day the new loan is made.

Except for any permitted suspension of payments during a leave of absence, any such loan must be repaid at least monthly in substantially level amounts, including principal and interest, over the term of the loan. Any such loan shall provide that it shall be repaid within a definite period of time to be specified by the Participant in the loan application and the promissory note. That period shall not exceed five (5) years unless such loan is to a Participant and is used to acquire a principal residence for the Participant and then it shall not exceed ten (10) years.

7.6.5. Collateral. Every loan made under these rules shall be secured by that portion of the Participant's Total Account which does not exceed fifty percent (50%) of the sum total of the Participant's Vested Total Account. This dollar amount shall be determined immediately after the origination of the loan (and shall be reduced by the amount of any unpaid principal and interest on any earlier loan which is similarly secured). This security interest shall exist without regard to whether it is or is not referenced in the loan documents. The Plan shall be permitted to realize on this collateral (as hereinafter provided) by any means including (but not limited to) offset. No other collateral shall be permitted or required.

7.6.6. Loan Rules. The Committee may adopt rules for the administration of loans that are not inconsistent with the Plan Statement, including the following rules:

(a) Loan Amount. Loans will not be made in a principal amount less than One Thousand Dollars ($1,000).

(b) Interest Rate. The interest rate on any loan shall be equal to the prime rate (the base rate on corporate loans at large United States money center commercial banks) as published for the first business day of the calendar month in which the loan is granted by The Wall Street Journal in its Money Rates column or any comparable successor rate so published plus one percent (1%). If the prime rate is published as a range of rates, the highest prime rate in the range shall be used.

(c) Accounting for Loan. For the purpose of determining the extent to which a Total Account is entitled to share in income, gains or losses of the Fund under Section 4, the same shall be deemed to be reduced by the unpaid balance of any outstanding loans to the Participant, and the interest payments on such loans shall be credited to the Participant's Total Account. If a loan is made to a person who has assets in more than one Account, such loan shall be deemed to have been made from the Accounts pro rata (excluding any portion of the Participant's Pension Account and ESOP Account). Repayments of principal on loans and payments of interest shall be apportioned among the Accounts from which the loan was made in proportion to the amounts by which the Accounts were initially reduced in order to make the loan. If a loan is made from an Account which is invested in more than one Subfund authorized and established under Section 4.1, the amount withdrawn in order to make the loan shall be charged to each Subfund in the same proportions as the Account is invested in each Subfund. All repayments of principal and interest shall be reinvested in the same manner as contributions under the Participant's investment elections in effect at the time the repayment is received.

(d) Payments. All Participants who are actively employed by the Employer shall make payment of loans by monthly or more frequent payroll deduction. The making of the loan shall be considered an irrevocable authorization for payroll deduction. To the extent that the available payroll amount is not sufficient to satisfy the payment obligation, the Participant shall make monthly payment by personal check, cashier's check, certified check or money order delivered to the Trustee or to the Committee as agent for the Trustee (at the address shown in the Plan's summary plan description) by the due date for the payment. All payments by Participants who are not actively employed shall be made quarterly by personal check, cashier's check, certified check or money order delivered to the Trustee or to the Committee as agent for the Trustee at the address shown in the Plan's summary plan description by the due date for the payment.

(e) Prepayments. The loan may be prepaid in whole (but not in part) at any time.

(f) Termination of Employment. The entire outstanding principal and unpaid interest shall be due and payable on the date forty-five (45) days after the Participant's termination of employment with the Employer and all Affiliates.

(g) Death of the Participant. The death of the Participant shall terminate the loan. The unpaid principal and interest due and owing on the date of the Participant's death shall be offset against the Participant's Total Account. No payments shall be permitted after the Participant's death. The tax consequences of the offset shall be reported to the Participant's estate and not to the Beneficiary.

(h) Event of Default. Subject to subsection (i) below, nonpayment within ten (10) days after the due date shall be an event of default. If a payment is not made by payroll deduction, then payment shall be considered made for this purpose only when the personal check, cashier's check, certified check or money order is received in fact by the Trustee or the Committee as agent for the Trustee. Upon the occurrence of an event of default, the Participant's Vested Accounts in the Plan given as security shall be offset by the amount of the then outstanding balance of the loan in default (including, to the extent required under the Code, interest on the amount in default from the time of the default until the time of the offset). In the case of a Participant who has not had an Event of Maturity, however, this offset shall be deferred until an Event of Maturity as to such Participant, but, in the interim, it shall not be possible to cure the default. Such offset shall be automatic. No notice shall be required prior to offset.

(i) Suspension of Payments During Leave of Absence. If the Participant is on an authorized leave of absence as determined by the Committee, and the Participant's wages during the leave are less than the amount of the loan payment, then loan payments shall be suspended for a period of up to one (1) year; provided, however, that the Participant's death even while payments are suspended shall nevertheless terminate the loan as provided in subsection (g). Upon the Participant's return to active employment with the Employer or an Affiliate, the Participant shall resume making payments on the loan by monthly or more frequent payroll deduction. Pursuant to procedures established by the Committee, the Trustee shall adjust the amount of each periodic payment, so that the unpaid balance of the Participant's loan will continue to be paid in equal periodic installments each payroll period in amounts sufficient to retire the entire loan indebtedness (principal and interest) by the original maturity date of the loan.

(j) Miscellaneous. Loans will be made only as of a Valuation Date. No loan shall be made to any Participant who has any loan which is currently in default or any loan which was in default at any time during the preceding twelve (12) months. No Participant shall have more than two (2) loans outstanding.

(k) Fees. The loan shall be subject to any origination fees charged by the Trustee and approved by the Committee. No loan application shall be approved unless it is accompanied by any required origination fee.

7.6.7. Effect on Distributions. If any distribution is to be made after an Event of Maturity when a loan is outstanding, the first asset distributed (after offset to satisfy any default) shall be the unpaid promissory note.

7.6.8. Truth in Lending. This Plan shall make all disclosures required under federal truth-in-lending regulations (Regulation Z issued by the Board of Governors of the Federal Reserve System).

7.6.9. Effect of Participant Bankruptcy. To the extent required by bankruptcy laws, loans shall be subject to stay, discharge, reinstatement and other matters.

7.6.10. ERISA Compliance — Loans Available to Parties in Interest. Loans shall be available to Participants and Beneficiaries who are parties in interest as defined in section 3(14) of ERISA. An Alternate Payee shall be considered a Beneficiary for this purpose only after the domestic relations order has been finally determined to be a qualified domestic relations order as defined in Appendix C to the Plan Statement.

SECTION 8

SPENDTHRIFT PROVISIONS

No Participant or Beneficiary shall have any transmissible interest in any Account nor shall any Participant or Beneficiary have any power to anticipate, alienate, dispose of, pledge or encumber the same while in the possession or control of the Trustee, nor shall any Account be subject to attachment, garnishment, execution following judgment or other legal process while in the possession or control of the Trustee, nor shall the Trustee, the Employer or the Committee recognize any assignment thereof, either in whole or in part, except as is specifically permitted under section 401(a)(13) of the Code or the regulations thereunder.

The power to designate Beneficiaries to receive the Vested Total Account of a Participant in the event of death shall not permit or be construed to permit such power or right to be exercised by the Participant so as thereby to anticipate, pledge, mortgage or encumber the Participant's Account or any part thereof, and any attempt of a Participant so to exercise said power in violation of this provision shall be of no force and effect and shall be disregarded by the Employer, the Committee and the Trustee.

This Section shall not prevent the Employer or the Committee from exercising, in their discretion, any of the applicable powers and options granted to them upon the occurrence of an Event of Maturity, as such powers may be conferred upon them by any applicable provision hereof, nor prevent the Plan from offsetting a Participant's Vested Total Account by the amount of the then outstanding balance of the loan in default. This Section shall not prevent the Employer or the Committee from observing the terms of a qualified domestic relations order as provided in Appendix C to this Plan Statement.

SECTION 9

AMENDMENT AND TERMINATION

9.1. Amendment. The Principal Sponsor reserves the power to amend this Plan Statement in any respect and either prospectively or retroactively or both; provided that no amendment shall be effective to reduce or divest the Total Account of any Participant unless the same shall have been adopted with the consent of the Secretary of Labor pursuant to the provisions of ERISA, or in order to comply with the provisions of the Code and the regulations and rulings thereunder affecting the tax-qualified status of the Plan and the deductibility of Employer contributions thereto. Notwithstanding the foregoing, no amendment shall be effective to increase the duties of the Trustee without its consent. No oral or written statement shall be effective to amend the Plan Statement unless it is duly authorized by the Board of Directors or the Committee. The power to amend the Plan Statement may not be delegated. Notwithstanding anything in this Plan Statement to the contrary, the Committee may adopt rules to facilitate compliance with the federal securities laws and all regulations and rules thereunder, including Section 16 of the Securities Exchange Act, which rules may limit rights under the Plan for certain Participants.

9.2. Discontinuance of Contributions and Termination of Plan. The Principal Sponsor reserves the right to reduce, suspend or discontinue its contributions to the Plan and to terminate the Plan herein embodied in its entirety. Notwithstanding anything in this Plan Statement to the contrary, if the Principal Sponsor applies to the Internal Revenue Service for a ruling that the termination of the Plan does not adversely affect its qualified status, then all distributions (other than required distributions under Sections 7.1.1(b) and 7.3.1(b)) and the making of new loans shall be suspended upon termination of the Plan pending the receipt of a favorable determination.

9.3. Merger or Spinoff of Plans

9.3.1. In General. The Principal Sponsor may cause all or a part of this Plan to be merged with all or a part of any other plan and may cause all or a part of the assets and liabilities to be transferred from this Plan to another plan. In the case of merger or consolidation of this Plan with, or transfer of assets and liabilities of this Plan to, any other plan, each Participant shall (if such other plan were then terminated) receive a benefit immediately after the merger, consolidation or transfer which is not less than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation or transfer (if this Plan had then terminated). If the Principal Sponsor agrees to a transfer of assets and liabilities to or from another plan, the agreement under which such transfer is concluded (or an amendment of or appendix to this Plan Statement) shall specify the Accounts to which the transferred amounts are to be credited.

9.3.2. Limitations. For any asset transfer to this Plan from a tax-qualified plan which is subject to the joint and survivor annuity and pre-retirement annuity rules of section 401(a)(11) of the Code, the optional form of benefit requirements of section 411(d)(6)(B)(ii) of the Code or the distribution rules of section 401(k) of the Code, the Committee shall adopt rules to comply with section 411(d)(6)(B)(ii) of the Code. In no event shall assets be transferred from any other plan to this Plan unless this Plan complies (or has been amended to comply) with the optional form of benefit requirements of section 411(d)(6)(B)(ii) of the Code (or, where applicable, the distribution rules of section 401(k) of the Code) with respect to such transferred assets. In no event shall assets be transferred from this Plan to any other plan unless such other plan complies (or has been amended to comply) with the optional form of benefit requirements of section 411(d)(6)(B)(ii) of the Internal Revenue Code and the distribution rules of section 401(k) of the Internal Revenue Code with respect to such transferred assets.

9.3.3. Beneficiary Designations. If assets and liabilities are transferred from another plan to this Plan, Beneficiary designations made under that plan shall become void with respect to deaths occurring on or after the date as of which such transfer is made and the Beneficiary designation rules of this Plan Statement shall apply beginning on such date.

9.4. Adoption by Other Employers.

9.4.1. Adoption by Consent. The Principal Sponsor may consent to the adoption of the Plan by any business entity subject to such conditions as the Principal Sponsor may impose.

9.4.2. Procedure for Adoption. Any such adopting business entity shall initiate its adoption of the Plan by delivery of a certified copy of the resolutions of its board of directors (or other authorized body or individual) adopting this Plan Statement to the Principal Sponsor. Upon the consent by the Principal Sponsor to the adoption by the adopting business entity, and the delivery to the Trustee of written evidence of the Principal Sponsor's consent, the adoption of the Plan by the adopting business entity shall be effective as of the date specified by the Principal Sponsor. If such adopting business entity is not a corporation, any reference in the Plan Statement to its board of directors shall be deemed to refer to such entity's governing body or other authorized individual.

9.4.3. Effect of Adoption. Upon the adoption of the Plan by an adopting business entity as heretofore provided, the adopting business entity shall be an Employer hereunder in all respects. Each adopting business entity, as a condition of continued participation in the Plan, delegates to the Principal Sponsor the sole power and authority over all Plan matters except that the board of directors of each adopting business entity shall have the power to amend this Plan Statement as applied to it by establishing a successor plan to which assets and liabilities may be transferred as provided in Section 9.3 and to terminate the Plan as applied to it. Each reference herein to the Employer shall include the Principal Sponsor and all adopting business entities unless the context clearly requires otherwise.

SECTION 10
FIDUCIARY MATTERS

10.1. Prohibited Transactions. Except as may be permitted by law, no fiduciary hereunder shall permit the Plan to engage, directly or indirectly, in any of the following transactions with a person who is a "disqualified person" (as defined in section 4975 of the Code) or a "party in interest" (as defined in section 3(14) of ERISA):

(a) sale, exchange or leasing of any property between the Plan and such person,

(b) lending of money or other extension of credit between the Plan and such person,

(c) furnishing of goods, services or facilities between the Plan and such person,

(d) transfer to, or use by or for the benefit of, such person of the income or assets of the Plan,

(e) act by such person who is a fiduciary hereunder whereby the fiduciary deals with the income or assets of the Plan in the fiduciary's own interest or for the fiduciary's own account, or

(f) receipt of any consideration for the fiduciary's own personal account by such person who is a fiduciary from any party dealing with the Plan in connection with a transaction involving the income or assets of the Plan.

10.2. Indemnity. Each individual (as distinguished from corporate) trustee of the Plan or officer, director or employee of the Employer shall, except as prohibited by law, be indemnified and held harmless by the Employer from any and all liabilities, costs and expenses (including legal fees), to the extent not covered by liability insurance, arising out of any action taken by such individual with respect to the Plan, whether imposed under ERISA or otherwise. No such indemnification, however, shall be required or provided if such liability arises (i) from the individual's claim for his own benefit, or (ii) from the proven gross negligence or the bad faith of the individual, or (iii) from the criminal misconduct of such individual if the individual had reason to believe the conduct was unlawful. This indemnification shall continue as to an individual who has ceased to be a trustee of the Plan or officer, director or employee of the Employer and shall inure to the benefit of the heirs, executors and administrators of such an individual.

SECTION 11

DETERMINATIONS — RULES AND REGULATIONS

11.1. Determinations. The Committee shall make such determinations as may be required from time to time in the administration of the Plan. The Committee shall have the sole discretion, authority and responsibility to interpret and construe the Plan Statement and to determine all factual and legal questions under the Plan, including but not limited to the entitlement of employees, Participants and Beneficiaries and the amounts of their respective interests. The Trustee and other interested parties may act and rely upon all information reported to them hereunder and need not inquire into the accuracy thereof, nor be charged with any notice to the contrary.

11.2. Rules and Regulations. Any rule not in conflict or at variance with the provisions hereof may be adopted by the Committee.

11.3. Method of Executing Instruments.

11.3.1. Employer or Committee. Information to be supplied or written notices to be made or consents to be given by the Principal Sponsor, the Employer or the Committee pursuant to any provision of this Plan Statement may be signed in the name of the Principal Sponsor or Employer by any officer or by any employee who has been authorized to make such certification or to give such notices or consents or by any Committee member.

11.3.2. Trustee. Any instrument or written notice required, necessary or advisable to be made or given by the Trustee may be signed by any Trustee, if all Trustees serving hereunder are individuals, or by any authorized officer or employee of the Trustee, if a corporate Trustee shall be acting hereunder as sole Trustee.

11.4. Claims Procedure. Until modified by the Committee, the claims procedure set forth in this Section 11.4 shall be the claims procedure for the resolution of disputes and disposition of claims arising under the Plan. An application for a distribution under Section 7 shall be considered as a claim for the purposes of this Section.

11.4.1. Original Claim. Any employee, former employee, or Beneficiary of such employee or former employee may, if the employee, former employee or Beneficiary so desires, file with the Committee a written claim for benefits under the Plan. Within ninety (90) days after the filing of such a claim, the Committee shall notify the claimant in writing whether the claim is upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific special circumstances requiring a specified amount of additional time (but not more than one hundred eighty days from the date the claim was filed) to reach a decision on the claim. If the claim is denied in whole or in part, the Committee shall state in writing:

(a) the specific reasons for the denial,

(b) the specific references to the pertinent provisions of this Plan Statement on which the denial is based,

(c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and

(d) an explanation of the claims review procedure set forth in this Section.

11.4.2. Claims Review Procedure. Within sixty (60) days after receipt of notice that the claim has been denied in whole or in part, the claimant may file with the Committee a written request for a review and may, in conjunction therewith, submit written issues and comments. Within sixty (60) days after the filing of such a request for review, the Committee shall notify the claimant in writing whether, upon review, the claim was upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific special circumstances requiring a specified amount of additional time (but not more than one hundred twenty days from the date the request for review was filed) to reach a decision on the request for review.

11.4.3. General Rules.

(a) No inquiry or question shall be deemed to be a claim or a request for a review of a denied claim unless made in accordance with the claims procedure. The Committee may require that any claim for benefits and any request for a review of a denied claim be filed on forms to be furnished by the Committee upon request.

(b) All decisions on claims and on requests for a review of denied claims shall be made by the Committee unless delegated as provided in Section 12.2.

(c) The Committee may, in its discretion, hold one or more hearings on a claim or a request for a review of a denied claim.

(d) Claimants may be represented by a lawyer or other representative at their own expense, but the Committee reserves the right to require the claimant to furnish written authorization. A claimant's representative shall be entitled to copies of all notices given to the claimant.

(e) The decision of the Committee on a claim and on a request for a review of a denied claim shall be served on the claimant in writing. If a decision or notice is not received by a claimant within the time specified, the claim or request for a review of a denied claim shall be deemed to have been denied.

(f) Prior to filing a claim or a request for a review of a denied claim, the claimant or the claimant's representative shall have a reasonable opportunity to review a copy of this Plan Statement and all other pertinent documents in the possession of the Employer, the Committee and the Trustee.

11.4.4. Deadline to File Claim. To be considered timely under the Plan's claim and review procedure, a claim must be filed with the Committee within one (1) year after the claimant knew or reasonably should have known of the principal facts upon which the claim is based. If or to the extent that the claim relates to a failure to effect a Participant's or Beneficiary's investment directions, the one (1) year period shall be thirty (30) days.

11.4.5. Exhaustion of Administrative Remedies. The exhaustion of the claim and review procedure is mandatory for resolving every claim and dispute arising under this Plan. As to such claims and disputes:

(a) no claimant shall be permitted to commence any legal action to recover Plan benefits or to enforce or clarify rights under the Plan under section 502 or section 510 of ERISA or under any other provision of law, whether or not statutory, until the claim and review procedure set forth herein have been exhausted in their entirety; and

(b) in any such legal action all explicit and all implicit determinations by the Committee (including, but not limited to, determinations as to whether the claim, or a request for a review of a denied claim, was timely filed) shall be afforded the maximum deference permitted by law.

11.4.6. Deadline to File Legal Action. No legal action to recover Plan benefits or to enforce or clarify rights under the Plan under section 502 or section 510 of ERISA or under any other provision of law, whether or not statutory, may be brought by any claimant on any matter pertaining to this Plan unless the legal action is commenced in the proper forum before the earlier of:

(a) thirty (30) months after the claimant knew or reasonably should have known of the principal facts on which the claim is based, or

(b) six (6) months after the claimant has exhausted the claim and review procedure.

If or to the extent that the claim relates to a failure to effect a Participant's or Beneficiary's investment directions or a Participant's election regarding contributions, the thirty (30) month period shall be nineteen (19) months.

11.4.7. Knowledge of Fact by Participant Imputed to Beneficiary. Knowledge of all facts that a Participant knew or reasonably should have known shall be imputed to every claimant who is or claims to be a Beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant for the purpose of applying the previously specified periods.

11.5. Information Furnished by Participants. Neither the Employer nor the Committee nor the Trustee shall be liable or responsible for any error in the computation of the Account of a Participant resulting from any misstatement of fact made by the Participant, directly or indirectly, to the Employer, the Committee or the Trustee and used by them in determining the Participant's Account. Neither the Employer nor the Committee nor the Trustee shall be obligated or required to increase the Account of such Participant which, on discovery of the misstatement, is found to be understated as a result of such misstatement of the Participant. However, the Account of any Participant which is overstated by reason of any such misstatement shall be reduced to the amount appropriate for the Participant in view of the truth. Any refund received upon reduction of an Account so made shall be used to reduce the next succeeding contribution of the Employer to the Plan.

SECTION 12

PLAN ADMINISTRATION

12.1. Principal Sponsor.

12.1.1. Officers. Except as hereinafter provided, functions generally assigned to the Principal Sponsor shall be discharged by its officers or delegated and allocated as provided herein.

12.1.2. Chief Executive Officer. Except as hereinafter provided, the Chief Executive Officer of the Principal Sponsor may delegate or redelegate and allocate or reallocate to one or more persons or to a committee of persons jointly or severally, and whether or not such persons are directors, officers or employees, such functions assigned to the Principal Sponsor hereunder as the Chief Executive Officer may from time to time deem advisable.

12.1.3. Board of Directors. Notwithstanding the foregoing, the Board of Directors of the Principal Sponsor shall have the exclusive authority, which may not be delegated (except as provided in paragraph (a) below), to act for the Principal Sponsor:

(a) to amend this Plan Statement (except that the authority to make such amendments as are required to obtain or maintain the qualification of the Plan under sections 401(a) and 501(a) of the Code may be delegated); to terminate the Plan,

(b) to consent to the adoption of the Plan by other business entities; to establish conditions and limitations upon such adoption of the Plan by other business entities; to designate Affiliates, and

(c) to cause the Plan to be merged with another plan and to transfer assets and liabilities between the Plan and another.

12.2. Committee.

12.2.1. Appointment and Removal. The Committee shall consist of such members as may be determined and appointed from time to time by the Chief Executive Officer of the Principal Sponsor and they shall serve at the pleasure of such Chief Executive Officer. Members of the Committee shall serve without compensation, but their reasonable expenses shall be an expense of the administration of the Fund and shall be paid by the Trustee from and out of the Fund except to the extent the Employer, in its discretion, directly pays such expenses.

12.2.2. Automatic Removal. If any individual who is a member of the Committee is a director, officer or employee when appointed as a member of the Committee, then such individual shall be automatically removed as a member of the Committee at the earliest time such individual ceases to be a director, officer or employee. This removal shall occur automatically and without any requirement for action by the Chief Executive Officer of the Principal Sponsor or any notice to the individual so removed.

12.2.3. Authority. The Committee may elect such officers as the Committee may decide upon. The Committee shall:

(a) establish rules for the functioning of the Committee, including the times and places for holding meetings, the notices to be given in respect of such meetings and the number of members who shall constitute a quorum for the transaction of business,

(b) organize and delegate to such of its members as it shall select authority to execute or authenticate rules, advisory opinions or instructions, and other instruments adopted or authorized by the Committee; adopt such bylaws or regulations as it deems desirable for the conduct of its affairs; appoint a secretary, who need not be a member of the Committee, to keep its records and otherwise assist the Committee in the performance of its duties; keep a record of all its proceedings and acts and keep all books of account, records and other data as may be necessary for the proper administration of the Plan; notify the Employer and the Trustee of any action taken by the Committee and, when required, notify any other interested person or persons,

(c) determine from the records of the Employer the compensation, service records, status and other facts regarding Participants and other employees,

(d) cause to be compiled at least annually, from the records of the Committee and the reports and accountings of the Trustee, a report or accounting of the status of the Plan and the Accounts of the Participants, and make it available to each Participant who shall have the right to examine that part of such report or accounting (or a true and correct copy of such part) which sets forth the Participant’s benefits and ratable interest in the Fund,

(e) prescribe forms, procedures and methods (including telephonic, electronic or similar methods) to be used for applications for participation, benefits, notifications, etc., as may be required in the administration of the Plan,

(f) set up such rules as are deemed necessary to carry out the terms of this Plan Statement,

(g) resolve all questions of administration of the Plan not specifically referred to in this Section,

(h) delegate or redelegate to one or more persons, jointly or severally, and whether or not such persons are members of the Committee or employees of the Employer, such functions assigned to the Committee hereunder as it may from time to time deem advisable, and

(i) perform all other acts reasonably necessary for administering the Plan and carrying out the provisions of this Plan Statement and performing the duties imposed on it.

12.2.4. Majority Decisions. If there shall at any time be three (3) or more members of the Committee serving hereunder who are qualified to perform a particular act, the same may be performed, on behalf of all, by a majority of those qualified, with or without the concurrence of the minority. No person who failed to join or concur in such act shall be held liable for the consequences thereof, except to the extent that liability is imposed under ERISA.

12.3. Limitation on Authority.

12.3.1. Fiduciaries Generally. No action taken by any fiduciary, if authority to take such action has been delegated or redelegated to it, shall be the responsibility of any other fiduciary except as may be required by the provisions of ERISA. Except to the extent imposed by ERISA, no fiduciary shall have the duty to question whether any other fiduciary is fulfilling all of the responsibility imposed upon such other fiduciary by the Plan Statement or by ERISA.

12.3.2. Trustee. The responsibilities and obligations of the Trustee shall be strictly limited to those set forth in the Trust Agreement.

12.4. Conflict of Interest. If any officer or employee of the Employer, any member of the board of directors of the Employer, any member of the Committee or any Trustee to whom authority has been delegated or redelegated hereunder shall also be a Participant, Beneficiary or Alternate Payee in the Plan, the individual shall have no authority as such officer, employee, member or Trustee with respect to any matter specially affecting his or her individual interest hereunder (as distinguished from the interests of all Participants, Beneficiaries or Alternate Payees or a broad class of Participants, Beneficiaries and Alternate Payees), all such authority being reserved exclusively to the other officers, employees, members or Trustees as the case may be, to the exclusion of such Participant, Beneficiary or Alternate Payee, and such Participant, Beneficiary or Alternate Payee shall act only in his or her individual capacity in connection with any such matter.

12.5. Dual Capacity. Individuals, firms, corporations or partnerships identified herein or delegated or allocated authority or responsibility hereunder may serve in more than one fiduciary capacity.

12.6. Administrator. The Principal Sponsor shall be the administrator for purposes of section 3(16)(A) of ERISA.

12.7. Named Fiduciaries. The Principal Sponsor shall be the named fiduciary for the purpose of section 402(a) of ERISA.

12.8. Service of Process. In the absence of any designation to the contrary by the Principal Sponsor, the general counsel of the Principal Sponsor is designated as the appropriate and exclusive agent for the receipt of service of process directed to the Plan in any legal proceeding, including arbitration, involving the Plan.

12.9. Administrative Expenses. The reasonable expenses of administering the Plan shall be payable out of the Fund except to the extent that the Employer, in its discretion, directly pays the expenses.

12.10. Plan Qualification. This Plan is intended to qualify under section 401(a) of the Code as a defined contribution profit sharing plan; provided, however, that the Entegris Stock Subfund is intended to qualify as a stock bonus and employee stock ownership plan under sections 401(a) of the Code, 4975(e)(7) of the Code and 407(d)(6) of ERISA. Notwithstanding that the Entegris Stock Subfund of the Plan is intended to qualify as an employee stock ownership plan under section 4975(e)(7) of the Code, the Trustee shall not be permitted to borrow or use the proceeds of any exempt loan (as defined in section 54.4975-7 of the Treasury Regulations) for the purpose of acquiring Employer securities.

SECTION 13

IN GENERAL

13.1. Disclaimers.

13.1.1. Effect on Employment. Neither the terms of this Plan Statement nor the benefits hereunder nor the continuance thereof shall be a term of the employment of any employee, and the Employer shall not be obligated to continue the Plan. The terms of this Plan Statement shall not give any employee the right to be retained in the employment of the Employer.

13.1.2. Sole Source of Benefits. Neither the Employer nor any of its officers nor any member of its board of directors nor any member of the Committee nor the Trustee in any way guarantee the Fund against loss or depreciation, nor do they guarantee the payment of any benefit or amount which may become due and payable hereunder to any Participant, Beneficiary, Alternate Payee or other person. Each Participant, Beneficiary, Alternate Payee or other person entitled at any time to payments hereunder shall look solely to the assets of the Fund for such payments. If a Vested Total Account shall have been distributed to a former Participant, Beneficiary, Alternate Payee or any other person entitled jointly to the receipt thereof (or shall have been transferred to the trustee of another tax qualified deferred compensation plan), such former Participant, Beneficiary, Alternate Payee or other person, as the case may be, shall have no further right or interest in the other assets of the Fund.

13.1.3. Co-Fiduciary Matters. Neither the Employer nor any of its officers nor any member of its board of directors nor any member of the Committee shall be under any liability or responsibility (except to the extent that liability is imposed under ERISA) for failure to effect any of the objectives or purposes of the Plan by reason of loss or fluctuation in the value of Fund or for the form, genuineness, validity, sufficiency or effect of any Fund asset at any time held hereunder, or for the failure of any person, firm or corporation indebted to the Fund to pay such indebtedness as and when the same shall become due or for any delay occasioned by reason of any applicable law, order or regulation or by reason of any restriction or provision contained in any security or other asset held by the Fund. Except as is otherwise provided in ERISA, the Employer and its officers, the members of its board of directors, the members of the Committee and other fiduciaries shall not be liable for an act or omission of another person with regard to a fiduciary responsibility that has been allocated to or delegated in whole or in part to such other person pursuant to the terms of this Plan Statement or pursuant to procedures set forth in this Plan Statement.

13.2. Reversion of Fund Prohibited. The Fund from time to time hereunder shall at all times be a trust fund separate and apart from the assets of the Employer, and no part thereof shall be or become available to the Employer or to creditors of the Employer under any circumstances other than those specified in Section 3.9 and Appendix A to this Plan Statement. It shall be impossible for any part of the corpus or income of the Fund to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and Beneficiaries (except as hereinbefore provided).

13.3. Contingent Top Heavy Plan Rules. The rules set forth in Appendix B to this Plan Statement (concerning additional provisions that apply if the Plan becomes top heavy) are incorporated herein.

13.4. Continuity. The tenure and membership of any committee previously appointed, the rules of administration adopted and the Beneficiary designations in effect under the Prior Plan Statement shall, to the extent not inconsistent with this Plan Statement, continue in full force and effect until altered as provided herein.

SCHEDULE I

CREDITING OF PRIOR SERVICE

As of August 6, 2005

All Hours of Service with the following entities and their predecessors prior to the time such entities became Affiliates of the Principal Sponsor shall be credited for Eligibility Service and Vesting Service purposes under this Plan in accordance with the rules under this Plan as if such Hours of Service had been credited with the Principal Sponsor.

1. Aeronex Incorporated
2. Extraction Systems, Inc.
3. Millipore Corporation
4. Mykrolis Corporation

APPENDIX A

LIMITATION ON ANNUAL ADDITIONS

Incorporating amendments of Code §415(c) enacted by §611(b) and §632(a) of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA; P.L. 107-16; June 4, 2001) effective for limitation years beginning after December 31, 2001.

SECTION 1

INTRODUCTION

Terms defined in the Plan Statement shall have the same meanings when used in this Appendix. In addition, when used in this Appendix, the following terms shall have the following meanings:

1.1. Annual Addition. Annual addition means, with respect to any Participant for a limitation year, the sum of:

(i) all employer contributions (including employer contributions of the Participant's earnings reductions under section 401(k), section 403(b) and section 408(k) of the Code) allocable as of a date during such limitation year to the Participant under all defined contribution plans;

(ii) all forfeitures allocable as of a date during such limitation year to the Participant under all defined contribution plans; and

(iii) all Participant contributions made as of a date during such limitation year to all defined contribution plans.

1.1.1. Specific Inclusions. With regard to a plan which contains a qualified cash or deferred arrangement or matching contributions or employee contributions, excess contributions and excess aggregate contributions (whether or not distributed during or after the limitation year) shall be considered annual additions in the year contributed. Excess deferrals that are not distributed in accordance with the regulations under section 402(g) of the Code are annual additions.

1.1.2. Specific Exclusions. The annual addition shall not, however, include any portion of a Participant's rollover contributions or any additions to accounts attributable to a plan merger or a transfer of plan assets or liabilities or any other amounts excludable under law. Excess deferrals that are distributed in accordance with the regulations under section 402(g) of the Code are not annual additions.

1.1.3. ESOP Rules. In the case of an employee stock ownership plan within the meaning of section 4975(e)(7) of the Code, annual additions shall not include any dividends or gains on sale of employer securities held by the employee stock ownership plan (regardless of whether such dividends or gains are (i) on securities which are allocated to Participants' accounts or (ii) on securities which are not allocated to Participants' accounts which, in the case of dividends used to pay principal on an employee stock ownership plan loan, result in employer securities being allocated to Participants' accounts or, in the case of a sale, result in sale proceeds being allocated to Participants' accounts). In the case of an employee stock ownership plan within the meaning of section 4975(e)(7) of the Code under which no more than one-third (1/3rd) of the employer contributions for a limitation year which are deductible under section 404(a)(9) of the Code are allocated to highly compensated employees (as defined in section 414(q) of the Code), annual additions shall not include forfeitures of employer securities under the employee stock ownership plan if such securities were acquired with the proceeds of an exempt loan or, if the Employer is not an S corporation as defined in section 1361(a)(1) of the Code, employer contributions to the employee stock ownership plan which are deductible by the employer under section 404(a)(9)(B) of the Code and charged against the Participant's account (i.e., interest payments).

1.2. Controlled Group Member. Controlled group member means the Employer and each member of a controlled group of corporations (as defined in section 414(b) of the Code and as modified by section 415(h) of the Code), all commonly controlled trades or businesses (as defined in section 414(c) of the Code and as modified by section 415(h) of the Code), affiliated service groups (as defined in section 414(m) of the Code) of which the Employer is a part and other organizations required to be aggregated for this purpose under section 414(o) of the Code.

1.3. Defined Contribution Plans. Defined contribution plan shall have the meaning assigned to that term by section 415(k)(1) of the Code. Whenever reference is made to defined contribution plans in this Appendix, it shall include all such plans maintained by the Employer and all controlled group members.

1.4. Individual Medical Account. Individual medical account means an account, as defined in section 415(1)(2) of the Code maintained by the Employer or a controlled group member which provides an annual addition.

1.5. Limitation Year. Limitation year means the Plan Year.

1.6. Maximum Permissible Addition.

1.6.1. General Rule. Maximum permissible addition (a term that is relevant only with respect to defined contribution plans) means, for any one (1) limitation year, the lesser of

(i) Forty Thousand Dollars ($40,000), as adjusted automatically for increases in the cost of living by the Secretary of the Treasury pursuant to section 415(d) of the Code, or

(ii) one hundred percent (100%) of the Participant's § 415 compensation for such limitation year.

1.6.2. Medical Benefits. The dollar limitation in Section 1.6.1(i), but not the amount determined in Section 1.6.1(ii), shall be reduced by the amount of employer contributions which are allocated to a separate account established for the purpose of providing medical benefits or life insurance benefits with respect to a key employee (as defined in section 416 of the Code) under a welfare benefit fund or an individual medical account.

1.7. Section 415 Compensation. Section 415 compensation (sometimes, "§ 415 compensation") shall mean, with respect to any limitation year, the total wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the Employer and all controlled group members to the extent that such amounts are includible in gross income but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code). Without regard to whether it is or is not includible in gross income, subject to other limitations and rules of this Section, (i) § 415 compensation shall include foreign earned income as defined in section 911(b) of the Code whether or not excludable from gross income under section 911 of the Code, and (ii) § 415 compensation shall be determined without regard to the exclusions from gross income in section 931 and section 933 of the Code. Section 415 compensation shall be determined on a cash basis. Section 415 compensation shall also include any elective deferral as defined in section 402(g)(3) of the Code and any amount which is contributed or deferred by an Employer at the election of the employee and which is not includible in the gross income of the employee by reason of section 125, section 132(f) or section 457 of the Code.

1.8. Welfare Benefit Fund. Welfare benefit fund means a fund as defined in section 419(e) of the Code which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in section 419A(d)(3).

SECTION 2

DEFINED CONTRIBUTION LIMITATION

Notwithstanding anything to the contrary contained in the Plan Statement, there shall not be allocated to the account of any Participant under a defined contribution plan for any limitation year an amount which would cause the annual addition for such Participant to exceed the maximum permissible addition.

SECTION 3

REMEDIAL ACTION

3.1. Abatement. If a Participant's annual additions for a limitation year would exceed the maximum permissible addition due to the allocation of forfeitures, a reasonable error in estimating a Participant's annual compensation, a reasonable error in determining the amount of elective deferrals (within the meaning of section 402(g)(3) of the Code) that may be made with respect to any individual under the limits of section 415 of the Code or under other limited facts and circumstances that the Commissioner finds justify the availability of the rules in Treas. Regulation § 1.415-6(b)(6), to the extent necessary to eliminate the excess the following shall occur in the following sequence.

3.2. Employee After Tax Contributions and Elective Deferrals. The defined contribution plan shall:

(i) return any unmatched employee contributions made by the Participant for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan), and

(ii) distribute unmatched elective deferrals (within the meaning of section 402(g)(3) of the Code) made for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan), and

(iii) return any matched employee contributions made by the Participant for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan), and

(iv) distribute matched elective deferrals (within the meaning of section 402(g)(3) of the Code) made for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan).

To the extent matched employee contributions are returned or any matched elective deferrals are distributed, any matching contribution made with respect thereto shall be forfeited and reallocated to Participants as provided in the defined contribution plan.

3.3. Employer Contributions. If, after taking all the actions contemplated by Section 3.2, an excess still exists, the defined contribution plan shall dispose of the excess as follows.

(a) Covered. If that Participant is covered by the defined contribution plan at the end of the limitation year, the Employer shall cause such excess to be used to reduce employer contributions for the next limitation year ("second limitation year") and succeeding limitation years, as necessary, for that Participant.

(b) Not Covered. If the Participant is not covered by the defined contribution plan at the end of the limitation year, however, then the excess amounts must be held unallocated in an "excess account" for the second limitation year (or succeeding limitation years) and allocated and reallocated in the second limitation year (or succeeding limitation year) to all the remaining Participants in the defined contribution plan as if an employer contribution for the second limitation year (or succeeding limitation year). However, if the allocation or reallocation of the excess amounts pursuant to the provisions of the defined contribution plan causes the limitations of this Appendix to be exceeded with respect to each Participant for the second limitation year (or succeeding limitation years), then these amounts must be held unallocated in an excess account. If an excess account is in existence at any time during the second limitation year (or any succeeding limitation year), all amounts in the excess account must be allocated and reallocated to Participants' accounts (subject to the limitations of this Appendix) as if they were additional employer contributions before any employer contribution and any Participant contributions which would constitute annual additions may be made to the defined contribution plan for that limitation year. Furthermore, the excess amounts must be used to reduce employer contributions for the second limitation year (and succeeding limitation years, as necessary) for all of the remaining Participants.

(c) No Distributions. Excess amounts may not be distributed from the defined contribution plan to Participants or former Participants.

If an excess account is in existence at any time during a limitation year, the gains and losses and other income attributable to the excess account shall be allocated to such excess account. To the extent that investment gains or other income or investment losses are allocated to the excess account, the entire amount allocated to Participants from the excess account, including any such gains or other income or less any losses, shall be considered as an annual addition. If the defined contribution plan should be terminated prior to the date any such temporarily held, unallocated excess can be allocated to the Accounts of Participants, the date of termination shall be deemed to be an Annual Valuation Date for the purpose of allocating such excess and, if any portion of such excess cannot be allocated as of such deemed Annual Valuation Date by reason of the limitations of this Appendix, such remaining excess shall be returned to the Employer.

3.4. Sequence of Plans. Each step of remedial action under Section 3.2 and Section 3.3 as may be necessary to correct an excess allocation shall be made in all defined contribution plans before the next step of remedial action is made. Each such step shall be made in the defined contribution plans in the following sequence:

(i) all profit sharing and stock bonus plans containing cash or deferred arrangements,

(ii) all money purchase pension plans other than money purchase pension plans that are part of employee stock ownership plans,

(iii) all profit sharing and stock bonus plans other than profit sharing and stock bonus plans containing cash or deferred arrangements and employee stock ownership plans,

(iv) all employee stock ownership plans.

If an excess allocation occurs in two (2) or more plans in the same category, correction of the excess allocation shall be made in chronological order as determined by the effective date of each plan (using the original effective date of the plan) beginning with the most recently established plan.

APPENDIX B

CONTINGENT TOP HEAVY PLAN RULES

Incorporating amendments of Code §416 enacted by §613 of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA; P.L. 107-16; June 4, 2001) effective for years beginning after December 31, 2001.

Notwithstanding any of the foregoing provisions of the Plan Statement, if, after applying the special definitions set forth in Section 1 of this Appendix, this Plan is determined under Section 2 of this Appendix to be a top heavy plan for a Plan Year, then the special rules set forth in Section 3 of this Appendix shall apply. For so long as this Plan is not determined to be a top heavy plan, the special rules in Section 3 of this Appendix shall be inapplicable to this Plan.

SECTION 1

SPECIAL DEFINITIONS

Terms defined in the Plan Statement shall have the same meanings when used in this Appendix. In addition, when used in this Appendix, the following terms shall have the following meanings:

1.1. Aggregated Employers. Aggregated employers means the Employer and each other corporation, partnership or proprietorship which is a “predecessor” to the Employer, or is under “common control” with the Employer, or is a member of an “affiliated service group” that includes the Employer, as those terms are defined in section 414(b), (c), (m) or (o) of the Code.

1.2. Aggregation Group. Aggregation group means a grouping of this Plan and:

(a) if any Participant in the Plan is a key employee, each other qualified pension, profit sharing or stock bonus plan of the aggregated employers in which a key employee is a Participant (and for this purpose, a key employee shall be considered a Participant only during periods when he is actually accruing benefits and not during periods when he has preserved accrued benefits attributable to periods of participation when he was not a key employee), and

(b) each other qualified pension, profit sharing or stock bonus plan of the aggregated employers which is required to be taken into account for this Plan or any plan described in paragraph (a) above to satisfy the qualification requirements under section 410 or section 401(a)(4) of the Code, and

(c) each other qualified pension, profit sharing or stock bonus plan of the aggregated employers which is not included in paragraph (a) or (b) above, but which the Employer elects to include in the aggregation group and which, when included, would not cause the aggregation group to fail to satisfy the qualification requirements under section 410 or section 401(a)(4) of the Code.

1.3. Compensation. Unless the context clearly requires otherwise, compensation means the wages, tips and other compensation paid to the Participant by the Employer and reportable in the box designated “wages, tips, other compensation” on Treasury Form W-2 (or any comparable successor box or form) for the applicable period but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code). Compensation for this purpose shall include elective contributions made by the Employer on behalf of the Participant that are not includible in gross income under sections 125, 132(f), 402(e)(3), 402(h), 403(b), 414(h)(2) and 457 of the Code including elective contributions authorized by the Participant under a cafeteria plan or any qualified cash or deferred arrangement under section 401(k) of the Code. For the purposes of this Appendix (excluding Section 1.6 of this Appendix), compensation for a Plan Year shall not exceed the annual compensation limit under section 401(a)(17) of the Code (which is Two Hundred Thousand Dollars ($200,000) for the Plan Year ending December 31, 2002, as adjusted under the Code for cost-of-living increases).

1.4. Determination Date. Determination date means, for the first (1st) Plan Year of a plan, the last day of such first (1st) Plan Year, and for each subsequent Plan Year, the last day of the immediately preceding Plan Year.

1.5. Five Percent Owner. Five percent owner means for each aggregated employer that is a corporation, any person who owns (or is considered to own within the meaning of the shareholder attribution rules) more than five percent (5%) of the value of the outstanding stock of the corporation or stock possessing more than five percent (5%) of the total combined voting power of the corporation, and, for each aggregated employer that is not a corporation, any person who owns more than five percent (5%) of the capital interest or the profits interest in such aggregated employer. For the purposes of determining ownership percentages, each corporation, partnership and proprietorship otherwise required to be aggregated shall be viewed as a separate entity.

1.6. Key Employee. Key employee means each Participant (whether or not then an employee) who at any time during the Plan Year is:

(a) an officer of any aggregated employer (excluding persons who have the title of an officer but not the authority and including persons who have the authority of an officer but not the title) having an annual compensation from all aggregated employers for such Plan Year in excess of one hundred thirty thousand dollars ($130,000) for such Plan Year (adjusted as provided in section 416(i)(1)(A) of the Code), or

(b) a five percent owner, or

(c) a one percent owner having an annual compensation from the aggregated employers of more than One Hundred Fifty Thousand Dollars ($150,000);

provided, however, that no more than fifty (50) employees (or, if lesser, the greater of three of all the aggregated employers' employees or ten percent of all the aggregated employers' employees) shall be treated as officers. For the purposes of determining ownership percentages, each corporation, partnership and proprietorship otherwise required to be aggregated shall be viewed as a separate entity. For the purpose of determining compensation, all compensation received from all aggregated employers shall be taken into account. The term "key employee" shall include the beneficiaries of a deceased key employee.

1.7. One Percent Owner. One percent owner means, for each aggregated employer that is a corporation, any person who owns (or is considered to own within the meaning of the shareholder attribution rules) more than one percent (1%) of the value of the outstanding stock of the corporation or stock possessing more than one percent (1%) of the total combined voting power of the corporation, and, for each aggregated employer that is not a corporation, any person who owns more than one percent (1%) of the capital or the profits interest in such aggregated employer. For the purposes of determining ownership percentages, each corporation, partnership and proprietorship otherwise required to be aggregated shall be viewed as a separate entity.

1.8. Shareholder Attribution Rules. Shareholder attribution rules means the rules of section 318 of the Code, (except that subparagraph (C) of section 318(a)(2) of the Code shall be applied by substituting "5 percent" for "50 percent") or, if the Employer is not a corporation, the rules determining ownership in such Employer which shall be set forth in regulations prescribed by the Secretary of the Treasury.

1.9. Top Heavy Aggregation Group. Top heavy aggregation group means any aggregation group for which, as of the determination date, the sum of:

(i) the present value of the cumulative accrued benefits for key employees under all defined benefit plans included in such aggregation group, and

(ii) the aggregate of the accounts of key employees under all defined contribution plans included in such aggregation group,

exceed sixty percent (60%) of a similar sum determined for all employees. In applying the foregoing, the following rules shall be observed:

(a) For the purpose of determining the present value of the cumulative accrued benefit for any employee under a defined benefit plan, or the amount of the account of any employee under a defined contribution plan, such present value or amount shall be increased by the aggregate distributions made with respect to such employee under the plan on account of separation from service, death or disability during the one (1) year period ending on the determination date and the aggregate distributions made with respect to such employee under the plan for any other reason during the five (5) year period ending on the determination date.

(b) Any rollover contribution (or similar transfer) initiated by the employee, made from a plan maintained by one employer to a plan maintained by another employer and made after December 31, 1983, to a plan shall not be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group). Any rollover contribution (or similar transfer) not described in the preceding sentence shall be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group).

(c) If any individual is not a key employee with respect to a plan for any Plan Year, but such individual was a key employee with respect to a plan for any prior Plan Year, the cumulative accrued benefit of such employee and the account of such employee shall not be taken into account.

(d) The determination of whether a plan is a top heavy plan shall be made once for each Plan Year of the plan as of the determination date for that Plan Year.

(e) In determining the present value of the cumulative accrued benefits of employees under a defined benefit plan, the determination shall be made as of the actuarial valuation date last occurring during the twelve (12) months preceding the determination date and shall be determined on the assumption that the employees terminated employment on the valuation date except as provided in section 416 of the Code and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The accrued benefit of any employee (other than a key employee) shall be determined under the method which is used for accrual purposes for all plans of the employer or if there is no method which is used for accrual purposes under all plans of the employer, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under section 411(b)(1)(C) of the Code. In determining this present value, the mortality and interest assumptions shall be those which would be used by the Pension Benefit Guaranty Corporation in valuing the defined benefit plan if it terminated on such valuation date. The accrued benefit to be valued shall be the benefit expressed as a single life annuity.

(f) In determining the accounts of employees under a defined contribution plan, the account values determined as of the most recent asset valuation occurring within the twelve (12) month period ending on the determination date shall be used. In addition, amounts required to be contributed under either the minimum funding standards or the plan’s contribution formula shall be included in determining the account. In the first year of the plan, contributions made or to be made as of the determination date shall be included even if such contributions are not required.

(g) If any individual has not performed any services for any employer maintaining the plan at any time during the one (1) year period ending on the determination date, any accrued benefit of the individual under a defined benefit plan and the account of the individual under a defined contribution plan shall not be taken into account.

(h) For this purpose, a terminated plan shall be treated like any other plan and must be aggregated with other plans of the employer if it was maintained within the last five (5) years ending on the determination date for the Plan Year in question and would, but for the fact that it terminated, be part of the aggregation group for such Plan Year.

1.10. Top Heavy Plan. Top heavy plan means a qualified plan under which (as of the determination date):

(i) if the plan is a defined benefit plan, the present value of the cumulative accrued benefits for key employees exceeds sixty percent (60%) of the present value of the cumulative accrued benefits for all employees, and

(ii) if the plan is a defined contribution plan, the aggregate of the accounts of key employees exceeds sixty percent (60%) of the aggregate of all of the accounts of all employees.

In applying the foregoing, the following rules shall be observed:

(a) Each plan of an Employer required to be included in an aggregation group shall be a top heavy plan if such aggregation group is a top heavy aggregation group.

(b) For the purpose of determining the present value of the cumulative accrued benefit for any employee under a defined benefit plan, or the amount of the account of any employee under a defined contribution plan, such present value or amount shall be increased by the aggregate distributions made with respect to such employee under the plan on account of separation from service, death or disability during the one (1) year period ending on the determination date and the aggregate distributions made with respect to such employee under the plan for any other reason during the five (5) year period ending on the determination date.

(c) Any rollover contribution (or similar transfer) initiated by the employee, made from a plan maintained by one employer to a plan maintained by another employer and made after December 31, 1983, to a plan shall not be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group). Any rollover contribution (or similar transfer) not described in the preceding sentence shall be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group).

(d) If any individual is not a key employee with respect to a plan for any Plan Year, but such individual was a key employee with respect to the plan for any prior Plan Year, the cumulative accrued benefit of such employee and the account of such employee shall not be taken into account.

(e) The determination of whether a plan is a top heavy plan shall be made once for each Plan Year of the plan as of the determination date for that Plan Year.

(f) In determining the present value of the cumulative accrued benefits of employees under a defined benefit plan, the determination shall be made as of the actuarial valuation date last occurring during the twelve (12) months preceding the determination date and shall be determined on the assumption that the employees terminated employment on the valuation date except as provided in section 416 of the Code and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The accrued benefit of any employee (other than a key employee) shall be determined under the method which is used for accrual purposes for all plans of the employer or if there is no method which is used for accrual purposes under all plans of the employer, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under section 411(b)(1)(C) of the Code. In determining this present value, the mortality and interest assumptions shall be those which would be used by the Pension Benefit Guaranty Corporation in valuing the defined benefit plan if it terminated on such valuation date. The accrued benefit to be valued shall be the benefit expressed as a single life annuity.

(g) In determining the accounts of employees under a defined contribution plan, the account values determined as of the most recent asset valuation occurring within the twelve (12) month period ending on the determination date shall be used. In addition, amounts required to be contributed under either the minimum funding standards or the plan’s contribution formula shall be included in determining the account. In the first year of the plan, contributions made or to be made as of the determination date shall be included even if such contributions are not required.

(h) If any individual has not performed any services for any employer maintaining the plan at any time during the one (1) year period ending on the determination date, any accrued benefit of the individual under a defined benefit plan and the account of the individual under a defined contribution plan shall not be taken into account.

(i) For this purpose, a terminated plan shall be treated like any other plan and must be aggregated with other plans of the employer if it was maintained within the last five (5) years ending on the determination date for the Plan Year in question and would, but for the fact that it terminated, be part of the aggregation group for such Plan Year.

(j) A plan shall not be a top heavy plan if it consists solely of (i) a cash or deferred arrangement which meets the requirements of section 401(k)(12) of the Code, and (ii) matching contributions with respect to which the requirements of section 401(m)(11) are met. If, but for the preceding sentence, a plan would be treated as a top heavy plan because it is a member of an aggregation group which is a top heavy group, contributions under the Plan may be taken into account in determining whether any other plan in the group meets the requirements of Section 3.3.

SECTION 2

DETERMINATION OF TOP HEAVINESS

Once each Plan Year, as of the determination date for that Plan Year, the administrator of this Plan shall determine if this Plan is a top heavy plan.

SECTION 3

CONTINGENT PROVISIONS

3.1. When Applicable. If this Plan is determined to be a top heavy plan for any Plan Year, the following provisions shall apply for that Plan Year (and, to the extent hereinafter specified, for subsequent Plan Years), notwithstanding any provisions to the contrary in the Plan.

3.2. Vesting Requirement.

3.2.1. General Rule. During any Plan Year that the Plan is determined to be a Top Heavy Plan, then all accounts of all Participants in a defined contribution plan that is a top heavy plan and the accrued benefits of all Participants in a defined benefit plan that is a top heavy plan shall be vested and nonforfeitable in accordance with the following schedule if, and to the extent, that it is more favorable than other provisions of the Plan:

If the Participant Has Completed the Following Years of Vesting Service:	**His Vested Percentage Shall Be:**
Less than 2 years	0%
2 years but less than 3 years	20%
3 years but less than 4 years	40%
4 years but less than 5 years	60%
5 years but less than 6 years	80%
6 years or more	100%

3.2.2. Subsequent Year. In each subsequent Plan Year that the Plan is determined not to be a top heavy plan, the other nonforfeitability provisions of the Plan Statement (and not this section) shall apply in determining the vested and nonforfeitable rights of Participants who do not have five (5) or more years of Vesting Service (three or more years of Vesting Service for Participants who have one or more Hours of Service in any Plan Year beginning after December 31, 1988) as of the beginning of such subsequent Plan Year; provided, however, that they shall not be applied in a manner which would reduce the vested and nonforfeitable percentage of any Participant.

3.2.3. Cancellation of Benefit Service. If this Plan is a defined benefit plan and if the Participant's vested percentage is determined under this Appendix and if a Participant receives a lump sum distribution of the present value of the vested portion of his accrued benefit, the Plan shall:

(a) thereafter disregard the Participant's service with respect to which he received such distribution in determining his accrued benefit, and

(b) permit the Participant who receives a distribution of less than the present value of his entire accrued benefit to restore this service by repaying (after returning to employment covered under the Plan) to the trustee the amount of such distribution together with interest at the interest rate of five percent (5%) per annum compounded annually (or such other interest rate as is provided by law for such repayment). If the distribution was on account of severance from employment such repayment must be made before the earlier of,

(i) five (5) years after the first date on which the Participant is subsequently reemployed by the employer, or

(ii) the close of the first period of five (5) consecutive one-year breaks in service commencing after the distribution.

If the distribution was on account of any other reason, such repayment must be made within five (5) years after the date of the distribution.

3.3. Defined Contribution Plan Minimum Benefit Requirement.

3.3.1. General Rule. If this Plan is a defined contribution plan, then for any Plan Year that this Plan is determined to be a top heavy plan, the Employer shall make a contribution for allocation to the account of each employee who is a Participant for that Plan Year and who is not a key employee in an amount (when combined with other Employer contributions and forfeited accounts allocated to his account, including matching contributions as defined in section 401(m)(4)(A) of the Code) which is at least equal to three percent (3%) of such Participant's compensation. (This minimum contribution amount shall be further reduced by all other Employer contributions to this Plan or any other defined contribution plans.) This contribution shall be made for each Participant who has not separated from service with the Employer at the end of the Plan Year (including for this purpose any Participant who is then on temporary layoff or authorized leave of absence or who, during such Plan Year, was inducted into the Armed Forces of the United States from employment with the Employer) including, for this purpose, each employee of the Employer who would have been a Participant if he had: (i) completed one thousand (1,000) Hours of Service (or the equivalent) during the Plan Year, and (ii) made any mandatory contributions to the Plan, and (iii) earned compensation in excess of the stated amount required for participation in the Plan.

3.3.2. Special Rule. Subject to the following rules, the percentage referred to in Section 3.3.1 of this Appendix shall not exceed the percentage at which contributions are made (or required to be made) under this Plan for the Plan Year for that key employee for whom that percentage is the highest for the Plan Year.

(a) The percentage referred to above shall be determined by dividing the Employer contributions for such key employee for such Plan Year by his compensation for such Plan Year.

(b) For the purposes of this Section 3.3, all defined contribution plans required to be included in an aggregation group shall be treated as one (1) plan.

(c) The exception contained in this Section 3.3.2 shall not apply to (be available to) this Plan if this Plan is required to be included in an aggregation group if including this Plan in an aggregation group enables a defined benefit plan to satisfy the qualification requirements of section 410 or section 401(a)(4) of the Code.

3.4. Defined Benefit Plan Minimum Benefit Requirement.

3.4.1. General Rule. If this Plan is a defined benefit plan, then for any Plan Year that the Plan is determined to be a top heavy plan, the accrued benefit for each Participant who is not a key employee shall not be less than one-twelfth (l/12th) of the applicable percentage of the Participant's average compensation for years in the testing period.

3.4.2. Special Rules and Definitions. In applying the general rule of Section 3.4.1 of this Appendix, the following special rules and definitions shall apply:

(a) The term "applicable percentage" means the lesser of:

(i) two percent (2%) multiplied by the number of years of service with the Employer, or

(ii) twenty percent (20%).

(b) For the purpose of this Section 3.4, a Participant's years of service with the Employer shall be equal to the Participant's Vesting Service except that a year of Vesting Service shall not be taken into account if:

(i) the Plan was not a top heavy plan for any Plan Year ending during such year of Vesting Service, or

(ii) such year of Vesting Service was completed in a Plan Year beginning before January 1, 1984, or

(iii) the service occurs during a Plan Year when the Plan benefits (within the meaning of section 410(b) of the Code) no key employee or former key employee.

(c) A Participant's "testing period" shall be the period of five (5) consecutive years during which the Participant had the greatest compensation from the Employer; provided, however, that:

(i) the years taken into account shall be properly adjusted for years not included in a year of service, and

(ii) a year shall not be taken into account if such year ends in a Plan Year beginning before January 1, 1984, or such year begins after the close of the last year in which the Plan was a top heavy plan.

(d) An individual shall be considered a Participant for the purpose of accruing the minimum benefit only if such individual has at least one thousand (1,000) Hours of Service during a benefit accrual computation period (or equivalent service determined under Department of Labor regulations). Furthermore, such individual shall accrue a minimum benefit only for a benefit accrual computation period in which such individual has one thousand (1,000) Hours of Service (or equivalent service). An individual shall not fail to accrue the minimum benefit merely because the individual: (i) was not employed on a specified date, or (ii) was excluded from participation (or otherwise failed to accrue a benefit) because the individual's compensation was less than a stated amount, or (iii) because the individual failed to make any mandatory contributions.

3.4.3. Accruals Preserved. In years subsequent to the last Plan Year in which this Plan is a top heavy plan, the other benefit accrual rules of the Plan Statement shall be applied to determine the accrued benefit of each Participant, except that the application of such other rules shall not serve to reduce a Participant's accrued benefit as determined under this Section 3.4.

3.5. Priorities Among Plans. In applying the minimum benefit provisions of this Appendix in any Plan Year that this Plan is determined to be a top heavy plan, the following rules shall apply:

(a) If an employee participates only in this Plan, the employee shall receive the minimum benefit applicable to this Plan.

(b) If an employee participates in both a defined benefit plan and a defined contribution plan and only one (1) of such plans is a top heavy plan for the Plan Year, the employee shall receive the minimum benefit applicable to the plan which is a top heavy plan.

(c) If an employee participates in both a defined contribution plan and a defined benefit plan and both are top heavy plans, then the employee, for that Plan Year, shall receive the defined benefit plan minimum benefit unless for that Plan Year the employee has received employer contributions and forfeitures allocated to his account in the defined contribution plan in an amount which is at least equal to five percent (5%) of his compensation.

(d) If an employee participates in two (2) or more defined contribution plans which are top heavy plans, then the employee, for that Plan Year, shall receive the defined contribution plan minimum benefit in that defined contribution plan which has the earliest original effective date.

3.6. Bargaining Units. The requirements of Section 3.2 through Section 3.5 of this Appendix shall not apply with respect to any employee included in a unit of employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one (1) or more employers if there is evidence that retirement benefits are the subject of good faith bargaining between such employee representatives and such employer or employers.

APPENDIX C

QUALIFIED DOMESTIC RELATIONS ORDERS

SECTION 1

GENERAL MATTERS

Terms defined in the Plan Statement shall have the same meanings when used in this Appendix.

1.1. General Rule. The Plan shall not honor the creation, assignment or recognition of any right to any benefit payable with respect to a Participant pursuant to a domestic relations order unless that domestic relations order is a qualified domestic relations order.

1.2. Alternate Payee Defined. The only persons eligible to be considered alternate payees with respect to a Participant shall be that Participant’s spouse, former spouse, child or other dependent.

1.3. DRO Defined. A domestic relations order is any judgment, decree or order (including an approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of a Participant and which is made pursuant to a state domestic relations law (including a community property law).

1.4. QDRO Defined. A qualified domestic relations order is a domestic relations order which creates or recognizes the existence of an alternate payee’s right to (or assigns to an alternate payee the right to) receive all or a portion of the Account of a Participant under the Plan and which satisfies all of the following requirements.

1.4.1. Names and Addresses. The order must clearly specify the name and the last known mailing address, if any, of the Participant and the name and mailing address of each alternate payee covered by the order.

1.4.2. Amount. The order must clearly specify the amount or percentage of the Participant’s Account to be paid by the Plan to each such alternate payee or the manner in which such amount or percentage is to be determined.

1.4.3. Payment Method. The order must clearly specify the number of payments or period to which the order applies.

1.4.4. Plan Identity. The order must clearly specify that it applies to this Plan.

1.4.5. Settlement Options. Except as provided in Section 1.4.8 of this Appendix, the order may not require the Plan to provide any type or form of benefits or any option not otherwise provided under the Plan.

1.4.6. Increased Benefits. The order may not require the Plan to provide increased benefits.

1.4.7. Prior Awards. The order may not require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

1.4.8. Exceptions. The order will not fail to meet the requirements of Section 1.4.5 of this Appendix if:

(a) The order requires payment of benefits be made to an alternate payee before the Participant has separated from service but as of a date that is on or after the date on which the Participant attains (or would have attained) the earliest payment date described in Section 1.4.10 of this Appendix; and

(b) The order requires that payment of benefits be made to an alternate payee as if the Participant had retired on the date on which payment is to begin under such order (but taking into account only the present value of benefits actually accrued); and

(c) The order requires payment of benefits to be made to an alternate payee in any form in which benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the alternate payee and his or her subsequent spouse).

In lieu of the foregoing, the order will not fail to meet the requirements of Section 1.4.5 of this Appendix if the order: (1) requires that payment of benefits be made to an alternate payee in a single lump sum as soon as is administratively feasible after the order is determined to be a qualified domestic relations order, and (2) does not contain any of the provisions described in Section 1.4.9 of this Appendix, and (3) provides that the payment of such single lump sum fully and permanently discharges all obligations of the Plan to the alternate payee.

1.4.9. Deemed Spouse. Notwithstanding the foregoing:

(a) The order may provide that the former spouse of a Participant shall be treated as a surviving spouse of such Participant for the purposes of Section 7 of the Plan Statement (and that any subsequent or prior spouse of the Participant shall not be treated as a spouse of the Participant for such purposes), and

(b) The order may provide that, if the former spouse has been married to the Participant for at least one (1) year at any time, the surviving former spouse shall be deemed to have been married to the Participant for the one (1) year period ending on the date of the Participant's death.

1.4.10. Payment Date Defined. For the purpose of Section 1.4.8 of this Appendix, the earliest payment date means the earlier of:

(a) The date on which the Participant is entitled to a distribution under the Plan; or

(b) The later of (i) the date the Participant attains age fifty (50) years, or (ii) the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant separated from service.

SECTION 2

PROCEDURES

2.1. Actions Pending Review. During any period when the issue of whether a domestic relations order is a qualified domestic relations order is being determined by the Committee, the Committee shall cause the Plan to separately account for the amounts which would be payable to the alternate payee during such period if the order were determined to be a qualified domestic relations order.

2.2. Reviewing DROs. Upon the receipt of a domestic relations order, the Committee shall determine whether such order is a qualified domestic relations order.

2.2.1. Receipt. A domestic relations order shall be considered to have been received only when the Committee shall have received a copy of a domestic relations order which is complete in all respects and is originally signed, certified or otherwise officially authenticated.

2.2.2. Notice to Parties. Upon receipt of a domestic relations order, the Committee shall notify the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant that such domestic relations order has been received. The Committee shall include with such notice a copy of this Appendix.

2.2.3. Comment Period. The Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant shall be afforded a comment period of thirty (30) days from the date such notice is mailed by the Committee in which to make comments or objections to the Committee concerning whether the domestic relations order is a qualified domestic relations order. By the unanimous written consent of the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant, the thirty (30) day comment period may be shortened.

2.2.4. Initial Determination. Within a reasonable period of time after the termination of the comment period, the Committee shall give written notice to the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant of its decision that the domestic relations order is or is not a qualified domestic relations order. If the Committee determines that the order is not a qualified domestic relations order or if the Committee determines that the written objections of any party to the order being found a qualified domestic relations order are not valid, the Committee shall include in its written notice:

(i) the specific reasons for its decision;

(ii) the specific reference to the pertinent provisions of this Plan Statement upon which its decision is based;

(iii) a description of additional material or information, if any, which would cause the Committee to reach a different conclusion; and

(iv) an explanation of the procedures for reviewing the initial determination of the Committee.

2.2.5. Appeal Period. The Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant shall be afforded an appeal period of sixty (60) days from the date such an initial determination and explanation is mailed in which to make comments or objections concerning whether the original determination of the Committee is correct. By the unanimous written consent of the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant, the sixty (60) day appeal period may be shortened.

2.2.6. Final Determination. In all events, the final determination of the Committee shall be made not later than eighteen (18) months after the date on which first payment would be required to be made under the domestic relations order if it were a qualified domestic relations order. The final determination shall be communicated in writing to the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant.

2.3. Final Disposition. If the domestic relations order is finally determined to be a qualified domestic relations order and all comment and appeal periods have expired, the Plan shall pay all amounts required to be paid pursuant to the domestic relations order to the alternate payee entitled thereto. If the domestic relations order is finally determined not to be a qualified domestic relations order and all comment and appeal periods have expired, benefits under the Plan shall be paid to the person or persons who would have been entitled to such amounts if there had been no domestic relations order.

2.4. Orders Being Sought. If the Committee has notice that a domestic relations order is being or may be sought but has not received the order, the Committee shall not (in the absence of a written request from the Participant) delay payment of benefits to a Participant or Beneficiary which otherwise would be due. If the Committee has determined that a domestic relations order is not a qualified domestic relations order and all comment and appeal periods have expired, the Committee shall not (in the absence of a written request from the Participant) delay payment of benefits to a Participant or Beneficiary which otherwise would be due even if the Committee has notice that the party claiming to be an alternate payee or the Participant or both are attempting to rectify any deficiencies in the domestic relations order. Notwithstanding the above, after the commencement of a divorce action, the Committee shall comply with a restraining order, duly issued by the court handling the divorce, reasonably prohibiting the disposition of a Participant's benefits pending the submission to the Committee of a domestic relations order or prohibiting the disposition of a Participant's benefits pending resolution of a dispute with respect to a domestic relations order.

SECTION 3

PROCESSING OF AWARD

3.1. General Rules. If a benefit is awarded to an alternate payee pursuant to an order which has been finally determined to be a qualified domestic relations order, the following rules shall apply.

3.1.1. Source of Award. If a Participant shall have a Vested interest in more than one Account under the Plan, the benefit awarded to an alternate payee shall be withdrawn from the Participant's Accounts in proportion to his Vested interest in each of them.

3.1.2. Effect on Account. For all purposes of the Plan, the Participant's Account (and all benefits payable under the Plan which are derived in whole or in part by reference to the Participant's Account) shall be permanently diminished by the portion of the Participant's Account which is awarded to the alternate payee. The benefit awarded to an alternate payee shall be considered to have been a distribution from the Participant's Account for the limited purpose of applying any rules of the Plan Statement relating to distributions from an Account that is only partially Vested.

3.1.3. After Death. After the death of an alternate payee, all amounts awarded to the alternate payee which have not been distributed to the alternate payee and which continue to be payable shall be paid in a single lump sum distribution to the personal representative of the alternate payee's estate as soon as administratively feasible, unless the qualified domestic relations order clearly provides otherwise. The Participant's Beneficiary designation shall not be effective to dispose of any portion of the benefit awarded to an alternate payee, unless the qualified domestic relations order clearly provides otherwise.

3.1.4. In-Service Benefits. Any in-service distribution provisions of the Plan Statement shall not be applicable to the benefit awarded to an alternate payee.

3.2. Segregated Account. If the Committee determines that it would facilitate the administration or the distribution of the benefit awarded to the alternate payee or if the qualified domestic relations order so requires, the benefit awarded to the alternate payee shall be established on the books and records of the Plan as a separate account belonging to the alternate payee.

3.3. Former Alternate Payees. If an alternate payee has received all benefits to which the alternate payee is entitled under a qualified domestic relations order, the alternate payee will not at any time thereafter be deemed to be an alternate payee or prior alternate payee for any substantive or procedural purpose of this Plan.

APPENDIX D

401(k), 401(m) & 402(g) COMPLIANCE

Introduction. This Appendix D contains rules for complying with the nondiscrimination provisions of sections 401(k) and 401(m) of the Code and the limitations imposed under section 402(g) of the Code.

Priority. Determinations under this Appendix shall be made in the following order:

(1) Excess deferrals under Section 1,

(2) Excess contributions under Section 2,

(3) Excess aggregate contributions under Section 3.

The amount of excess contributions shall be reduced by excess deferrals previously distributed to such Participant for the Participant's taxable year ending with or within such Plan Year.

SECTION 1

SECTION 402(g) COMPLIANCE

1.1. Excess Deferrals.

1.1.1. In General. A Participant may attribute to this Plan any excess deferrals made during a taxable year of the Participant by notifying the Committee in writing not later than the March 1 following such taxable year of the amount of the excess deferral to be assigned to the Plan. A Participant shall be deemed to have notified the Plan of excess deferrals to the extent the Participant has excess deferrals for the taxable year calculated by taking into account only the amount of elective contributions allocated to the Participant's Retirement Savings Account and to any other plan of the Employer and Affiliates. Notwithstanding any other provision of the Plan Statement, a Participant's excess deferrals, plus any income and minus any loss allocable thereto, shall be distributed to the Participant no later than the first April 15 following the close of the Participant's taxable year.

1.1.2. Definitions. For purposes of this Appendix, excess deferrals shall mean the amount of elective contributions allocated to the Participant's Retirement Savings Account for a Participant's taxable year and which the Participant or the Employer, where applicable, allocates to this Plan pursuant to the claim procedure described below.

1.1.3. Claims. The Participant's claim shall be in writing; shall be submitted to the Committee not later than March 1 with respect to the immediately preceding taxable year; shall specify the amount of the Participant's excess deferrals for the preceding taxable year; and shall be accompanied by the Participant's written statement that if such amounts are not distributed, such excess deferrals, when added to amounts deferred under other plans or arrangements described in sections 401(k), 408(k) or 403(b) of the Code, will exceed the limit imposed on the Participant by section 402(g) of the Code for the taxable year in which the deferral occurred. The Employer shall notify the Plan on behalf of the Participant where the excess deferrals occur in the Plan or the combined plans of the Employer and Affiliates.

1.1.4. Determination of Income or Loss. The excess deferrals shall be adjusted for income or loss. Unless the Committee directs otherwise in writing, the income or loss allocable to excess deferrals shall be determined by multiplying the income or loss allocable to the Participant’s elective contributions for the Plan Year ending within such preceding taxable year by a fraction, the numerator of which is the excess deferrals on behalf of the Participant for such preceding taxable year and the denominator of which is the Participant’s Retirement Savings Account balance attributable to elective contributions on the Valuation Date coincident with or immediately before the last day of such preceding taxable year without regard to any income or loss occurring during such taxable year.

1.1.5. Accounting for Excess Deferrals. Excess deferrals shall be distributed from the Participant’s Retirement Savings Account.

1.1.6. Orphaned Matching Contributions. If excess deferrals are distributed pursuant to this Section 1.1, applicable matching contributions under Section 3.3 of the Plan Statement shall be treated as forfeitures and reallocated as provided in Section 6.2 of the Plan Statement.

SECTION 2

SECTION 401(k) COMPLIANCE

2.1. Section 401(k) Compliance.

2.1.1. Safe Harbor Compliance. If the Plan satisfies the requirements of section 401(k)(12) of the Code for any Plan Year beginning after December 31, 1998, the provisions of this Section 2.1 of Appendix D shall not apply to the Plan for such Plan Year.

2.1.2. Special Definitions. For purposes of this Section 2, the following special definitions shall apply:

(a) An eligible employee means an individual who is entitled to provide a Retirement Savings Election for all or a part of the Plan Year (whether or not the individual does so).

(b) An eligible Highly Compensated Employee means an eligible employee who is a Highly Compensated Employee.

(c) Deferral percentage means the ratio (calculated separately for each eligible employee) of:

(i) the total amount, for the Plan Year, of Employer contributions credited to the eligible employee's Retirement Savings Account excluding any Employer contributions to the Retirement Savings Account used in determining the contribution percentage in Section 3.1.2(c)(i) and including, if the Committee elects, all or a portion of the amount of Employer contributions credited to the eligible employee's Employer Matching Account that are not used in determining the contribution percentage in Section 3.1.2(c)(i), to

(ii) the eligible employee's Recognized Compensation for the portion of such Plan Year that the employee is an eligible employee.

For this purpose, Employer contributions will be considered made in the Plan Year if they are allocated as of a date during such Plan Year and are delivered to the Trustee within twelve (12) months after the end of such Plan Year.

(d) Average deferral percentage means, for a specified group of eligible employees for the Plan Year, the average of the deferral percentages for all eligible employees in such group.

2.1.3. Special Rules. For purposes of this Section 2.1, the following special rules apply:

(a) Rounding. The deferral percentage of each eligible employee and the average deferral percentage for each group of eligible employees shall be calculated to the nearest one-hundredth of one percent.

(b) Multiple Plans. In the case of an eligible Highly Compensated Employee who participates in any other plan of the Employer and Affiliates (other than an employee stock ownership plan described in sections 409(a) and 4975(e)(7) of the Code) to which Employer contributions are made on behalf of the eligible Highly Compensated Employee pursuant to a salary reduction agreement, all such Employer contributions, and if used to determine the deferral percentage of eligible employees, matching contributions (as defined in section 401(m)(4)(A) of the Code which meet the requirements of sections 401(k)(2)(B) and 401(k)(2)(C) of the Code) shall be aggregated for purposes of determining the eligible Highly Compensated Employee's deferral percentage; provided, however, that such Employer contributions made under an employee stock ownership plan shall not be aggregated.

(c) Permissive Aggregation. If this Plan satisfies the requirements of sections 401(k), 401(a)(4) or 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this Section 2.1 shall be applied by determining the average deferral percentage of eligible employees as if all such plans were a single plan. Plans may be aggregated in order to satisfy section 401(k) of the Code only if they have the same Plan Year and use the same 401(k) testing method.

2.1.4. The 401(k) Tests. Notwithstanding the foregoing provisions, at least one of the following two (2) tests must be satisfied for each Plan Year:

Test 1: The average deferral percentage for the group of eligible Highly Compensated Employees for the current Plan Year is not more than the average deferral percentage of all other eligible employees for the current Plan Year multiplied by one and twenty-five hundredths (1.25).

Test 2: The excess of the average deferral percentage for the group of eligible Highly Compensated Employees for the current Plan Year over the average deferral percentage of all other eligible employees for the current Plan Year is not more than two (2) percentage points, and the average deferral percentage for the group of eligible Highly Compensated Employees for the current Plan Year is not more than the average deferral percentage of all other eligible employees for the current Plan Year multiplied by two (2).

The Committee may, however, elect in accordance with further guidance issued by the Secretary of the Treasury to substitute the average deferral percentage of all other eligible employees for the preceding Plan Year for the average deferral percentage of all other eligible employees for the current Plan Year in Tests 1 and 2 above. Any election made by the Committee to use the average deferral percentage of all other eligible employees for the preceding Plan Year in Tests 1 and 2 above, may only be changed in the manner prescribed by the Secretary of the Treasury.

2.1.5. Preventative Action Prior to Plan Year End. If the Committee determines that neither of the tests described in Section 2.1.4 will be satisfied (or may not be satisfied) for a Plan Year, then during such Plan Year, the Committee may from time to time establish (and modify) a maximum amount of contributions that can be made pursuant to a Retirement Savings Election by eligible Highly Compensated Employees that is less than the amount that would otherwise be permitted. No contributions shall be permitted to be made in excess of that maximum after the date such maximum is effective. The Committee shall prescribe rules concerning such modifications, including the frequency of applying the tests described in Section 2.1.4 and the commencement and termination dates for any modifications.

2.2. Distribution of Excess Contributions.

2.2.1. In General. Notwithstanding any other provision of the Plan Statement, excess contributions for a Plan Year, plus any income and minus any loss allocable thereto, shall be distributed no later than the last day of the following Plan Year, to eligible Highly Compensated Employees as determined in this Section.

2.2.2. Determining Excess Contributions. For purposes of this Section 2.2, excess contributions shall mean, with respect to any Plan Year, the excess of:

(a) the aggregate amount of Employer contributions taken into account in computing the average deferral percentage of eligible Highly Compensated Employees for such Plan Year, over

(b) the maximum amount of such contributions permitted by the section 401(k) test described in Section 2.1 of this Appendix. Such maximum amount of contributions shall be determined by reducing (not distributing) eligible Highly Compensated Employees' contributions as follows:

(i) The contributions made pursuant to a Retirement Savings Election of the eligible Highly Compensated Employee who has the highest deferral percentage (as defined in Section 2.1 of this Appendix) shall be reduced by the amount required to cause such eligible Highly Compensated Employee's deferral percentage to equal the next highest deferral percentage of an eligible Highly Compensated Employee.

(ii) If neither the tests is satisfied after such reduction, the contributions made pursuant to a Retirement Savings Election of the eligible Highly Compensated Employees who then have the highest deferral percentage (including those eligible Highly Compensated Employees whose contributions were reduced under (i) above) shall be reduced by the amount required to cause such eligible Highly Compensated Employees' deferral percentage to equal the next highest deferral percentage of an eligible Highly Compensated Employee.

(iii) If neither of the tests is satisfied after such reduction, this method of reduction shall be repeated one or more additional times until one of the tests is satisfied.

2.2.3. Method of Distributing Excess Contributions. Excess contributions, plus any income and minus any loss allocable thereto, shall be distributed from the Retirement Savings Account and Employer Matching Account, if applicable, in proportion to the Participant's elective contributions and matching contributions, if applicable, (as defined in section 401(m)(4)(A) of the Code which meet the requirements of sections 401(k)(2)(B) and 401(k)(2)(C) of the Code) for the Plan Year. The amount of excess contributions to be distributed on behalf of each eligible Highly Compensated Employee for the Plan Year shall be equal to the amount of reduction determined as follows:

(a) The contributions made pursuant to a Retirement Savings Election of the eligible Highly Compensated Employee who has the highest dollar amount of such contributions shall be reduced by the amount required to cause such eligible Highly Compensated Employee's contributions to equal the next highest dollar amount contributed by eligible Highly Compensated Employees (and the amount credited pursuant to Section 3.2 of the Plan Statement, and the applicable amount, if any, credited pursuant to Section 3.3 of the Plan Statement shall be reduced accordingly).

(b) If any excess contributions remain after performing (a), then the eligible Highly Compensated Employees who have the next highest dollar amount of contributions made pursuant to a Retirement Savings Election (including those eligible Highly Compensated Employees reduced under (a) above) shall be reduced by the amount required to cause such eligible Highly Compensated Employees' contributions to equal the next highest dollar amount contributed by eligible Highly Compensated Employees (and the amount credited pursuant to Section 3.2 of the Plan Statement, and the applicable amount, if any, credited pursuant to Section 3.3 of the Plan Statement shall be reduced accordingly).

(c) If any excess contributions remain after performing (a) and (b), this method of reduction shall be repeated one or more additional times until no excess contributions remain.

Provided, however, if the total amount of reduction determined in (a), (b) and (c) would be greater than the amount of excess contributions, then the final reduction amount shall be decreased so that the total amount of reductions equals the amount of excess contributions.

2.2.4. Determination of Income or Loss. The excess contributions to be distributed to any eligible Highly Compensated Employee shall be adjusted for income or loss. Unless the Committee directs otherwise in writing, the income or loss allocable to excess contributions to be distributed shall be determined by multiplying the income or loss allocable to the eligible Highly Compensated Employee's elective contributions, and if used to determine an eligible Highly Compensated Employee's deferral percentage under Section 2.1 of this Appendix, matching contributions (as defined in section 401(m)(4) of the Code which meet the requirements of sections 401(k)(2)(B) and 401(k)(2)(C) of the Code) for the Plan Year by a fraction, the numerator of which is the excess contributions to be distributed to the eligible Highly Compensated Employee for the Plan Year and the denominator of which is the sum of the eligible Highly Compensated Employee's account balances attributable to elective contributions and such matching contributions on the last day of the Plan Year, without regard to any income or loss occurring during such Plan Year.

2.2.5. Orphaned Matching Contributions. If excess contributions are distributed pursuant to this Section 2.2, applicable matching contributions under Section 3.3 of the Plan Statement shall be treated as forfeitures and reallocated as provided in Section 6.2 of the Plan Statement.

2.3. Section 401(k) Curative Allocation.

2.3.1. Amount and Eligibility. If neither of the section 401(k) tests set forth in Section 2.1 of this Appendix has been satisfied and a distribution of "excess contributions" has not been made pursuant to Section 2.2 of this Appendix, then the Employer shall make a discretionary contribution for that Plan Year. Forfeitures shall not be included in this allocation. Only those Participants who were not eligible Highly Compensated Employees for that Plan Year and for whom some contribution was made pursuant to Section 3.2 of the Plan Statement for such Plan Year shall share in such allocation. This allocation shall be made first to the Participant with the least amount of compensation and then, in ascending order of compensation, to other Participants. The amount of the Employer discretionary contribution to be so allocated shall be that amount required to cause the Plan to satisfy either of the section 401(k) tests set forth in Section 2.1 of this Appendix for the Plan Year; provided, however, that in no case shall amounts be so allocated to cause a Participant's deferral percentage to exceed twenty percent (20%). Such Employer discretionary contribution shall be treated as elective contributions subject to section 1.401(k)-1(b)(5) of the Income Tax Regulations, which is incorporated herein.

2.3.2. Crediting to Account. The Employer discretionary contribution which is so allocated to a Participant shall be allocated to that Participant's Retirement Savings Account for the Plan Year with respect to which it is made and, for the purposes of Section 4, shall be credited as soon as practicable after it is received by the Trustee.

SECTION 3

SECTION 401(m) COMPLIANCE

3.1. Section 401(m) Compliance.

3.1.1. Safe Harbor Compliance. If the Plan satisfies the requirements of section 401(m)(11) of the Code for any Plan Year beginning after December 31, 1998, the provisions of this Section 3.1 of Appendix D shall not apply to the Plan for such Plan Year.

3.1.2. Special Definitions. For purposes of this Section 3, the following special definitions shall apply:

(a) An eligible employee means an individual who is eligible to receive an Employer matching contribution for any portion of the Plan Year (whether or not the individual does so).

(b) An eligible Highly Compensated Employee means an eligible employee who is a Highly Compensated Employee.

(c) Contribution percentage means the ratio (calculated separately for each eligible employee) of:

(i) the total amount, for the Plan Year, of Employer contributions credited to the eligible employee’s Employer Matching Account excluding any Employer matching contributions used in determining the deferral percentage under Section 2.1.2(c)(i) of this Appendix, and including, if the Committee elects, all or a portion of the Employer contributions credited to the eligible employee’s Retirement Savings Account, provided that the 401(k) compliance testing under Section 2.1 of this Appendix is satisfied both with and without exclusion of such Employer contributions, to

(ii) the eligible employee’s Recognized Compensation for the portion of such Plan Year that the employee is an eligible employee.

For this purpose, Employer contributions will be considered made in the Plan Year if they are allocated as of a date during such Plan Year and are delivered to the Trustee within twelve (12) months after the end of such Plan Year.

(d) Average contribution percentage means, for a specified group of eligible employees for the Plan Year, the average of the contribution percentages for all eligible employees in such group.

3.1.3. Special Rules. For purposes of this Section 3.1, the following special rules apply:

(a) Rounding. The contribution percentage of each eligible employee and the average contribution percentage for each group of eligible employees shall be calculated to the nearest one-hundredth of one percent.

(b) Multiple Plans. In the case of an eligible Highly Compensated Employee who participates in any other plan of the Employer and Affiliates (other than an employee stock ownership plan described in sections 409(a) and 4975(e)(7) of the Code) to which Employer matching contributions are made on behalf of the eligible Highly Compensated Employee, all such Employer matching contributions, and if used to determine the contribution percentage of eligible employees, Employer contributions made pursuant to a salary reduction agreement shall be aggregated for purposes of determining the eligible Highly Compensated Employee’s contribution percentage; provided, however, that such Employer contributions made under an employee stock ownership plan shall not be aggregated.

(c) Permissive Aggregation. If this Plan satisfies the requirements of sections 401(m), 401(a)(4) or 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this

Plan, then this Section 3.1 shall be applied by determining the average contribution percentage of eligible employees as if all such plans were a single plan. Plans may be aggregated in order to satisfy section 401(m) of the Code only if they have the same Plan Year and they use the same 401(m) testing method.

3.1.4. The 401(m) Tests. Notwithstanding the foregoing provisions, at least one of the following two tests must be satisfied for each Plan Year:

Test 1: The average contribution percentage for the group of eligible Highly Compensated Employees for the current Plan Year is not more than the average contribution percentage of all other eligible employees for the current Plan Year multiplied by one and twenty-five hundredths (1.25).

Test 2: The excess of the average contribution percentage for the group of eligible Highly Compensated Employees for the current Plan Year over the average contribution percentage of all other eligible employees for the current Plan Year is not more than two (2) percentage points, and the average contribution percentage for the group of eligible Highly Compensated Employees for the current Plan Year is not more than the average contribution percentage of all other eligible employees for the current Plan Year multiplied by two (2).

The Committee may, however, elect in accordance with further guidance issued by the Secretary of the Treasury to substitute the average contribution percentage of all other eligible employees for the preceding Plan Year for the average contribution percentage of all other eligible employees for the current Plan Year in Tests 1 and 2 above. Any election made by the Committee to use the average contribution percentage of all other eligible employees for the preceding Plan Year in Tests 1 and 2 above may only be changed in the manner prescribed by the Secretary of the Treasury.

3.1.5. Preventative Action Prior to Plan Year End. If the Committee determines that neither of the tests described in Section 3.1.4 will be satisfied (or may not be satisfied) for a Plan Year, then during such Plan Year, the Committee may from time to time establish (and modify) maximums for Employer matching contributions of eligible Highly Compensated Employees that are less than the contributions which would otherwise be permitted or provided. No Employer matching contributions shall be made in excess of such maximums after the date such maximums are effective. The Committee shall prescribe rules concerning such modifications, including the frequency of applying the tests designed in Section 3.1.4 and the commencement and termination dates for any modifications.

3.2. Distribution of Excess Aggregate Contributions.

3.2.1. In General. Notwithstanding any other provision of the Plan Statement, excess aggregate contributions, plus any income and minus any loss allocable thereto, shall be distributed no later than the last day of the following Plan Year to eligible Highly Compensated Employees as determined in this Section.

3.2.2. Determining Excess Aggregate Contributions. For purposes of this Section, excess aggregate contributions shall mean, with respect to any Plan Year, the excess of:

(a) the aggregate amount of contributions taken into account in computing the average contribution percentage of eligible Highly Compensated Employees for such Plan Year, over

(b) the maximum amount of such contributions permitted by the section 401(m) tests described in Section 3.1 of this Appendix. Such maximum amount of contributions shall be determined by reducing (not distributing) eligible Highly Compensated Employees' contributions as follows:

(i) The Employer matching contributions for the eligible Highly Compensated Employee who has the highest contribution percentage shall be reduced by the amount required to cause such eligible Highly Compensated Employee's contribution percentage to equal the next highest contribution percentage of an eligible Highly Compensated Employee.

(ii) If neither of the tests is satisfied after such reduction, the Employer matching contributions for eligible Highly Compensated Employees who then have the highest contribution percentage (including those reduced under (i) above) shall be reduced by the amount required to cause such eligible Highly Compensated Employees' contribution percentage to equal the next highest contribution percentage of an eligible Highly Compensated Employee.

(iii) If neither of the tests is satisfied after such reductions, this method of reduction shall be repeated one or more additional times until one of the tests is satisfied.

3.2.3. Distribution of Excess Aggregate Contributions. Excess aggregate contributions, plus any income and minus any loss allocable thereto, shall be distributed from the Participant's Employer Matching Account (and, if applicable, the Participant's Retirement Savings Account in proportion to the Participant's Employer matching contributions, and if used to determine the contribution percentage under Section 3.1 of this Appendix, elective contributions for the Plan Year. The amount of excess aggregate contributions to be distributed on behalf of each eligible Highly Compensated Employee for the Plan Year shall be equal to the amount of reduction determined as follows:

(a) The Employer matching contributions of the eligible Highly Compensated Employee who has the highest dollar amount of such contributions shall be reduced by the amount required to cause such eligible Highly Compensated Employee's contributions to equal the next highest dollar amount received by eligible Highly Compensated Employees.

(b) If any excess aggregate contributions remain after performing (a), then the eligible Highly Compensated Employees who have the next highest dollar amount of Employer matching contributions (including those reduced under (a) above) shall be reduced by the amount required to cause such eligible Highly Compensated Employees' contributions to equal the next highest dollar amount received by eligible Highly Compensated Employees.

(c) If any excess aggregate contributions remain after performing (a) and (b), this method of reduction shall be repeated one or more additional times until no excess aggregate contributions remain.

Provided, however, if the total amount of reduction determined in (a) through (c) would be greater than the amount of excess aggregate contributions, then the final reduction amount shall be decreased so that the total amount of reductions equals the amount of excess aggregate contributions.

3.2.4. Determination of Income or Loss. The excess aggregate contributions to be distributed to any eligible Highly Compensated Employee shall be adjusted for income or loss. Unless the Committee directs otherwise in writing, the income or loss allocable to excess aggregate contributions to be distributed shall be determined by multiplying the income or loss allocable to the eligible Highly Compensated Employee's Employer matching contributions (to the extent used to determine the eligible Highly Compensated Employee's contribution percentage under Section 3.1 of this Appendix), and if used to determine an eligible Highly Compensated Employee's contribution percentage under Section 3.1 of this Appendix, elective contributions for the Plan Year by a fraction, the numerator of which is the excess aggregate contributions to be distributed to the eligible Highly Compensated Employee for the Plan Year and the denominator of which is the sum of the eligible Highly Compensated Employee's account balances attributable to Employer matching contributions and such elective contributions on the last day of the Plan Year, without regard to any income or loss occurring during such Plan Year.

3.2.5. Orphaned Matching Contributions. If elective contributions treated as excess aggregate contributions are distributed pursuant to this Section 3.2, applicable matching contributions under Section 3.3 of the Plan Statement shall be treated as forfeitures and reallocated as provided in Section 6.2.

3.3. Section 401(m) Curative Allocation.

3.3.1. Amount and Eligibility. If neither of the section 401(m) tests set forth in Section 3.1 of this Appendix has been satisfied and a distribution of "excess aggregate contributions" has not been made pursuant to Section 3.2 of this Appendix, then the Employer shall make an additional matching contribution for that Plan Year. Forfeitures shall not be included in this allocation. Only those Participants who were not eligible Highly Compensated

Employees for that Plan Year and who were entitled to receive an Employer matching contribution shall share in such allocation. This allocation shall be made first to the Participant with the least amount of compensation and then, in ascending order of compensation, to other Participants. The amount of the Employer matching contribution to be so allocated shall be that amount required to cause the Plan to satisfy either of the section 401(m) tests set forth in Section 3.1 of this Appendix for the Plan Year.

3.3.2. Crediting to Account. The Employer matching contribution which is so allocated to a Participant shall be allocated to that Participant's Employer Matching Account for the Plan Year with respect to which it is made and, for the purposes of Section 4, shall be credited as soon as practicable after it is received by the Trustee.

APPENDIX E

DISTRIBUTION OF PENSION ACCOUNTS

SECTION 1

INTRODUCTION

If a distribution is requested from a Participant's Pension Account, the distribution rules of Section 7 of the Plan Statement shall apply, as modified by this Appendix E. Terms defined in the Plan Statement shall have the same meaning when used in this Appendix. In addition, when used in this Appendix, the following terms shall have the following meanings:

1.1. Life Annuity Contract. A Life Annuity contract is an immediate annuity contract issued as an individual policy or under a group or master contract which provides for a monthly annuity payable to and for (i) the lifetime of an unmarried Participant beginning as of the date of distribution, or (ii) the lifetime of the surviving spouse of a Participant beginning as of the date of distribution. The contract shall be a Life Annuity contract only if it is issued on a premium basis which does not discriminate on the basis of the sex of the Participant or the surviving spouse.

1.2. QJ&SA Contract. A QJ&SA contract is an immediate annuity contract issued as an individual policy or under a master or group contract which provides for a monthly annuity payable to and for the lifetime of the Participant beginning as of the date of distribution with a survivor annuity payable monthly after the death of the Participant to and for the lifetime of the surviving spouse of the Participant (to whom the Participant was married on the date as of which the first payment is due) in an amount equal to fifty percent (50%) of the amount payable during the joint lives of the Participant and the surviving spouse. The contract shall be a QJ&SA contract only if it is issued on a premium basis which does not discriminate on the basis of the sex of the Participant or the surviving spouse.

SECTION 2

DISTRIBUTIONS TO PARTICIPANTS

2.1. Spousal Consent Required. If a Participant's Vested Total Account exceeds Five Thousand Dollars ($5,000) at the time of distribution, the consent of such Participant's spouse shall be required to make distributions from the Plan in any form other than a QJ&SA Contract.

2.2. Forms of Distribution. At the direction of the Committee (subject to Section 2.3 of this Appendix E), the Trustee shall make distribution of the Participant's Vested Pension Account to the Participant in one of the following ways as the Participant shall designate:

(a) Lump Sum. Distribution of a Participant's Vested Total Account shall be made in a single lump sum.

(b) Life Annuities. Distribution of a Participant's Vested Total Account shall be made in a lump sum, and with respect to a Participant's Vested Pension Account, by purchasing and distributing a single premium, immediate (not deferred), fixed (not variable) annuity contract which shall be nontransferable to anyone but the issuer, and which shall provide for benefits which are hereinafter defined as a QJ&SA contract in the case of a married Participant, or a Life Annuity contract in the case of an unmarried Participant.

2.3. Presumptive Form. The selection of a form of distribution shall be subject, however, to the following rules:

(a) Required Lump Sum. If the value of the Participant's Vested Total Account does not exceed Five Thousand Dollars ($5,000), the only form of distribution available is a single lump sum. If the value of the Participant's Vested Total Account does not exceed One Thousand Dollars ($1,000), the distribution shall be made in a single lump sum without an application for distribution as provided in Section 7.1.1(a).

(b) Married Participant. In the case of any distribution which is to be made:

(i) when paragraph (a) above is not applicable, and

(ii) to a Participant who is married on the date when such distribution is to be made, and

(iii) to a Participant who has not rejected distribution in the form of a QJ&SA contract,

distribution shall be effected for such Participant by applying the entire Vested Pension Account to purchase and distribute to such Participant a QJ&SA contract. A Participant may reject distribution in the form of a QJ&SA contract by filing with the Committee an affirmative written rejection of distribution in that form and an election of a lump sum form of distribution not more than ninety (90) days before the date of distribution. Such a rejection may be made or revoked at any time and any number of times until the date of distribution. A rejection shall not be effective unless the Participant's spouse consents. To be valid, the consent of the spouse must be in writing, must acknowledge the effect of the distribution, must be witnessed by a notary public, must be given during the ninety (90) day period before the date of distribution and must relate to that specific distribution. The consent of the spouse must be to a lump sum form of distribution. The Participant may elect to change the form of distribution to the QJ&SA contract without any requirement of further spousal consent. The consent of the spouse shall be irrevocable and shall be effective only with respect to that spouse. Distribution shall not commence more than ninety (90) days after nor, subject to Section 4.1 of this Appendix E, less than thirty (30) days after the date the Participant is furnished with a written explanation of the terms and conditions of the QJ&SA contract, the Participant's right to reject, and the effect of rejecting distribution in the form of the QJ&SA contract, the requirement for the consent of the Participant's spouse, the right to revoke a prior rejection of distribution in the form of a QJ&SA contract, and the right to make any number of further revocations or rejections until the date of distribution.

(c) Unmarried Participant. In the case of any distribution which is to be made:

(i) when paragraph (a) above is not applicable, and

(ii) to a Participant who is not married on the date when such distribution is to be made, and

(iii) to a Participant who has not rejected distribution in the form of a Life Annuity contract,

distribution shall be effected for such Participant by applying the entire Vested Pension Account to purchase and distribute to such Participant a Life Annuity contract. A Participant may reject distribution in the form of a Life Annuity contract by filing with the Committee an affirmative written rejection of distribution in that form and an election of a lump sum form of distribution permitted not more than ninety (90) days before the date of distribution. Such a rejection may be made or revoked at any time and any number of times until the date of distribution. Distribution shall not commence more than ninety (90) days after nor, subject to Section 4.1 of this Appendix E, less than thirty (30) days after the date the Participant is furnished with a written explanation of the terms and conditions of the Life Annuity contract, the Participant's right to reject, and the effect of rejecting distribution in the form of the Life Annuity contract, the right to revoke a prior rejection of distribution in the form of a Life Annuity contract, and the right to make any number of further revocations or rejections until the date of distribution.

SECTION 3

DISTRIBUTIONS TO BENEFICIARIES

3.1. Form of Distribution. At the direction of the Committee (subject to Section 3.2 of this Appendix E), the Trustee shall make distribution of the Participant's Vested Pension Account to the Beneficiary in one the following ways as the Beneficiary shall designate:

(a) Lump Sum. Distribution of a Participant's Vested Total Account shall be made in a single lump sum payment.

(b) Life Annuities for Surviving Spouse. If the Beneficiary is the surviving spouse of a Participant, distribution of the Participant's Vested Total Account shall be made in a lump sum, and with respect to the Participant's Vested Pension Account, by purchasing and distributing a single premium, immediate (not deferred), fixed (not variable), annuity contract which shall be nontransferable to anyone but the issuer, and which shall provide for benefits which are hereinafter defined as a Life Annuity contract.

3.2. Presumptive Form. The selection of a form of distribution shall be subject, however, to the following rules:

(a) Required Lump Sum. If the value of the Participant's Vested Total Account does not exceed Five Thousand Dollars ($5,000), the only form of distribution available is a single lump sum. If the value of the Participant's Vested Total Account does not exceed One Thousand Dollars ($1,000), the distribution shall be made in a single lump sum without an application for distribution as provided in Section 7.3.1(a) of the Plan Statement.

(b) Surviving Spouse Beneficiary. In the case of a distribution which is made:

(i) when paragraph (a) above is not applicable, and

(ii) to the surviving spouse of a Participant, and

(iii) when such surviving spouse has not rejected distribution in the form of a Life Annuity contract,

distribution shall be effected for such surviving spouse by applying the entire Vested Pension Account to purchase and distribute to such surviving spouse a Life Annuity contract. A surviving spouse may reject distribution in the form of a Life Annuity contract by filing with the Committee an affirmative written rejection of distribution in that form and an election of a lump sum form of distribution not more than ninety (90) days before the date of distribution. Such a rejection may be made or revoked at any time and any number of times until the date of distribution. Distribution shall not commence more than ninety (90) days after nor, subject to Section 4.1 of this Appendix E, less than thirty (30) days after the date the surviving spouse is furnished a written explanation of the terms and conditions of the Life Annuity contract, the surviving spouse's right to reject, and the effect of a rejection of distribution in the form of the Life Annuity contract, the right to revoke a prior rejection of distribution in the form of a Life Annuity contract, and the right to make any number of further revocations or rejections until the date of distribution.

SECTION 4

NOTICE REQUIREMENTS

Section 7.5.1 of the Plan Statement is modified to read as follows for all distributions made to a Participant or a Beneficiary from the Participant's Vested Pension Account:

4.1. Notices. The Committee will issue such notices as may be required under sections 402(f), 411(a)(11), 417(a)(3) and other sections of the Code in connection with distributions from the Plan, and no distribution will be made unless it is consistent with such notice requirements. Generally, distributions may not commence as of a date that is more than ninety (90) days or less than thirty (30) days after such notices are given to the Participant. Distribution may commence less than thirty (30) days after the notice required under section 1.411(a)-11(c) of the income tax regulations or the notice required under section 1.402(f)-1 of the income tax regulations is given, provided however, that:

(a) the Committee clearly informs the distributee that the distributee has a right to a period of at least thirty (30) days after receiving such notices to consider whether or not to elect distribution and, if applicable, to elect a particular distribution option; and

(b) the distributee, after receiving the notice, affirmatively elects a distribution; and

(c) the distributee may revoke an affirmative distribution election by notifying the Committee of such revocation prior to the date as of which such distribution is to be made; and

(d) the date of distribution is at least seven (7) days after the date the distributee received the notice required under section 417(a)(3) of the Code.

SECTION 5

BENEFICIARY DESIGNATION

5.1. Right to Designate. Each Participant may designate, upon forms to be furnished by and filed with the Committee, one or more primary Beneficiaries or alternative Beneficiaries to receive all or a specified part of the Participant's Vested Pension Account in the event of the Participant's death. The Participant may change or revoke any such designation from time to time without notice to or consent from any Beneficiary or spouse. No such designation, change or revocation shall be effective unless executed by the Participant and received by the Committee during the Participant's lifetime. If, however, such designation of a Beneficiary is made before the first day of the Plan Year in which the Participant attains age thirty-five (35) years and the Participant dies on or after that date while married, the Beneficiary designation with respect to the Vested Pension Account is void.

APPENDIX F

DISTRIBUTION OF ESOP ACCOUNTS

SECTION 1

INTRODUCTION

If a distribution is requested from a Participant's ESOP Account, the distribution rules of Section 7 of the Plan Statement shall apply, as modified by this Appendix F. Terms defined in the Plan Statement shall have the same meaning when used in this Appendix.

SECTION 2

IN-SERVICE DISTRIBUTIONS

2.1. In-Service Distributions. Effective, October 15, 2005, a Participant may receive a distribution while employed from all or a portion of such Participant's Vested ESOP Account. To receive such a distribution, the Participant must apply to the Committee. In the application, the Participant shall specify the amount to be distributed. Such distribution shall be approved by the Committee and such distribution shall be made in a lump sum payment as soon as administratively practicable following the approval of the application by the Committee. The Committee may prescribe rules regarding the form of such application, the method of filing such application (including telephonic, electronic or similar methods) and the information required to be furnished in connection with such application.

2.2. Spousal Consent Not Required. Spousal consent shall not be required to make an in-service distribution to a married Participant.

2.3. Coordination with Section 4.1. If a distribution is made from an ESOP Account which is invested in more than one (1) Subfund authorized and established under Section 4.1, the amount distributed shall be charged to each Subfund in the same proportions as the ESOP Account is invested in each Subfund.

SECTION 3

DISTRIBUTIONS IN KIND OR IN CASH

The Participant (or Beneficiary) may elect distribution of the Participant's Vested ESOP Account in one of the following ways:

(a) entirely in Employer securities (and such cash as may be necessary to represent fractional shares of such stock),

(b) Employer securities solely for the portion of the Participant's Vested ESOP Account invested in the Entegris Stock Subfund and the remainder in cash (including cash as may be necessary to represent fractional shares), or

(c) entirely in cash.

In the absence of an election to receive Employer securities, the portion of the Participant's Vested ESOP Account invested in the Entegris Stock Subfund shall be distributed in Employer securities solely for the portion of the Participant's Vested ESOP Account invested in the Entegris Stock Subfund and the remainder in cash (including cash as may be necessary to represent fractional shares). In the case of cash distributions in lieu of shares or fractional shares of Employer securities, such shares or fractional shares shall be valued as of the Valuation Date as of which distribution is made.

August 10, 2005

Mr. Bertrand Loy
2 Settlement Way
Acton, MA 01720

Dear Bertrand:

On March 21, 2005 Mykrolis Corporation ("Mykrolis") and Entegris, Inc. ("Old Entegris") announced that there will be a merger of equals transaction (the "Merger") among Mykrolis, Old Entegris and Eagle DE, Inc., a new Delaware wholly owned subsidiary of Old Entegris with Eagle DE, Inc., to be called Entegris, Inc. ("new Entegris") as the surviving corporation. As you know this transaction has now been completed. I want to advise you as to your role in the combined enterprise and the incentive compensation package that new Entegris is offering to you. We believe that the combination of the Mykrolis and Entegris organizations will create exciting, dynamic, growth oriented opportunities for the stockholders and employees of both companies. For this reason we have developed an incentive compensation package for you designed to encourage you to work aggressively towards the successful integration of the two enterprises into a single world class company with performance that makes it a "must-own stock" for investors. I hope the integration of the two businesses will be a smooth process and that you will become a major contributor to the success and growth of the combined enterprise and that in turn your experience as a member of the new Entegris team will be personally rewarding and serve you well in the future.

The provisions of this letter and your employment relationship with new Entegris will be subject to the contingencies set forth in paragraph 7 below.

1. Duties, Title and Salary. Your position, duties, and compensation in your employment with new Entegris will be as follows:

Title:	Executive Vice President and Chief Administrative Officer
Duties:	Responsible for integration activities with respect to Mykrolis and new Entegris as well as for information technology, operations, quality, supply chain, logistics, customer service and regional administration.
Reporting Point:	President & CEO
Base Salary:	$267,000 annually, paid bi-weekly.
Incentive Plan:	You will be entitled to participate in the new Entegris management variable incentive compensation plan at a level commensurate with your position with new Entegris. It is anticipated that this plan will commence September 1, 2005. Details of this plan will be communicated to you in the near future.
Equity Incentive:	Upon the effectiveness of the merger, new Entegris will award you 150,000 shares of restricted stock in new Entegris. The restrictions will lapse with respect to 37.5% of this award on December 31, 2005; an additional 5.21% on the last business day of each of the twelve fiscal quarters of new Entegris following the closing of the

	Merger. Prior to the time that restrictions lapse, the restricted stock will be non-transferable and will be subject to the risk of forfeiture if your employment with new Entegris terminates. This award will be subject to the terms of the new Entegris standard restricted stock award agreement.
Planning Bonus:	As part of the planning committee you are eligible to receive a one time planning bonus in the amount of 30% of your pro rated annual base salary during the period from March 1, 2005 through June 30, 2005.
Project Bonus:	Upon successful and timely completion of integration milestones you will also be eligible to receive a one time bonus in the amount of 30% of your annual base salary, in accordance with the Project Completion Bonus Incentive guidelines.

During your employment by new Entegris, you agree to devote your entire assigned working time to your duties at new Entegris and to comply with the new Entegris ethics code and with all company policies. You will be given a new employee document package containing employee forms and agreements, which you will be required to promptly complete, sign and return.

2. At-Will Employment, etc. While it is our sincere hope and belief that our relationship will be a long one, your employment relationship with new Entegris will be “at-will.” This means your employment is not for any specific period of time and can be terminated by you or new Entegris at any time, with or without cause or advance notice. In addition, new Entegris will reserve the right to modify your position or duties to meet business needs. Any change to the at-will employment relationship must be by a specific, written agreement signed by you and by new Entegris’s Senior Vice President & General Counsel.

3. Prior Employer Service Credit. For purposes of benefit eligibility, vesting, vacation and sick pay accruals for your employment with new Entegris, you will receive service credit based on your prior service with the Company.

4 Change of Control Agreement. As a condition to the equity incentive award described above, you will be required to enter into an executive change of control agreement with new Entegris in replacement and cancellation of your current Amended and Restated Executive Termination Agreement with the Company. This agreement will generally provide for severance benefits and accelerated vesting of stock option and restricted stock awards in the event that your employment with new Entegris is terminated during a period of two years following a change of control (including the change of control effected by the Merger). The severance benefit will generally be equal to two years base salary plus variable compensation at the highest level during the three years prior to any change of control termination of employment. This agreement will also contain a two year non-competition clause.

5. Benefits. As a new Entegris employee, you will be entitled to participate in all benefits that new Entegris currently provides its U.S. employees, subject to the eligibility requirements set forth in new Entegris’s benefit plans and/or policies. New Entegris will reserve the right to change or eliminate the benefits it provides to all employees on a prospective basis at any time. Due to administrative complexities arising out of the post Merger integration of benefit systems, however, there may be certain benefits in which you will not be immediately eligible to participate. To minimize any disruption, your existing benefits will be continued during this

interim integration period. Upon becoming a new Entegris employee, you will be eligible for paid holidays pursuant to new Entegris's holiday schedule, which will be determined at the beginning of each calendar year.

6. 401(k) Savings & Investment Plan. It is expected that new Entegris will offer a 401(k) plan with provisions substantially similar to those of the current 401(k) plan of the Company. It is also expected that you will be eligible to roll your distribution from the Company 401(k) plan into the new Entegris 401(k) plan in accordance with its provisions if you wish to do so. Generally, we expect that new Entegris 401(k) plan will be a combined discretionary employer retirement contribution plan with a target contribution level determined in the discretion of the new Entegris Board of Directors and a 401(k) plan, which will generally provide for an employer match for employee contributions (currently at the rate of 50% of employee qualifying contributions up to 6% of compensation), however, specific provisions of the new Entegris plan will be finalized in the coming weeks.

7. Contingencies. This offer is contingent upon the following:

(a) Signing a standard new Entegris Employee Agreement; and

(b) Compliance with federal I-9 requirements (to the extent not already satisfied in connection with your employment with the Company).

This letter, is intended to outline the general terms of your employment with new Entegris and represents an offer of employment with respect to the matters covered by paragraphs 1 through 4 but reflects merely our current thinking concerning the matters discussed in paragraphs 5 and 6, which may be subject to adjustment as we proceed further with the integration planning.

To indicate your acceptance of this contingent offer on the terms and conditions set forth in this letter, please sign and date this letter in the space provided below and return it promptly to the Senior Vice President & General Counsel for Entegris.

We hope your employment with new Entegris will prove mutually rewarding, and we look forward to having you join us. If you have any questions, please contact the Senior Vice President & General Counsel of Entegris.

Very truly yours,

Entegris, Inc.

/s/ Gideon Argov

Gideon Argov, President & Chief Executive Officer

I have read this letter in its entirety and agree to the terms and conditions of employment outlined herein. I understand and agree that this offer of employment is contingent on the factors identified in this letter and that my employment will be at-will.

9Ÿ29Ÿ05	/s/ Bertrand Loy
Date	Signature
	Bertrand Loy
	Printed Name

Exhibit 10.37

September 23, 2005

Mr. Gregory Graves
4613 Drexel Avenue S.
Edina, MN 55424

Dear Greg:

On March 21, 2005 Mykrolis Corporation ("Mykrolis") and Entegris, Inc. ("Old Entegris") announced that there will be a merger of equals transaction (the "Merger") among Mykrolis, Old Entegris and Eagle DE, Inc., a new Delaware wholly owned subsidiary of Old Entegris with Eagle DE, Inc., to be called Entegris, Inc. ("new Entegris") as the surviving corporation. As you know this transaction has now been completed. I want to advise you as to your role in the combined enterprise and the incentive compensation package that new Entegris is offering to you. We believe that the combination of the Mykrolis and Entegris organizations will create exciting, dynamic, growth oriented opportunities for the stockholders and employees of both companies. For this reason we have developed an incentive compensation package for you designed to encourage you to work aggressively towards the successful integration of the two enterprises into a single world class company with performance that makes it a "must-own stock" for investors. I hope the integration of the two businesses will be a smooth process and that you will become a major contributor to the success and growth of the combined enterprise and that in turn your experience as a member of the new Entegris team will be personally rewarding and serve you well in the future.

The provisions of this letter and your employment relationship with new Entegris will be subject to the contingencies set forth in paragraph 7 below.

1. Duties, Title and Salary. The Board of Directors of new Entegris has approved the following position, duties, and compensation for your employment with new Entegris:

Title:	Senior Vice President - Strategic Planning & Business Development
Duties:	Identification, evaluation and execution of acquisition
Reporting Point:	President & CEO
Base Salary:	$220,420
Incentive Plan:	You will be entitled to participate in the new Entegris management variable incentive compensation plan at a level commensurate with your position with new Entegris. It is anticipated that this plan will commence September 1, 2005. Details of this plan will be communicated to you in the near future.
Equity Incentive:	Upon the effectiveness of the merger, but subject to the approval of the Board of Directors of new Entegris, new Entegris will award you 100,000 shares of restricted stock in new Entegris. The restrictions will lapse with respect to 37.5% of this award on December 31, 2005; an additional 5.21% on the last business day of each of the twelve fiscal quarters of new Entegris commencing with

	the first calendar quarter of 2006. Prior to the time that restrictions lapse, the restricted stock will be non-transferable and will be subject to the risk of forfeiture if your employment with new Entegris terminates. This award will be subject to the terms of the new Entegris standard restricted stock award agreement.
Planning Bonus:	As part of the planning committee you are eligible to receive a one time planning bonus in the amount of 30% of your pro rated annual base salary during the period from March 1, 2005 through June 30, 2005.
Execution Bonus:	Upon successful and timely completion of integration milestones you will also be eligible to receive a one time bonus in the amount and in accordance with the Project Completion Bonus Incentive guidelines and a supplemental letter to be provided to you.

During your employment by new Entegris, you agree to devote your entire assigned working time to your duties at new Entegris and to comply with the new Entegris code of business ethics and with all company policies. You will shortly be provided with a new Entegris employee document package containing employee forms and agreements, which you will be required to promptly complete, sign and return.

2. At-Will Employment, etc. While it is our sincere hope and belief that our relationship will be a long one, your employment relationship with new Entegris will be "at-will." This means your employment is not for any specific period of time and can be terminated by you or new Entegris at any time, with or without cause or advance notice. In addition, new Entegris will reserve the right to modify your position or duties to meet business needs. Any change to the at-will employment relationship must be by a specific, written agreement signed by you and by a senior executive officer of new Entegris.

3. Prior Employer Service Credit. For purposes of benefit eligibility, vesting, vacation and sick pay accruals for your employment with new Entegris, you will receive service credit based on your prior service with Old Entegris.

4. Change of Control Agreement. Upon the effectiveness of the Merger and as a condition to the equity incentive award described above, you will be required to enter into an executive change of control agreement with new Entegris in replacement and cancellation of your current Executive Termination Agreement with old Entegris. This agreement will generally provide for severance benefits and accelerated vesting of stock option and restricted stock awards in the event that your employment with new Entegris is terminated during a period of two years following a change of control. The severance benefit will generally be equal to two years base salary plus variable compensation at the highest level during the three years prior to any change of control termination of employment. This agreement will also contain a two-year non-competition clause.

5. Benefits. As a new Entegris employee, you will be entitled to participate in all benefits that new Entegris provides its U.S. employees, subject to the eligibility requirements set forth in new Entegris's benefit plans and/or policies. New Entegris will reserve the right to change or eliminate the benefits it provides to all employees on a prospective basis at any time. Due to administrative complexities arising out of the post Merger integration of benefit systems, however, there may be certain benefits in which you will not be immediately eligible to

participate. To minimize any disruption, your existing benefits will be continued during this interim integration period. Upon becoming a new Entegris employee, you will be eligible for paid holidays pursuant to new Entegris's holiday schedule, which will be determined at the beginning of each calendar year.

6. 401(k) Savings & Investment Plan. It is expected that new Entegris will offer a 401(k) plan with provisions substantially similar to those of the current 401(k) plan of the Old Entegris. It is also expected that you will be eligible to roll your distribution from the Old Entegris 401(k) plan into the new Entegris 401(k) plan in accordance with its provisions if you wish to do so. Generally, we expect that the new Entegris 401(k) plan will be a combined discretionary employer retirement contribution plan with a target contribution level determined in the discretion of the new Entegris Board of Directors and a 401(k) plan, which will generally provide for an employer match for employee contributions (currently at the rate of 100% of employee qualifying contributions up to 3% of compensation and 50% of employee qualifying contributions up to the next 2% of compensation), however, specific provisions of the new Entegris plan will be finalized in the coming weeks.

7. Contingencies. This offer is contingent upon the following:

(a) Signing a standard new Entegris Employee Agreement; and

(b) Compliance with federal I-9 requirements (to the extent not already satisfied in connection with your employment with the Company).

This letter, is intended to outline the general terms of your employment with new Entegris and represents an offer of employment with respect to the matters covered by paragraphs 1 through 4 but reflects merely our current thinking concerning the matters discussed in paragraphs 5 and 6, which may be subject to adjustment as we proceed further with the integration planning.

To indicate your acceptance of this contingent offer on the terms and conditions set forth in this letter, please sign and date this letter in the space provided below and return it promptly to the Senior V.P. & General Counsel of Entegris.

We hope your employment with new Entegris will prove mutually rewarding, and we look forward to having you join us. If you have any questions, please contact the Senior VP & General Counsel for new Entegris.

Very truly yours,

Entegris, Inc.

/s/ Gideon Argov

Gideon Argov, President & Chief Executive Officer

I have read this letter in its entirety and agree to the terms and conditions of employment outlined herein. I understand and agree that this offer of employment is contingent on the factors identified in this letter and that my employment will be at-will.

10Ÿ23Ÿ05	/s/ Gregory Graves
Date	Signature
	Gregory Graves
	Printed Name

Exhibit 10.38

September 23, 2005

Mr. John Villas
8116 W 109th Street Circle
Bloomington, MN 55438

Dear John:

On March 21, 2005 Mykrolis Corporation ("Mykrolis") and Entegris, Inc. ("Old Entegris") announced that there will be a merger of equals transaction (the "Merger") among Mykrolis, Old Entegris and Eagle DE, Inc., a new Delaware wholly owned subsidiary of Old Entegris with Eagle DE, Inc., to be called Entegris, Inc. ("new Entegris") as the surviving corporation. As you know this transaction has now been completed. I want to advise you as to your role in the combined enterprise and the incentive compensation package that new Entegris is offering to you. We believe that the combination of the Mykrolis and Entegris organizations will create exciting, dynamic, growth oriented opportunities for the stockholders and employees of both companies. For this reason we have developed an incentive compensation package for you designed to encourage you to work aggressively towards the successful integration of the two enterprises into a single world class company with performance that makes it a "must-own stock" for investors. I hope the integration of the two businesses will be a smooth process and that you will become a major contributor to the success and growth of the combined enterprise and that in turn your experience as a member of the new Entegris team will be personally rewarding and serve you well in the future.

The provisions of this letter and your employment relationship with new Entegris will be subject to the contingencies set forth in paragraph 7 below.

1. Duties, Title and Salary. The Board of Directors of new Entegris has approved the following position, duties, and compensation for your employment with new Entegris:

Title:	Senior Vice President & Chief Financial Officer; Treasurer
Duties:	Worldwide financial and accounting operations
Reporting Point:	President & CEO
Base Salary:	$229,772
Incentive Plan:	You will be entitled to participate in the new Entegris management variable incentive compensation plan at a level commensurate with your position with new Entegris. It is anticipated that this plan will commence September 1, 2005. Details of this plan will be communicated to you in the near future.
Equity Incentive:	Upon the effectiveness of the merger, but subject to the approval of the Board of Directors of new Entegris, new Entegris will award you 100,000 shares of restricted stock in new Entegris. The restrictions will lapse with respect to 37.5% of this award on December 31, 2005; an additional 5.21% on the last business day of

	each of the twelve fiscal quarters of new Entegris commencing with the first calendar quarter of 2006. Prior to the time that restrictions lapse, the restricted stock will be non-transferable and will be subject to the risk of forfeiture if your employment with new Entegris terminates. This award will be subject to the terms of the new Entegris standard restricted stock award agreement.
Planning Bonus:	As part of the planning committee you are eligible to receive a one time planning bonus in the amount of 30% of your pro rated annual base salary during the period from March 1, 2005 through June 30, 2005.
Execution Bonus:	Upon successful and timely completion of integration milestones you will also be eligible to receive a one time bonus in the amount and in accordance with the Project Completion Bonus Incentive guidelines and a supplemental letter to be provided to you.

During your employment by new Entegris, you agree to devote your entire assigned working time to your duties at new Entegris and to comply with the new Entegris code of business ethics and with all company policies. You will shortly be provided with a new Entegris employee document package containing employee forms and agreements, which you will be required to promptly complete, sign and return.

2. At-Will Employment, etc. While it is our sincere hope and belief that our relationship will be a long one, your employment relationship with new Entegris will be "at-will." This means your employment is not for any specific period of time and can be terminated by you or new Entegris at any time, with or without cause or advance notice. In addition, new Entegris will reserve the right to modify your position or duties to meet business needs. Any change to the at-will employment relationship must be by a specific, written agreement signed by you and by a senior executive officer of new Entegris.

3. Prior Employer Service Credit. For purposes of benefit eligibility, vesting, vacation and sick pay accruals for your employment with new Entegris, you will receive service credit based on your prior service with Old Entegris.

4. Change of Control Agreement. Upon the effectiveness of the Merger and as a condition to the equity incentive award described above, you will be required to enter into an executive change of control agreement with new Entegris in replacement and cancellation of your current Executive Termination Agreement with old Entegris. This agreement will generally provide for severance benefits and accelerated vesting of stock option and restricted stock awards in the event that your employment with new Entegris is terminated during a period of two years following a change of control. The severance benefit will generally be equal to two years base salary plus variable compensation at the highest level during the three years prior to any change of control termination of employment. This agreement will also contain a two-year non-competition clause.

5. Benefits. As a new Entegris employee, you will be entitled to participate in all benefits that new Entegris provides its U.S. employees, subject to the eligibility requirements set forth in new Entegris's benefit plans and/or policies. New Entegris will reserve the right to change or eliminate the benefits it provides to all employees on a prospective basis at any time. Due to administrative complexities arising out of the post Merger integration of benefit systems,

however, there may be certain benefits in which you will not be immediately eligible to participate. To minimize any disruption, your existing benefits will be continued during this interim integration period. Upon becoming a new Entegris employee, you will be eligible for paid holidays pursuant to new Entegris's holiday schedule, which will be determined at the beginning of each calendar year.

6. 401(k) Savings & Investment Plan. It is expected that new Entegris will offer a 401(k) plan with provisions substantially similar to those of the current 401(k) plan of the Old Entegris. It is also expected that you will be eligible to roll your distribution from the Old Entegris 401(k) plan into the new Entegris 401(k) plan in accordance with its provisions if you wish to do so. Generally, we expect that the new Entegris 401(k) plan will be a combined discretionary employer retirement contribution plan with a target contribution level determined in the discretion of the new Entegris Board of Directors and a 401(k) plan, which will generally provide for an employer match for employee contributions (currently at the rate of 100% of employee qualifying contributions up to 3% of compensation and 50% of employee qualifying contributions up to the next 2% of compensation), however, specific provisions of the new Entegris plan will be finalized in the coming weeks.

7. Contingencies. This offer is contingent upon the following:

(a) Signing a standard new Entegris Employee Agreement; and

(b) Compliance with federal I-9 requirements (to the extent not already satisfied in connection with your employment with the Company).

This letter, is intended to outline the general terms of your employment with new Entegris and represents an offer of employment with respect to the matters covered by paragraphs 1 through 4 but reflects merely our current thinking concerning the matters discussed in paragraphs 5 and 6, which may be subject to adjustment as we proceed further with the integration planning.

To indicate your acceptance of this contingent offer on the terms and conditions set forth in this letter, please sign and date this letter in the space provided below and return it promptly to the Senior V.P. & General Counsel of Entegris.

We hope your employment with new Entegris will prove mutually rewarding, and we look forward to having you join us. If you have any questions, please contact the Senior VP & General Counsel for new Entegris.

Very truly yours,

Entegris, Inc.

/s/ Gideon Argov

Gideon Argov, President & Chief Executive Officer

I have read this letter in its entirety and agree to the terms and conditions of employment outlined herein. I understand and agree that this offer of employment is contingent on the factors identified in this letter and that my employment will be at-will.

10Ÿ21Ÿ05	/s/ John Villas
Date	Signature
	John Villas
	Printed Name

Exhibit 10.39

September 23, 2005

Mr. John Goodman
6686 Pointe Lake Lucy
Chanhassen, MN 55317

Dear John:

On March 21, 2005 Mykrolis Corporation ("Mykrolis") and Entegris, Inc. ("Old Entegris") announced that there will be a merger of equals transaction (the "Merger") among Mykrolis, Old Entegris and Eagle DE, Inc., a new Delaware wholly owned subsidiary of Old Entegris with Eagle DE, Inc., to be called Entegris, Inc. ("new Entegris") as the surviving corporation. As you know this transaction has now been completed. I want to advise you as to your role in the combined enterprise and the incentive compensation package that new Entegris is offering to you. We believe that the combination of the Mykrolis and Entegris organizations will create exciting, dynamic, growth oriented opportunities for the stockholders and employees of both companies. For this reason we have developed an incentive compensation package for you designed to encourage you to work aggressively towards the successful integration of the two enterprises into a single world class company with performance that makes it a "must-own stock" for investors. I hope the integration of the two businesses will be a smooth process and that you will become a major contributor to the success and growth of the combined enterprise and that in turn your experience as a member of the new Entegris team will be personally rewarding and serve you well in the future.

The provisions of this letter and your employment relationship with new Entegris will be subject to the contingencies set forth in paragraph 7 below.

1. Duties, Title and Salary. The Board of Directors of new Entegris has approved the following position, duties, and compensation for your employment with new Entegris:

Title:	Vice President Innovation and Technology
Duties:	Corporate research and incubator activities
Reporting Point:	President & CEO
Base Salary:	$192,000
Incentive Plan:	You will be entitled to participate in the new Entegris management variable incentive compensation plan at a level commensurate with your position with new Entegris. It is anticipated that this plan will commence September 1, 2005. Details of this plan will be communicated to you in the near future.
Equity Incentive:	Upon the effectiveness of the merger, but subject to the approval of the Board of Directors of new Entegris, new Entegris will award you 75,000 shares of restricted stock in new Entegris. The restrictions will lapse with respect to 37.5% of this award on December 31, 2005; an additional 5.21% on the last business day of

	each of the twelve fiscal quarters of new Entegris commencing with the first calendar quarter of 2006. Prior to the time that restrictions lapse, the restricted stock will be non-transferable and will be subject to the risk of forfeiture if your employment with new Entegris terminates. This award will be subject to the terms of the new Entegris standard restricted stock award agreement.
Planning Bonus:	As part of the planning committee you are eligible to receive a one time planning bonus in the amount of 30% of your pro rated annual base salary during the period from March 1, 2005 through June 30, 2005.
Execution Bonus:	Upon successful and timely completion of integration milestones you will also be eligible to receive a one time bonus in the amount and in accordance with the Project Completion Bonus Incentive guidelines and a supplemental letter to be provided to you.

During your employment by new Entegris, you agree to devote your entire assigned working time to your duties at new Entegris and to comply with the new Entegris code of business ethics and with all company policies. You will shortly be provided with a new Entegris employee document package containing employee forms and agreements, which you will be required to promptly complete, sign and return.

2. At-Will Employment, etc. While it is our sincere hope and belief that our relationship will be a long one, your employment relationship with new Entegris will be “at-will.” This means your employment is not for any specific period of time and can be terminated by you or new Entegris at any time, with or without cause or advance notice. In addition, new Entegris will reserve the right to modify your position or duties to meet business needs. Any change to the at-will employment relationship must be by a specific, written agreement signed by you and by a senior executive officer of new Entegris.

3. Prior Employer Service Credit. For purposes of benefit eligibility, vesting, vacation and sick pay accruals for your employment with new Entegris, you will receive service credit based on your prior service with Old Entegris.

4. Change of Control Agreement. Upon the effectiveness of the Merger and as a condition to the equity incentive award described above, you will be required to enter into an executive change of control agreement with new Entegris in replacement and cancellation of your current Executive Termination Agreement with old Entegris. This agreement will generally provide for severance benefits and accelerated vesting of stock option and restricted stock awards in the event that your employment with new Entegris is terminated during a period of two years following a change of control. The severance benefit will generally be equal to two years base salary plus variable compensation at the highest level during the three years prior to any change of control termination of employment. This agreement will also contain a two-year non-competition clause.

5. Benefits. As a new Entegris employee, you will be entitled to participate in all benefits that new Entegris provides its U.S. employees, subject to the eligibility requirements set forth in new Entegris’s benefit plans and/or policies. New Entegris will reserve the right to change or eliminate the benefits it provides to all employees on a prospective basis at any time. Due to administrative complexities arising out of the post Merger integration of benefit systems,

however, there may be certain benefits in which you will not be immediately eligible to participate. To minimize any disruption, your existing benefits will be continued during this interim integration period. Upon becoming a new Entegris employee, you will be eligible for paid holidays pursuant to new Entegris's holiday schedule, which will be determined at the beginning of each calendar year.

6. 401(k) Savings & Investment Plan. It is expected that new Entegris will offer a 401(k) plan with provisions substantially similar to those of the current 401(k) plan of the Old Entegris. It is also expected that you will be eligible to roll your distribution from the Old Entegris 401(k) plan into the new Entegris 401(k) plan in accordance with its provisions if you wish to do so. Generally, we expect that the new Entegris 401(k) plan will be a combined discretionary employer retirement contribution plan with a target contribution level determined in the discretion of the new Entegris Board of Directors and a 401(k) plan, which will generally provide for an employer match for employee contributions (currently at the rate of 100% of employee qualifying contributions up to 3% of compensation and 50% of employee qualifying contributions up to the next 2% of compensation), however, specific provisions of the new Entegris plan will be finalized in the coming weeks.

7. Contingencies. This offer is contingent upon the following:

(a) Signing a standard new Entegris Employee Agreement; and

(b) Compliance with federal I-9 requirements (to the extent not already satisfied in connection with your employment with the Company).

This letter, is intended to outline the general terms of your employment with new Entegris and represents an offer of employment with respect to the matters covered by paragraphs 1 through 4 but reflects merely our current thinking concerning the matters discussed in paragraphs 5 and 6, which may be subject to adjustment as we proceed further with the integration planning.

To indicate your acceptance of this contingent offer on the terms and conditions set forth in this letter, please sign and date this letter in the space provided below and return it promptly to the Senior V.P. & General Counsel of Entegris.

We hope your employment with new Entegris will prove mutually rewarding, and we look forward to having you join us. If you have any questions, please contact the Senior VP & General Counsel for new Entegris.

Very truly yours,

Entegris, Inc.

/s/ Gideon Argov

Gideon Argov, President & Chief Executive Officer

I have read this letter in its entirety and agree to the terms and conditions of employment outlined herein. I understand and agree that this offer of employment is contingent on the factors identified in this letter and that my employment will be at-will.

10Ÿ04Ÿ05	/s/ John Goodman
Date	Signature
	John Goodman
	Printed Name

Exhibit 21.1

Subsidiaries of Entegris, Inc.

Name of Subsidiary	Jurisdiction
Atcor-JCS Pte Ltd.(1)	Singapore
Electrol Specialities, Inc.	Minnesota
Mykrolis Asia Ltd.	Delaware
Mykrolis Singapore Pte. Ltd.	Singapore
Mykrolis Korea Ltd.	Korea
Mykrolis Pacific Ltd.	Delaware
Mykrolis (Shanghai) Microelectronics Trading Company Ltd.	Peoples Republic of China
Mykrolis-Anapure (Shanghai) Microelectronics Company Ltd.(2)	Peoples Republic of China
Mykrolis B.V.	Netherlands
Mykrolis GmbH	Germany
Mykrolis (UK) Ltd.	United Kingdom
Mykrolis Ireland Ltd.	Ireland
Mykrolis SAS	France
Millipore France Holding Company B.V(3)	Netherlands
Mykrolis MiE SAS	France
Nihon Mykrolis KK	Japan
Entegris Europe GmbH.	Germany
Entegris Ireland Ltd.	Ireland
Entegris Japan Holding KK	Japan
Entegris Japan KK	Japan
Entegris Korea JuShik Hoesa	Korea
Entegris Malaysia Sdn. Bhd.	Malaysia
Entegris Netherlands, Inc.	Minnesota
Entegris Precision Technology Corp.(4)	Taiwan
Entegris SAS	France
Entegris Singapore Pte Ltd.	Singapore
Entegris Taiwan, Inc.	Minnesota
Fluoroware Jamacia Ltd.	Jamaca

(1) Denotes a joint venture company of which registrant owns 70% of the voting equity

(2) Denotes a joint venture company of which registrant owns 80% of the voting equity

(3) Denotes a joint holding company of which registrant owns all of the class B tracking shares, representing 50% of voting equity and all of the capital and income interest in Mykrolis MiE SAS

(4) Denotes a joint venture company of which registrant owns 50% of the voting equity

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders
Entegris, Inc.:

We consent to incorporation by reference in the registration statements on Form S-8 (Nos. 333-127599 and 333-53382) and on Form S-3 (No. 33-105962) of Entegris, Inc. of our reports dated November 21, 2005, with respect to the consolidated balance sheets of Entegris, Inc. and subsidiaries as of August 27, 2005 and August 28, 2004, and the related consolidated statements of operations, shareholders' equity and comprehensive income, and cash flows for each of the years in the three-year period ended August 27, 2005, and the related financial statement schedule, management's assessment of the effectiveness of internal control over financial reporting as August 27, 2005 and the effectiveness of internal control over financial reporting as of August 27, 2005, which reports appear in the August 27, 2005 annual report on Form 10-K of Entegris, Inc.

Our report dated November 21, 2005, on management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting as of August 27, 2005, expresses our opinion that Entegris, Inc. did not maintain effective internal control over financial reporting as of August 27, 2005 because of the effect of a material weakness on the achievement of the objectives of the control criteria and contains an explanatory paragraph that states that the Company did not have effective policies and procedures, or personnel with sufficient knowledge of accounting for compensation-related matters in purchase accounting transactions, to ensure that such transactions were accounted for in accordance with generally accepted accounting principles.

Entegris, Inc. acquired Mykrolis Corporation effective August 6, 2005, and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of August 27, 2005, Mykrolis Corporation internal control over financial reporting associated with total assets of $397 million and total revenues of $14 million included in the consolidated financial statements of Entegris, Inc. and subsidiaries as of and for the year ended August 27, 2005. Our audit of internal control over financial reporting of Entegris, Inc. also excluded an evaluation of the internal control over financial reporting of Mykrolis Corporation.

/s/ KPMG LLP

Minneapolis, Minnesota
November 21, 2005

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Directors and Officers of Entegris, Inc. (the "Corporation"), do hereby constitute and appoint Gideon Argov, Jean-Marc Pandraud, Bertrand Loy, John Villas and Peter W. Walcott and each of them individually, their true and lawful attorneys and agents to execute on behalf of the Corporation the Form 10-K Annual Report of the Corporation for the fiscal year ended August 27, 2005, together with all such amendments thereto on Form 10-K/A as well as additional instruments related thereto which such attorneys and agents may deem to be necessary and desirable to enable the Corporation to comply with the requirements of the Securities Exchange Act of 1934, as amended, and any regulations, orders, or other requirements of the United States Securities and Exchange Commission thereunder in connection with the preparation and filing of said documents, including specifically, but without limitation of the foregoing, power and authority to sign the names of each of such Directors and Officers on his behalf, as such Director or Officer, as indicated below to the said Form 10-K Annual Report or documents filed or to be filed as a part of or in connection with such Form 10-K Annual Report; and each of the undersigned hereby ratifies and confirms all that said attorneys and agents shall do or cause to be done by virtue thereof.

SIGNATURE	TITLE	DATE
/s/ GIDEON ARGOV **Gideon Argov**	President, Chief Executive Officer and Director	October 25, 2005
/s/ JAMES DAUWALTER **James Dauwalter**	Chairman of the Board and Director	October 25, 2005
/s/ MICHAEL A. BRADLEY **Michael A. Bradley**	Director	October 25, 2005
/s/ MICHAEL P.C. CARNS **Michael P.C. Carns**	Director	October 25, 2005
/s/ DANIEL W. CHRISTMAN **Daniel W. Christman**	Director	October 25, 2005
/s/ GARY KLINGL **Gary Klingl**	Director	October 25, 2005
/s/ ROGER MCDANIEL **Roger McDaniel**	Director	October 25, 2005
/s/ PAUL OLSON **Paul Olson**	Director	October 25, 2005
/s/ THOMAS O. PYLE **Thomas O. Pyle**	Director	October 25, 2005
/s/ BRIAN SULLIVAN **Brian Sullivan**	Director	October 25, 2005

Exhibit 31.1

CERTIFICATIONS*

I, Gideon Argov, certify that:

(1) I have reviewed this Annual Report on Form 10-K for the year ended August 27, 2005 of Entegris, Inc.;

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

(4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

(5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 22, 2005

/s/ Gideon Argov
Gideon Argov
Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS*

I, John Villas, certify that:

(1) I have reviewed this Annual Report on Form 10-K for the year ended August 27, 2005 of Entegris, Inc.;

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

(4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

(5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 22, 2005

/s/ John Villas
John Villas
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES–OXLEY ACT OF 2002

In connection with the Annual Report of Entegris, Inc. (the "Company") on Form 10–K for the year ended August 27, 2005 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), We, Gideon Argov, Chief Executive Officer of the Company and John Villas, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes–Oxley Act of 2002, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Gideon Argov

Gideon Argov
Chief Executive Officer
November 22, 2005

/s/ John Villas

John Villas
Senior Vice President and Chief Financial Officer
November 22, 2005