

**SECURITIES AND EXCHANGE COMMISSION**  
**WASHINGTON, D.C. 20549**

**FORM S-8**  
**REGISTRATION STATEMENT**  
**UNDER**  
**THE SECURITIES ACT OF 1933**

**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 Number)

**3500 Lyman Boulevard, Chaska, Minnesota 55318**

(Address of Principal Executive Offices)

**Mykrolis Corporation 2001 Equity Incentive Plan**  
**Mykrolis Corporation 2003 Employment Inducement and Acquisition Stock Plan**  
**Mykrolis Corporation 2001 Non-Employee Director Stock Plan**  
**Conversion Plan for Millipore Options**  
 (Full Title of the Plans)

**Peter W. Walcott, Esq.**

**Senior Vice President and General Counsel**

**Entegris, Inc.**

**3500 Lyman Boulevard**

**Chaska, Minnesota 55318**

(Name and Address of Agent for Service)

**(952) 556-3131**

(Telephone Number, Including Area Code for Agent for Service)

**CALCULATION OF REGISTRATION FEE**

<b>Title of Securities to be Registered</b>	<b>Amount to be Registered(1)</b>	<b>Proposed Maximum Offering Price Per Share (2)</b>	<b>Proposed Maximum Aggregate Offering Price (2)</b>	<b>Amount of Registration Fee (2)</b>
Mykrolis Corporation 2001 Equity Incentive Plan	8,436,163	\$ 11.115	\$ 93,767,952	\$ 11,037
Mykrolis Corporation 2003 Employment Inducement and Acquisition Stock Plan	777,618	\$ 11.115	\$ 8,643,224	\$ 1,018
Mykrolis Corporation 2001 Non-Employee Director Stock Plan	343,358	\$ 11.115	\$ 3,816,424	\$ 449
Conversion Plan for Millipore Options	1,851,077	\$ 11.115	\$ 20,574,721	\$ 2,422

- (1) This Registration Statement covers an aggregate of 11,408,216 shares of the Registrant's common stock, par value \$.01 per share, including preferred stock purchase rights (the "Common Stock"), that may be issued pursuant to awards granted under the equity plans identified above (collectively, the "Plans"). Also registered hereunder are such additional shares of Common Stock, presently undeterminable, as may be necessary to satisfy so-called "evergreen" annual increase provisions of the 2001 Equity Incentive Plan and the 2003 Employment Inducement and Acquisition Stock Plan. In addition, pursuant to Rule 416(a) under the Securities Act of 1933, this Registration Statement also covers such additional shares of Common Stock as may be issued pursuant to the antidilution provisions of each of the Plans to which this Registration Statement relates.
- (2) Estimated solely for the purpose of determining the registration fee pursuant to Rule 457(h) on the basis of the average of the high and low sale prices of the Common Stock on the Nasdaq National Market on August 12, 2005.

## **PART II**

### **INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

#### **Item 3. Incorporation of Documents by Reference.**

The Registrant incorporates by reference the following documents filed with the Commission:

- (a) the Registrant's Annual Report on Form 10-K for the fiscal year ended August 28, 2004;
- (b) the Registrant's Quarterly Reports on Form 10-Q for the quarters ended November 27, 2004, February 26, 2005 and May 28, 2005, respectively;
- (c) the Registrant's Current Reports on Form 8-K filed with the Commission subsequent to August 28, 2004; and
- (d) the description of the Common Stock which is contained in the Registrant's Registration Statement on Form 8-A filed by the Registrant under Section 12 of the Securities Exchange Act of 1934 on June 30, 2000, including any amendments or reports filed for the purpose of updating such description.
- (e) the description of the preferred stock purchase rights which is contained in the Registrant's Registration Statement on Form 8-A filed by the Registrant under Section 12 of the Securities Exchange Act of 1934 on August 8, 2005, including any amendments or reports filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold under this Registration Statement, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superceded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also incorporated or is deemed to be incorporated by reference herein modifies or supercedes such earlier statement. Any statement so modified or superceded shall not be deemed, except as so modified or superceded, to constitute part of this Registration Statement.

#### **Item 4. Description of Securities.**

Not applicable.

#### **Item 5. Interests of Named Experts and Counsel.**

The legality of the shares of Common Stock being registered pursuant to this Registration Statement will be passed upon for the Registrant by Peter W. Walcott, Senior Vice President and General Counsel of the Registrant. Mr. Walcott holds options to purchase Common Stock and owns shares of Common Stock.

#### **Item 6. Indemnification of Directors and Officers**

The Registrant is incorporated under the laws of the State of Delaware. Section 145 ("Section 145") of the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (the "DGCL"), inter alia, provides that a Delaware corporation may indemnify any persons who were, are or are threatened to be made parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was illegal.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him and incurred by him in any such capacity, arising out of his status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145.

The Registrant's certificate of incorporation provides that the Registrant's directors shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the exculpation from liabilities is not permitted under the DGCL as in effect at the time such liability is determined. The Registrant's certificate of incorporation provides that the corporation shall indemnify its directors to the full extent permitted by the laws of the State of Delaware. In addition, the Registrant's bylaws provide for indemnification of the registrant's officers and directors to the fullest extent permitted by applicable law.

All of the Registrant's directors and officers will be covered by insurance policies maintained by the Registrant against specified liabilities for actions taken in their capacities as such, including liabilities under the Securities Act of 1933.

The Registrant has entered into indemnification agreements with its directors and executive officers providing for the indemnification of such director or executive officer, as applicable, to the extent legally permissible and the payment of expenses, including counsel fees reasonably incurred in connection with the defense or disposition of any action, suit or other proceeding in which such individual may be involved by reason of such individual being or having been a director or officer of the Registrant.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

The following exhibits are filed as part of or incorporated by reference into this Registration Statement:

- 4.1 Mykrolis Corporation 2001 Equity Incentive Plan
- 4.2 Mykrolis Corporation 2003 Employment Inducement and Acquisition Stock Plan
- 4.3 Mykrolis Corporation 2001 Non-Employee Director Stock Plan
- 5.1 Opinion of Peter W. Walcott, Senior Vice President and General Counsel to the Registrant, as to the legality of the securities being registered.
- 23.1 Consent of KPMG LLP, Independent Registered Public Accounting Firm.
- 23.2 Consent of Peter W. Walcott, Senior Vice President and General Counsel to the Registrant (contained in the opinion filed as Exhibit 5.1 to this Registration Statement).
- 24.1 Power of Attorney.

**Item 9. Undertakings**

The Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof;
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;
- (4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's

annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8, and has duly caused this registration statement on Form S-8 to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Chaska, Minnesota, on August 16, 2005.

ENTEGRIS, INC.

By: /s/ GIDEON ARGOV

Gideon Argov  
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated as of August 16, 2005.

Signatures	Title
**	
JAMES DAUWALTER	Non-Executive Chairman of the Board of Directors
/s/ Giden Argov	
GIDEON ARGOV	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ John Villas	
JOHN VILLAS	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)
**	
MICHAEL A. BRADLEY	Director
**	
MICHAEL P. C. CARNS	Director
**	
DANIEL W. CHRISTMAN	Director
**	
GARY KLINGL	Director
**	
ROGER MCDANIEL	Director
**	
PAUL OLSON	Director
**	
THOMAS O. PYLE	Director
**	
BRIAN SULLIVAN	Director

\*\* BY: /s/ PETER W. WALCOTT .

Peter W. Walcott, attorney-in-fact

---

EXHIBIT INDEX

- 4.1 Mykrolis Corporation 2001 Equity Incentive Plan
- 4.2 Mykrolis Corporation 2003 Employment Inducement and Acquisition Stock Plan
- 4.3 Mykrolis Corporation 2001 Non-Employee Director Stock Plan
- 5.1 Opinion of Peter W. Walcott, Senior Vice President and General Counsel to the Registrant, as to the legality of the securities being registered.
- 23.1 Consent of KPMG LLP, Independent Registered Public Accounting Firm.
- 23.2 Consent of Peter W. Walcott, Senior Vice President and General Counsel to the Registrant (contained in the opinion filed as Exhibit 5.1 to this Registration Statement).
- 24.1 Power of Attorney.

Mykrolis Corporation  
2001 EQUITY INCENTIVE PLAN

1. DEFINED TERMS

Exhibit A, which is incorporated by reference, defines the terms used in the Plan and sets forth certain operational rules related to those terms.

2. GENERAL

The Plan has been established to advance the interests of the Company by giving Stock-based and other incentives to selected Employees, directors and other persons (including both individuals and entities) who provide services to the Company or its Affiliates.

3. ADMINISTRATION

The Administrator has discretionary authority, subject only to the express provisions of the Plan, to interpret the Plan; determine eligibility for and grant Awards; determine, modify or waive the terms and conditions of any Award; prescribe forms, rules and procedures (which it may modify or waive); and otherwise do all things necessary to carry out the purposes of the Plan. Once an Award has been communicated in writing to a Participant, the Administrator may not, without the Participant's consent, alter the terms of the Award so as to affect adversely the Participant's rights under the Award, unless the Administrator expressly reserved the right to do so. In the case of any Award intended to be eligible for the performance-based compensation exception under Section 162(m), the Administrator shall exercise its discretion consistent with qualifying the Award for such exception.

4. LIMITS ON AWARD UNDER THE PLAN

a. Number of Shares.

A maximum of (1) [ ] shares of Stock, plus (2) an annual increase to be added on the date of each annual meeting of the stockholders of the Company, beginning with the 2002 annual meeting of the stockholders, equal to one percent (1.0%) of the outstanding shares of Stock on such date or such lesser amount determined by the Board, may be delivered in satisfaction of Awards under the Plan. The shares of Stock may be authorized, but unissued, or reacquired shares of Stock. For purposes of the preceding sentence, the following shares shall not be considered to have been delivered under the Plan: (i) shares remaining under an Award that terminates without having been exercised in full; (ii) shares subject to an Award,

where cash is delivered to a Participant in lieu of such shares; (iii) shares of Restricted Stock that have been forfeited in accordance with the terms of the applicable Award; and (iv) shares held back, in satisfaction of the exercise price or tax withholding requirements, from shares that would otherwise have been delivered pursuant to an Award. The number of shares of Stock delivered under an Award shall be determined net of any previously acquired Shares tendered by the Participant in payment of the exercise price or of withholding taxes. A maximum of [ ] shares of Stock may be issued as ISO Awards under the Plan.

b. Type of Shares.

Stock delivered by the Company under the Plan may be authorized but unissued Stock or previously issued Stock acquired by the Company and held in treasury. No fractional shares of Stock will be delivered under the Plan.

c. Option & SAR Limits.

The maximum number of shares of Stock for which Stock Options may be granted to any person in any calendar year, the maximum number of shares of Stock subject to SARs granted to any person in any calendar year and the aggregate maximum number of shares of Stock subject to other Awards that may be delivered to any person in any calendar year shall each be 1,000,000. For purposes of the preceding sentence, the repricing of a Stock Option or SAR shall be treated as a new grant to the extent required under Section 162(m). Subject to these limitations, each person eligible to participate in the Plan shall be eligible in any year to receive Awards covering up to the full number of shares of Stock then available for Awards under the Plan.

d. Other Award Limits.

No more than \$1,000,000 may be paid to any individual with respect to any Cash Performance Award. In applying the limitation of the preceding sentence: (A) multiple Cash Performance Awards to the same individual that are determined by reference to performance periods of one year or less ending with or within the same fiscal year of the Company shall be subject in the aggregate to one limit of such amount, and (B) multiple Cash Performance Awards to the same individual that are determined by reference to one or more multi-year performance periods ending in the same fiscal year of the Company shall be subject in the aggregate to a separate limit of such amount. With respect to any Performance Award other than a Cash Performance Award or a Stock Option or SAR, the maximum Award opportunity shall be 1,000,000 shares of Stock or their equivalent value in cash, subject to the limitations of Section 4.c.



## 5. ELIGIBILITY AND PARTICIPATION

The Administrator will select Participants from among those key Employees, directors and other individuals or entities providing services to the Company or its Affiliates who, in the opinion of the Administrator, are in a position to make a significant contribution to the success of the Company and its Affiliates. Eligibility for ISOs is further limited to those individuals whose employment status would qualify them for the tax treatment described in Sections 421 and 422 of the Code.

## 6. RULES APPLICABLE TO AWARDS

**All Awards. Terms of Awards.** The Administrator shall determine the terms of all Awards subject to the limitations provided herein. In the case of an ISO, the term shall be ten (10) years from the date of grant or such shorter term as may be provided in the Award. Moreover, in the case of an ISO granted to a Participant who, at the time the ISO is granted, owns stock representing more than ten percent (10%) of the total combined voting power of all classes of capital stock of the Company or any Parent or Subsidiary, the term of the ISO shall be five (5) years from the date of grant or such shorter term as may be provided in the Award.

**Performance Criteria.** Where rights under an Award depend in whole or in part on satisfaction of Performance Criteria, actions by the Company that have an effect, however material, on such Performance Criteria or on the likelihood that they will be satisfied will not be deemed an amendment or alteration of the Award.

**Alternative Settlement.** The Company may at any time extinguish rights under an Award in exchange for payment in cash, Stock (subject to the limitations of Section 4) or other property on such terms as the Administrator determines, provided the holder of the Award consents to such exchange.

(1) **Transferability Of Awards.** Except as the Administrator otherwise expressly provides, Awards may not be transferred other than by will or by the laws of descent and distribution, and during a Participant's lifetime an Award requiring exercise may be exercised only by the Participant (or in the event of the Participant's incapacity, the person or persons legally appointed to act on the Participant's behalf).

(2) **Vesting, Etc.** Without limiting the generality of Section 3, the Administrator may determine the time or times at which an Award will vest (i.e., become free of forfeiture restrictions) or become exercisable and the terms on which an Award requiring exercise will remain exercisable. Unless the Administrator expressly provides otherwise, immediately upon the cessation of the Participant's employment or other service relationship with the Company and its Affiliates an Award requiring exercise will cease to be exercisable and all Awards to the extent not already fully vested will be forfeited, except that:

(A) all Stock Options and SARs held by a Participant immediately prior to his or her death, to the extent then exercisable, will remain exercisable by such Participant's executor or administrator or the person or persons to

whom the Stock Option or SAR is transferred by will or the applicable laws of descent and distribution, and to the extent not then exercisable will vest and become exercisable upon such Participant's death by such Participant's executor or administrator or the person or persons to whom the Stock Option or SAR is transferred by will or the applicable laws of descent and distribution, in each case for the lesser of (i) a one year period ending with the first anniversary of the Participant's death or (ii) the period ending on the latest date on which such Stock Option or SAR could have been exercised without regard to this Section 6.a.(5) and shall thereupon terminate;

(B) all Stock Options and SARs held by the Participant immediately prior to the cessation of the Participant's employment or other service relationship for reasons other than death and except as provided in (C) below, to the extent then exercisable, will remain exercisable for the lesser of (i) a period of three months or (ii) the period ending on the latest date on which such Stock Option or SAR could have been exercised without regard to this Section 6.a.(5), and shall thereupon terminate; and

(C) all Stock Options and SARs held by the Participant whose cessation of employment or other service relationship is determined by the Administrator in its sole discretion to result for reasons which cast such discredit on the Participant as to justify immediate termination of the Award shall immediately terminate upon such cessation.

Unless the Administrator expressly provides otherwise, a Participant's "employment or other service relationship with the Company and its Affiliates" will be deemed to have ceased, in the case of an employee Participant, upon termination of the Participant's employment with the Company and its Affiliates (whether or not the Participant continues in the service of the Company or its Affiliates in some capacity other than that of an employee of the Company or its Affiliates), and in the case of any other Participant, when the service relationship in respect of which the Award was granted terminates (whether or not the Participant continues in the service of the Company or its Affiliates in some other capacity).

Taxes. The Administrator will make such provision for the withholding of taxes as it deems necessary. The Administrator may, but need not, hold back shares of Stock from an Award or permit a Participant to tender previously owned shares of Stock in satisfaction of tax withholding requirements, but not in excess of the minimum tax withholding rates applicable to the employee.

(3) Dividend Equivalents, Etc. The Administrator may provide for the payment of amounts in lieu of cash dividends or other cash distributions with respect to Stock subject to an Award.

(4) Rights Limited. Nothing in the Plan shall be construed as giving any person the right to continued employment or service with the Company or its Affiliates, or any rights as a shareholder except as to shares of Stock actually issued under the Plan. The loss of existing or potential profit in Awards will not constitute an element of damages in the event of termination of employment or service for any reason, even if the termination is in violation of an obligation of the Company or Affiliate to the Participant.

(5) Section 162(m). In the case of an Award intended to be eligible for the performance-based compensation exception under Section 162(m), the Plan and such Award shall be construed to the maximum extent permitted by law in a manner consistent with qualifying the Award for such exception.

- b. Awards Requiring Exercise. Time And Manner Of Exercise. Unless the Administrator expressly provides otherwise, (a) an Award requiring exercise by the holder will not be deemed to have been exercised until the Administrator receives a written notice of exercise (in form acceptable to the Administrator) signed by the appropriate person and accompanied by any payment required under the Award; and (b) if the Award is exercised by any person other than the Participant, the Administrator may require satisfactory evidence that the person exercising the Award has the right to do so.

(1) Exercise Price. The Administrator shall determine the exercise price of each Stock Option provided that each Stock Option intended to qualify for the performance-based exception under Section 162(m) of the Code and each ISO must have an exercise price that is not less than the fair market value of the Stock subject to the Stock Option, determined as of the date of grant. An ISO granted to an Employee described in Section 422(b)(6) of the Code must have an exercise price that is not less than 110% of such fair market value.

(2) Payment Of Exercise Price, If Any. Where the exercise of an Award is to be accompanied by payment: (a) all payments will be by cash or check acceptable to the Administrator, or, if so permitted by the Administrator (with the consent of the optionee of an ISO if permitted after the grant), (i) through the delivery of shares of Stock which have been outstanding for at least six months (unless the Administrator approves a shorter period) and which have a fair market value equal to the exercise price, (ii) by delivery of a promissory note of the person exercising the Award to the Company, payable on such terms as are specified by the Administrator, (iii) by delivery of an unconditional and irrevocable undertaking by a broker to deliver promptly to the Company sufficient funds to pay the exercise price, or (iv) by any combination of the foregoing permissible forms of payment; and (b) where shares of Stock issued under an Award are part of an original issue of shares, the Award shall require an exercise price equal to at least the par value of such shares.

(3) ISOs. No ISO may be granted under the Plan after [ ], 2011, but ISOs previously granted may extend beyond that date.

c. Awards Not Requiring Exercise.

Awards of Restricted Stock and Unrestricted Stock may be made in return for either (i) services determined by the Administrator to have a value not less than the par value of the Awarded shares of Stock, or (ii) cash or other property having a value not less than the par value of the Awarded shares of Stock payable in such combination and type of cash, other property (of any kind) or services as the Administrator may determine.

7. EFFECT OF CERTAIN TRANSACTIONS

a. Mergers, Etc.

In the event of a Covered Transaction, all outstanding Awards shall vest and if relevant become exercisable and all deferrals, other than deferrals of amounts that are neither measured by reference to nor payable in shares of Stock, shall be accelerated, immediately prior to the Covered Transaction and upon consummation of such Covered Transaction all Awards then outstanding and requiring exercise shall be forfeited unless assumed by an acquiring or surviving entity or its affiliate as provided in the following sentence. In the event of a Covered Transaction, unless otherwise determined by the Administrator, all Awards that are payable in shares of Stock and that have not been exercised, exchanged or converted, as applicable, shall be converted into and represent the right to receive the consideration to be paid in such Covered Transaction for each share of Stock into which such Award is exercisable, exchangeable or convertible, less the applicable exercise price or purchase price for such Award. In connection with any Covered Transaction in which there is an acquiring or surviving entity, the Administrator may provide for substitute or replacement Awards from, or the assumption of Awards by, the acquiring or surviving entity or its affiliates, any such substitution, replacement or assumption to be on such terms as the Administrator determines, provided that no such replacement or substitution shall diminish in any way the acceleration of Awards provided for in this section.

- b. Changes in and Distributions with Respect to the Stock. Basic Adjustment Provisions. In the event of a stock dividend, stock split or combination of shares, recapitalization or other change in the Company's capital structure after [\_\_\_\_], 2001, the Administrator will make appropriate adjustments to the maximum number of shares that may be delivered under the Plan under Section 4.a., and will also make appropriate adjustments to the number and kind of shares of stock or securities subject to Awards then outstanding or subsequently granted, any exercise prices relating to Awards and any other provision of Awards affected by such change.

Certain Other Adjustments. The Administrator may also make adjustments of the type described in paragraph (1) above to take into account distributions to common stockholders other than those provided for in Section 7.a. and 7.b.(1), or any other event, if the Administrator determines that adjustments are appropriate to avoid distortion in the operation of the Plan and to preserve the

value of Awards made hereunder; provided, that no such adjustment shall be made to the maximum share limits described in Section 4.c. or 4.d., or otherwise to an Award intended to be eligible for the performance-based exception under Section 162(m), except to the extent consistent with that exception, nor shall any change be made to ISOs except to the extent consistent with their continued qualification under Section 422 of the Code.

(1) Continuing Application of Plan Terms. References in the Plan to shares of Stock shall be construed to include any stock or securities resulting from an adjustment pursuant to Section 7.b.(1) or 7.b.(2) above.

#### 8. LEGAL CONDITIONS ON DELIVERY OF STOCK

The Company will not be obligated to deliver any shares of Stock pursuant to the Plan or to remove any restriction from shares of Stock previously delivered under the Plan until the Company's counsel has approved all legal matters in connection with the issuance and delivery of such shares; if the outstanding Stock is at the time of delivery listed on any stock exchange or national market system, the shares to be delivered have been listed or authorized to be listed on such exchange or system upon official notice of issuance; and all conditions of the Award have been satisfied or waived. If the sale of Stock has not been registered under the Securities Act of 1933, as amended, the Company may require, as a condition to exercise of the Award, such representations or agreements as counsel for the Company may consider appropriate to avoid violation of such Act. The Company may require that certificates evidencing Stock issued under the Plan bear an appropriate legend reflecting any restriction on transfer applicable to such Stock.

#### 9. AMENDMENT AND TERMINATION

Subject to the last sentence of Section 3, the Administrator may at any time or times amend the Plan or any outstanding Award for any purpose which may at the time be permitted by law, or may at any time terminate the Plan as to any further grants of Awards; provided, that (except to the extent expressly required or permitted by the Plan) no such amendment will, without the approval of the stockholders of the Company, effectuate a change for which stockholder approval is required in order for the Plan to continue to qualify under Section 422 of the Code and for Awards to be eligible for the performance-based exception under Section 162(m).

#### 10. NON-LIMITATION OF THE COMPANY'S RIGHTS

The existence of the Plan or the grant of any Award shall not in any way affect the Company's right to Award a person bonuses or other compensation in addition to Awards under the Plan.

#### 11. GOVERNING LAW

The Plan shall be construed in accordance with the laws of the State of Delaware.

## EXHIBIT A

### Definition of Terms

The following terms, when used in the Plan, shall have the meanings and be subject to the provisions set forth below:

"Administrator": The Board or, if one or more has been appointed, the Committee.

"Affiliate": Any corporation or other entity owning, directly or indirectly, 50% or more of the outstanding Stock of the Company, or in which the Company or any such corporation or other entity owns, directly or indirectly, 50% of the outstanding capital stock (determined by aggregate voting rights) or other voting interests.

"Award": Any or a combination of the following:

(i) Stock Options.

(ii) SARs.

(iii) Restricted Stock.

(iv) Unrestricted Stock.

(v) Deferred Stock.

(vi) Securities (other than Stock Options) that are convertible into or exchangeable for Stock on such terms and conditions as the Administrator determines.

(vii) Cash Performance Awards.

(viii) Performance Awards.

(ix) Grants of cash, or loans, made in connection with other Awards in order to help defray in whole or in part the economic cost (including tax cost) of the Award to the Participant.

"Board": The Board of Directors of the Company.

"Cash Performance Award": A Performance Award payable in cash. The right of the Company under Section 6.a.(3) to extinguish an Award in exchange for cash or the

exercise by the Company of such right shall not make an Award otherwise not payable in cash a Cash Performance Award.

"Code": The U.S. Internal Revenue Code of 1986 as from time to time amended and in effect, or any successor statute as from time to time in effect.

"Committee": One or more committees of the Board which in the case of Awards granted to officers of the Company shall be comprised solely of two or more outside directors within the meaning of Section 162(m). Any Committee may delegate ministerial tasks to such persons (including Employees) as it deems appropriate.

"Company": Mykrolis Corporation

"Covered Transaction": Any of (i) a consolidation or merger in which the Company is not the surviving corporation or which results in the acquisition of all or substantially all of the Company's then outstanding common stock by a single person or entity or by a group of persons and/or entities acting in concert, (ii) a sale or transfer of all or substantially all the Company's assets, or (iii) a dissolution or liquidation of the Company.

"Deferred Stock": A promise to deliver Stock or other securities in the future on specified terms.

"Employee": Any person who is employed by the Company or an Affiliate.

"ISO": A Stock Option intended to be an "incentive stock option" within the meaning of Section 422 of the Code. No Stock Option Awarded under the Plan will be an ISO unless the Administrator expressly provides for ISO treatment.

"Parent": A "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

"Participant": An Employee, director or other person providing services to the Company or its Affiliates who is granted an Award under the Plan.

"Performance Award": An Award subject to Performance Criteria. The Committee in its discretion may grant Performance Awards that are intended to qualify for the performance-based compensation exception under Section 162(m) and Performance Awards that are not intended so to qualify.

"Performance Criteria": Specified criteria the satisfaction of which is a condition for the exercisability, vesting or full enjoyment of an Award. For purposes of Performance Awards that are intended to qualify for the performance-based compensation exception under Section 162(m), a Performance Criterion shall mean an objectively determinable measure of performance relating to any of the following (determined either on a consolidated basis or, as

the context permits, on a divisional, subsidiary, line of business, project or geographical basis or in combinations thereof): (i) sales; revenues; assets; expenses; earnings before or after deduction for all or any portion of interest, taxes, depreciation, amortization or other items, whether or not on a continuing operations or an aggregate or per share basis; return on equity, investment, capital or assets; one or more operating ratios; borrowing levels, leverage ratios or credit rating; market share; capital expenditures; cash flow; stock price; stockholder return; network deployment; sales of particular products or services; customer acquisition, expansion and retention; or any combination of the foregoing; or (ii) acquisitions and divestitures (in whole or in part); joint ventures and strategic alliances; spin-offs, split-ups and the like; reorganizations; recapitalizations, restructurings, financings (issuance of debt or equity) and refinancings; transactions that would constitute a change of control; or any combination of the foregoing. A Performance Criterion measure and targets with respect thereto determined by the Administrator need not be based upon an increase, a positive or improved result or avoidance of loss.

"Plan": The Mykrolis Corporation 2001 Equity Incentive Plan, as from time to time amended and in effect.

"Restricted Stock": An Award of Stock subject to restrictions requiring that such Stock be redelivered to the Company if specified conditions are not satisfied.

"Section 162(m)": Section 162(m) of the Code.

"SARs": Rights entitling the holder upon exercise to receive cash or Stock, as the Administrator determines, equal to a function (determined by the Administrator using such factors as it deems appropriate) of the amount by which the Stock has appreciated in value since the date of the Award.

"Stock": Common Stock of the Company, par value \$ .01 per share.

"Stock Options": Options entitling the recipient to acquire shares of Stock upon payment of the exercise price.

"Subsidiary": A "subsidiary corporation," whether now or hereafter existing, as defined in Section 424(f) of the Code.

"Unrestricted Stock": An Award of Stock not subject to any restrictions under the Plan.



## MYKROLIS CORPORATION

## 2003 EMPLOYMENT INDUCEMENT AND ACQUISITION STOCK OPTION PLAN

**1. NAME AND PURPOSE.** This plan shall be called the Mykrolis Corporation 2003 Employment Inducement and Acquisition Stock Option Plan (the “Plan”). The Plan has been established to advance the interests of Mykrolis Corporation (“Mykrolis”) by providing a form of stock-based compensation which will permit the Mykrolis to induce highly qualified individuals to accept employment with the Mykrolis or with any of its subsidiaries and will permit Mykrolis to retain qualified employees of companies acquired by Mykrolis or its subsidiaries.

**2. EFFECTIVE DATE AND TERM OF THE PLAN.** The Plan shall become effective as of July 1, 2003 (the “Effective Date”). Options may not be granted under the Plan after the tenth (10th) anniversary of the Effective Date (the “Term”); provided, however, that all options outstanding as of that date shall remain or become exercisable pursuant to their terms and the terms of the Plan.

**3. ADMINISTRATION.** The Plan shall be administered by the Board of Directors of the Mykrolis (the “Board”) or by Management Development & Compensation Committee of the Board (the “Committee”) composed solely of two or more “Non-Employee Directors” (as such term is defined under Rule 16b-3 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)). References herein to the Committee shall be deemed to refer to the Board in the event that the administration of the Plan has not been delegated to the Committee. The Committee may, from time to time, establish such regulations, provisions and procedures, within the terms of the Plan, as in the opinion of its members may be advisable in the administration of the Plan. A majority of the members of the Committee shall constitute a quorum, and the acts of a majority of a quorum at any meeting, or acts reduced to or approved in writing by a majority of the members of the Committee, shall be the valid acts of the Committee. The interpretation and construction by the Committee of any provisions of the Plan or of any option granted pursuant to the Plan shall be final and binding upon Mykrolis and any optionee. No member of the Board of Directors of Mykrolis or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any option granted pursuant thereto.

**4. STOCK AVAILABLE FOR AWARDS.** Subject to the adjustments as provided in Subsection 7.7, the aggregate number of shares of common stock, par value \$.01 per share, of Mykrolis (the “Common Stock”) reserved for issue under the Plan shall be the aggregate of (1) 350,000 shares of Common Stock, plus (2) an annual increase to be added on the date of each annual meeting of the stockholders of Mykrolis, beginning with the 2004 annual meeting of the stockholders, equal to one quarter of one percent (0.25%) of the outstanding shares of Common Stock on such date or such lesser amount determined by the Board. The shares of Common Stock that may be delivered in satisfaction of Awards and Options under the Plan. may be authorized, but unissued, or reacquired shares of Common Stock (the “Shares”). Determinations as to the number of Shares that remain available for issuance under the Plan shall be made in accordance with such rules and procedures as the Committee shall determine from time to time.

If any outstanding option or other award under the Plan expires or is terminated for any reason before the end of the Term of the Plan, the Shares allocable to the unexercised portion of such option shall become available for the grant of other options under the Plan. No shares delivered to Mykrolis in full or partial payment upon exercise of an option pursuant to Subsection 7.3 or in full or partial payment of any withholding tax liability permitted under Section 11 shall become available for the grant of other awards under the Plan.

**5. PARTICIPATION.** Subject to the limitations contained in this Section 5, participants in the Plan (“Participants”) shall include: **(i)** any prospective or newly-hired employee or Rehire Employee (as defined in paragraph 6 below) of Mykrolis or any of its subsidiaries, in either case to the extent that an award under this Plan is a material inducement to such person’s acceptance of employment with Mykrolis or a subsidiary of Mykrolis; and **(ii)** any employee of a company (the “Target”) that Mykrolis or any subsidiary of Mykrolis acquires, to the extent that an award under this Plan is in connection with such person’s acceptance of employment with Mykrolis following the acquisition of Target by Mykrolis or a subsidiary of Mykrolis. Participants will be eligible to be granted options to purchase Shares in accordance and consistent with the terms and conditions of the Plan. Except as provided herein, terms and conditions of options granted to a Participant at any given time need not be the same for any other grant of options.

**6. AWARDS.** Awards under this Plan may consist of any or a combination of stock options, restricted stock awards, unrestricted stock awards, deferred stock awards, or awards of securities (other than stock options) convertible into or exchangeable for Shares on such terms as the Committee determines. Awards may be granted under this Plan: **(i)** as a material employment inducement to persons being hired by Mykrolis or any subsidiary of Mykrolis, and to persons rehired by Mykrolis or any subsidiary of Mykrolis following a bone fide period of interruption of employment (a “Rehire Employee”); or **(ii)** to convert, replace or adjust outstanding options held by a person employed by any Target to reflect the acquisition of Target by Mykrolis or a subsidiary of Mykrolis. Subject to the foregoing, the Committee shall be authorized to determine from time to time the Participants to be granted Awards, the number of Shares subject to such Awards, and the terms and conditions of the Awards to be granted. All Awards granted under this Section must be approved by either the Board or the Committee prior to such grant.

**6.1. Notice of Awards.** To the extent required by applicable regulations of the Securities & Exchange Commission and of the New York Stock Exchange, Mykrolis shall: **(i)** provide the New York Stock Exchange with written notice of each Award under this Plan; and **(ii)** promptly disclose all employment inducement Awards under this Plan in a press release describing the material terms of the award, including the recipient(s) of the Award and the number of shares involved in the Award. Failure to comply with the provisions of this Subsection 6.1 shall not invalidate any Award grant or in any way impair or invalidate the exercise thereof.

**7. TERMS AND CONDITIONS OF OPTIONS GRANTED UNDER THE PLAN.** All stock options granted under the Plan shall be non-statutory options not intended to qualify under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”). Each stock option granted under the Plan shall provide that such option will not be treated as an “incentive stock option,” as that term is defined in Section 422(b) of the Code. All stock options granted under this Plan

shall be evidenced by agreements in such form as the Committee shall from time to time approve, which agreements shall comply with and be subject to the following conditions:

**7.1. Term of Options.** The term of each option shall be for a period of not greater than ten (10) years from the date of grant of the option.

**7.2. Option Price.** The exercise price of each option shall be equal to one hundred percent (100%) of the Fair Market Value of the shares of Common Stock on the date of the grant of the option. As used herein the term "Fair Market Value" shall mean the closing price of a share of Mykrolis Common Stock on the New York Stock Exchange ("NYSE") on the day the option is granted or if no sale of shares of Common Stock is reflected on the NYSE on that day, on the next preceding day on which there was a sale of shares of Common Stock reflected on the NYSE.

**7.3. Medium of Payment.** The option exercise price shall be payable to Mykrolis in United States dollars in cash or by check, bank draft, or money order payable to the order of Mykrolis or if permitted by the Committee: **(i)** through the delivery of shares of the Common Stock with a Fair Market Value on the date of the exercise equal to the option price, *provided* such shares are used as payment to acquire not less than 100 Shares, **(ii)** by delivery of an unconditional and irrevocable undertaking by a broker to deliver promptly to Mykrolis sufficient funds to pay the exercise price, or **(iii)** by a combination of the above. Fair Market Value will be determined in the manner specified in Subsection 7.2 except as to the date of determination.

**7.4. Exercise of Options.** Except, in the case of awards made pursuant to Section 6(ii), to the extent more favorable to the Participant than the terms of the Target award being converted, replaced or adjusted, the Committee shall have the authority to determine, at the time of grant of each option pursuant to Section 6, the times at which an option may be exercised and any conditions precedent to the exercise of an option. An option shall be exercisable upon written notice to the Chief Financial Officer of Mykrolis or his or her designee, as to any or all Shares covered by the option, until its termination or expiration in accordance with its terms or the provisions of the Plan. Notwithstanding the foregoing, an option shall not at any time be exercisable with respect to less than 100 Shares unless the remaining Shares covered by an option are less than 100 Shares. The option exercise price for the Shares purchased pursuant to an option shall be paid in full upon delivery to the optionee of certificates for such Shares. Exercise by an optionee's heir or personal representative shall be accompanied by evidence of his or her authority to act, in a form reasonably satisfactory to Mykrolis.

**7.5. Termination of a Participant's Service with Mykrolis for any Reason Other than Death, etc.** Except, in the case of awards made pursuant to Section 6(ii), to the extent more favorable to the Participant than the terms of the Target award being converted, replaced or adjusted, in the event an optionee shall cease to serve Mykrolis or any subsidiary of Mykrolis as an employee for any reason other than such optionee's death or Permanent Disability (as defined in Subsection 7.6 below), each option held by such optionee shall, to the extent rights to purchase shares under the option have been accrued at the time such optionee ceases to serve as an employee, remain exercisable, in whole or in part, by the optionee, subject to prior expiration according to its terms and other limitations imposed by the Plan, for a period of ninety (90) days following the

optionee's cessation of service as an employee of Mykrolis. If the optionee dies after such cessation of service, the optionee's options shall be exercisable in accordance with Subsection 7.6 hereof.

**7.6. Termination of Service for Death or Permanent Disability.** Except, in the case of awards made pursuant to Section 6(ii), to the extent more favorable to the Participant than the terms of the Target award being converted, replaced or adjusted, if an optionee ceases to be an employee by reason of death or Permanent Disability, each option held by such optionee shall immediately become exercisable and shall remain exercisable, in whole or in part, by (in the case of Permanent Disability) the optionee or (in the case of death) the personal representative of the optionee's estate. If an optionee dies or a Permanent Disability occurs during the extended exercise period following cessation of service specified in Subsection 7.5 above, such option may be exercised any time within the longer of such extended period or one (1) year after death or Permanent Disability, subject to the prior expiration of the term of the option. For purposes of this Subsection, "Permanent Disability," shall mean a determination by the Social Security Administration or any similar successor agency that an optionee is "permanently disabled," and the date on which a Permanent Disability is deemed to have occurred shall be the date on which such determination by such agency shall have been made.

**7.7. Adjustment in Shares Covered by an Option.** Shares covered by options shall be subject to adjustment as follows:

**7.7.1. Stock Splits and Dividends, etc.** The number of shares covered by each outstanding option, and the purchase price per share thereof, shall be proportionately adjusted for any increase or decrease in the number of issued and outstanding shares resulting from a split in or combination of shares or the payment of a stock dividend on the shares or any other increase or decrease in the number of such shares effected without receipt of consideration by Mykrolis.

**7.7.2. Acquisitions.** If Mykrolis shall be the surviving corporation in any merger or consolidation or if Mykrolis is merged into a wholly-owned subsidiary solely for purposes of changing Mykrolis's state of incorporation, each outstanding option shall pertain to and apply to the securities to which a holder of the number of shares subject to the option would have been entitled to receive in such transaction.

**7.7.3. Merger or Consolidation where Mykrolis is not the Survivor.** In the event of: **(i)** a consolidation or merger in which Mykrolis is not the surviving corporation or which results in the acquisition of all or substantially all of Mykrolis' then outstanding common stock by a single person or entity or by a group of persons and/or entities acting in concert; **(ii)** a sale or transfer of all or substantially all Mykrolis' assets, or **(iii)** a dissolution or liquidation of Mykrolis; then all outstanding options shall vest and if relevant become exercisable and all deferrals, other than deferrals of amounts that are neither measured by reference to nor payable in shares of Stock, shall be accelerated, immediately prior to any such transaction and upon consummation of such transaction all options then outstanding and

requiring exercise shall be forfeited unless assumed by an acquiring or surviving entity or its affiliate as provided in the following sentence. In the event of a any such transaction, unless otherwise determined by the Board, all Awards that are payable in shares of Stock and that have not been exercised, exchanged or converted, as applicable, shall be converted into and represent the right to receive the consideration to be paid in such transaction for each share of Stock into which such option is exercisable, exchangeable or convertible, less the applicable exercise price or purchase price for such option. In connection with any such transaction in which there is an acquiring or surviving entity, the Board may provide for substitute or replacement options from, or the assumption of options by, the acquiring or surviving entity or its affiliates, any such substitution, replacement or assumption to be on such terms as the Board determines, provided that no such replacement or substitution shall diminish in any way the acceleration of options provided for in this subsection.

**7.7.4. Change in Par Value.** In the event of a change in the shares as presently constituted, which is limited to a change of all of its authorized shares with par value into the same number of shares with a different par value or without par value, the shares resulting from any such change shall be deemed to be the Shares within the meaning of the Plan.

To the extent that the foregoing adjustments relate to stock or securities of Mykrolis, such adjustments shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Any such adjustment may provide for the elimination of any fractional share which might otherwise become subject to an option. Except as expressly provided in this Subsection 7.7, the optionee shall have no rights by reason of any split or combination of shares of stock of any class or the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class or by reason of any dissolution, liquidation, merger, or consolidation or spin-off of assets or stock of another corporation, and any issue by Mykrolis of shares of stock of any class, or securities convertible into shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of stock subject to the option. The grant of an option pursuant to the Plan shall not affect in any way the right or power of Mykrolis to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

**7.8. *Rights of a Stockholder.*** An optionee shall have no rights as a stockholder with respect to any Shares covered by his or her option until the date on which the optionee becomes the holder of record of such Shares. No adjustment shall be made for dividends, distributions, or other rights for which the record date is prior to the date on which he or she shall have become the holder of record thereof, except as provided in Subsection 7.7.

**7.9. *Postponement of Delivery of Shares and Representations.*** Mykrolis, in its discretion, may postpone the issuance and/or delivery of Shares upon any exercise of an option until completion of the registration or other qualification of the Common Stock under any state and/or federal law, rule or regulation or the listing of the Common Stock

on such securities exchange, as Mykrolis may consider appropriate, and may require any person exercising an option to make such representations, including a representation that it is the optionee's intention to acquire Shares for investment and not with a view to distribution thereof, and furnish such information as it may consider appropriate in connection with the issuance or delivery of the Shares in compliance with applicable laws, rules, and regulations. In such event no Shares shall be issued to such optionee unless and until Mykrolis is satisfied with the accuracy of any such representations.

**7.10. Non-Transferability.** Except as the Committee otherwise expressly provides subject, in the case of awards made pursuant to Section 6(ii), to the extent more favorable to the Participant than the terms of the Target award being converted, replaced or adjusted, the options granted pursuant to the Plan may not be transferred by an optionee other than by will or by the laws of descent and distribution, and during an optionee's lifetime an option may be exercised only by the optionee (or in the event of the optionee's incapacity, the person or persons legally appointed to act on the optionee's behalf).

**7.11. Other Provisions.** The option agreements authorized under the Plan shall contain such other provisions, including, without limitation, restrictions upon the exercise of the option, as the Committee shall deem advisable.

**8. ADDITION OF TARGET SHARES TO THE PLAN.** Shares available for grant under a pre-existing (within the meaning of the applicable New York Stock Exchange rules) stock option plan of a Target that was approved by the stockholders of the Target may be added to the pool of shares specified in Section 4 above subject to the following conditions:

- the number of shares added to the Plan shall be appropriately adjusted to reflect the acquisition transaction;
- the time during which the shares added to the Plan hereunder are available for grant is not extended beyond the period when they would have been available under the pre-existing Target plan, absent the transaction; and
- the options and other awards are not granted to individuals who were employed, immediately before the acquisition transaction, by Mykrolis or any subsidiary of Mykrolis existing prior to the acquisition transaction.

**9. ADJUSTMENTS IN SHARES AVAILABLE FOR OPTIONS.** The adjustments in number and kind of shares and the substitution of Shares, affecting outstanding options in accordance with Subsection 7.7 hereof, shall also apply to the number and kind of Shares issuable upon the exercise of options to be granted pursuant to Section 6 and the number and kind of Shares reserved for issuance pursuant to the Plan, but not yet covered by options.

**10. AMENDMENT OF THE PLAN.** The Board, insofar as permitted by law, shall have the right from time to time, with respect to any Shares at the time not subject to options, to suspend or discontinue the Plan or revise or amend it in any respect whatsoever.

**11. WITHHOLDING OF TAXES.** Mykrolis shall have the right to deduct from any payment to be made pursuant to this Plan, or to otherwise require, prior to the issuance or delivery of any Shares, payment by the optionee of any federal, state, or local taxes required by law to be

withheld. Unless otherwise prohibited by the Committee, an optionee may satisfy any such withholding tax obligation by any of the following means or by a combination of such means: **(i)** tendering a cash payment; **(ii)** authorizing Mykrolis to withhold from the Shares otherwise issuable to the optionee a number of Shares having a Fair Market Value as of the Tax Date (as defined below) equal to the amount of withholding tax obligation; or **(iii)** delivering to Mykrolis unencumbered shares of Common Stock owned by the optionee having a Fair Market Value, as of the Tax Date, equal to the amount of the withholding tax obligation. The “Tax Date” shall be the date that the amount of tax to be withheld is determined. Fair Market Value shall be determined in the manner specified in Subsection 7.2, except as to the date of determination. An optionee’s election to pay the withholding tax obligation by either of (ii) or (iii) above shall be irrevocable, is subject to prior approval by the Committee, and must be made either six (6) months prior to the Tax Date or during the period beginning on the third business day following the date of release of Mykrolis’ quarterly or annual summary statement of sales and earnings and ending on the tenth business day following such date.

**12. RIGHT OF MYKROLIS TO TERMINATE PARTICIPANT’S SERVICE.** Nothing in this Plan or in the grant of any option hereunder shall in any way limit or affect the right of Mykrolis to terminate the employment of any Participant or optionee.

**13. APPLICATION OF FUNDS.** The proceeds received by Mykrolis from the sale of Shares pursuant to options will be used for general corporate purposes.

**14. NO OBLIGATION TO EXERCISE OPTION.** The granting of an option shall impose no obligation on the optionee to exercise such option.

**15. CONSTRUCTION.** This Plan shall be construed under the laws of the State of Delaware.

## Mykrolis Corporation

## 2001 NON-EMPLOYEE DIRECTOR STOCK OPTION PLAN

1. Name and Purpose. This plan shall be called the Mykrolis Corporation 2001 Non-Employee Director Stock Option Plan (the "Plan"). The Plan is intended to encourage stock ownership by Non-Employee Directors (as defined below) of Mykrolis Corporation, a Delaware corporation (the "Company"), to provide such directors with an additional incentive to manage the Company effectively and to contribute to its success, and to provide a form of compensation which will attract and retain highly qualified individuals as members of the Board of Directors of the Company.

2. Effective Date and Term of the Plan. The Plan shall become effective on the date of the consummation of the initial public offering of the Company's common stock, par value \$.01 per share (the "Effective Date"). Options may not be granted under the Plan after the tenth (10th) anniversary of the Effective Date (the "Term"); provided, however, that all options outstanding as of that date shall remain or become exercisable pursuant to their terms and the terms of the Plan.

3. Administration. The Plan shall initially be administered by the Board of Directors of the Company (the "Board"). The Board shall delegate the administration of the Plan to a committee of Board (the "Committee") in the event such a committee is established by the Board for such purpose and that committee is composed solely of two or more "Non-Employee Directors" (as such term is defined under Rule 16b-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). Each member of the Committee shall be eligible to participate in the Plan. References herein to the Committee shall be deemed to refer to the Board in the event that the administration of the Plan has not been delegated to the Committee. The Committee may, from time to time, establish such regulations, provisions and procedures, within the terms of the Plan, as in the opinion of its members may be advisable in the administration of the Plan. A majority of the Committee shall constitute a quorum, and the acts of a majority of a quorum at any meeting, or acts reduced to or approved in writing by a majority of the members of the Committee, shall be the valid acts of the Committee. The interpretation and construction by the Committee of any provisions of the Plan or of any option granted pursuant to the Plan shall be final and binding upon the Company and any optionee. No member of the Board of Directors of the Company or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any option granted pursuant thereto.



4. Stock Available for Options. Subject to the adjustments as provided in Subsection 7(f), the aggregate number of shares of common stock, par value \$.01 per share, of the Company (the "Common Stock") reserved for purposes of the Plan shall be 250,000 shares of authorized and unissued shares or issued shares reacquired by the Company (the "Shares"). Determinations as to the number of Shares that remain available for issuance under the Plan shall be made in accordance with such rules and procedures as the Committee shall determine from time to time. If any outstanding option under the Plan expires or is terminated for any reason before the end of the Term of the Plan, the Shares allocable to the unexercised portion of such option shall become available for the grant of other options under the Plan. No shares delivered to the Company in full or partial payment upon exercise of an option pursuant to Subsection 7(c) or in full or partial payment of any withholding tax liability permitted under Section 10 shall become available for the grant of other options under the Plan.

5. Participation. Subject to the limitations contained in this Section 5, any director of the Company who is not a contractual nor common law employee of the Company or any of its subsidiaries (a "Non-Employee Director") will be eligible to be granted options to purchase shares of the issued or issuable Common Stock in accordance and consistent with the terms and conditions of the Plan. An optionee may hold more than one option, but only on the terms and subject to the restrictions hereafter set forth. Except as provided herein, terms and conditions of options granted to a director at any given time need not be the same for any other grant of options.

6. Option Grants.

(a) Discretionary Grants. In addition to the automatic option grants provided for in Subsections (b) and (c) hereof, the Committee shall be authorized to determine from time to time the directors (among the Non-Employee Directors) to be granted options, the number of shares of Common Stock subject to such options, and the terms and conditions of the options to be granted. All options granted under this Subsection (a) must be approved by either the Board or the Committee prior to such grant.

(b) Initial Grants. Each Non-Employee Director who was in office prior to the Effective Date and remains in office after the Effective Date, shall automatically be granted options to purchase [ ] shares of Common Stock unless such Non-Employee Director had previously received a such a grant prior to the Effective Date. Any individual elected to the Board as a Non-Employee Director after the Effective Date shall automatically be granted options to purchase [ ] shares of Common Stock (as adjusted pursuant to Section 8 hereof) upon initial election to such position.

(c) Annual Grants. Each Non-Employee Director shall automatically be entitled to be granted options to purchase [ ] shares of Common Stock (as adjusted pursuant to Section 8 hereof) on each anniversary of such Non-Employee Director's election to the Board of Directors. Such options will be granted to each Non-Employee

Director on the date of the Company's Annual Meeting of Stockholders (or such other date as determined by the Board in the event that an Annual Meeting of Stockholders is not held by the Company).

(d) Non-Statutory Stock Options. All options granted under the Plan shall be non-statutory options not intended to qualify under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). Each option granted under the Plan shall provide that such option will not be treated as an "incentive stock option," as that term is defined in Section 422(b) of the Code.

7. Terms and Conditions of Options of the Plan. Options granted under this Plan shall be evidenced by agreements in such form as the Committee shall from time to time approve, which agreements shall comply with and be subject to the following conditions:

(a) Term of Options. The term of each option shall be for a period of not greater than ten (10) years from the date of grant of the option.

(b) Option Price. The exercise price of each option shall be equal to one hundred percent (100%) of the Fair Market Value of the shares of Common Stock on the date of the grant of the option. If the shares are traded in the over-the-counter market, the Fair Market Value per share shall be the closing price on the New York Stock Exchange ("NYSE") on the day the option is granted or if no sale of shares is reflected in NYSE on that day, on the next preceding day on which there was a sale of shares reflected in NYSE. If the shares are not traded in the over-the-counter market but are listed upon an established stock exchange or exchanges, such Fair Market Value shall be deemed to be the closing price of the shares on such stock exchange or exchanges on the day the option is granted or if no sale of the shares shall have been made on any stock exchange on that day, on the next preceding day on which there was a sale of the shares.

(c) Medium of Payment. The option price shall be payable to the Company either (i) in United States dollars in cash or by check, bank draft, or money order payable to the order of the Company or (ii) if permitted by the Board, through the delivery of shares of the Common Stock with a Fair Market Value on the date of the exercise equal to the option price, provided such shares are utilized as payment to acquire at least 100 shares of Common Stock, or (iii) by a combination of (i) and (ii) above. Fair Market Value will be determined in the manner specified in Subsection 7(b) except as to the date of determination.

(d) Exercise of Options. Except as provided herein, the Committee shall have the authority to determine, at the time of grant of each option pursuant to Subsection 6(a), the times at which an option may be exercised and any conditions precedent to the exercise of an option. Except as provided herein, options granted pursuant to Subsection 6(b) and Subsection 6(c) shall become exercisable in three equal

installments beginning on the first anniversary of the date of grant and continuing on each anniversary thereafter until all such options are exercisable. An option shall be exercisable upon written notice to the Chief Financial Officer of the Company, as to any or all shares covered by the option, until its termination or expiration in accordance with its terms or the provisions of the Plan. Notwithstanding the foregoing, an option shall not at any time be exercisable with respect to less than 100 shares unless the remaining shares covered by an option are less than 100 shares. The purchase price of the shares purchased pursuant to an option shall be paid in full upon delivery to the optionee of certificates for such shares. Exercise by an optionee's heir, personal representative or permitted transferee shall be accompanied by evidence of his or her authority to act, in a form reasonably satisfactory to the Company.

(e) Termination of Service as Director.

(i) Termination of Service for any Reason Other than Death. In the event an optionee shall cease to serve the Company as a director for any reason other than such optionee's death or Permanent Disability, each option held by such optionee shall, to the extent rights to purchase shares under the option have been accrued at the time such optionee ceases to serve as a director, remain exercisable, in whole or in part, by the optionee, subject to prior expiration according to its terms and other limitations imposed by the Plan, for a period of one (1) year following the optionee's cessation of service as a director of the Company. If the optionee dies after such cessation of service, the optionee's options shall be exercisable in accordance with Subsection 6(e)(ii) hereof.

(ii) Termination of Service for Death or Permanent Disability. If an optionee ceases to be a director by reason of death or Permanent Disability, each option held by such optionee shall immediately become exercisable and shall remain exercisable, in whole or in part, by (in the case of Permanent Disability) the optionee or (in the case of death) the personal representative of the optionee's estate or by any person or persons who have acquired the option directly from the optionee during the shorter of the following periods: (A) the term of the option, or (B) a period of two (2) years from the death or Permanent Disability of such optionee. If an optionee dies or a Permanent Disability occurs during the extended exercise period following cessation of service specified in Subsection 6(e)(i) above, such option may be exercised any time within the longer of such extended period or [one (1) year] after death or Permanent Disability, subject to the prior expiration of the term of the option. For purposes of this Subsection 6(e)(ii), "Permanent Disability" shall mean a determination by the Social Security Administration or any similar successor agency that an optionee is "permanently disabled," and the date on which a Permanent Disability is deemed to have occurred shall be the date on which such determination by such agency shall have been made.

(f) Adjustment in Shares Covered by Option. The number of shares covered by each outstanding option, and the purchase price per share thereof, shall be proportionately adjusted for any increase or decrease in the number of issued and outstanding shares resulting from a split in or combination of shares or the payment of a stock dividend on the shares or any other increase or decrease in the number of such shares effected without receipt of consideration by the Company. If the Company shall be the surviving corporation in any merger or consolidation or if the Company is merged into a wholly-owned subsidiary solely for purposes of changing the Company's state of incorporation, each outstanding option shall pertain to and apply to the securities to which a holder of the number of shares subject to the option would have been entitled to receive in such transaction. In the event of a Change in Control, only if provided in the option agreement, any option awarded under this Plan to the extent not previously exercisable shall immediately become fully exercisable. The Committee in its sole discretion may direct the Company to cash out all outstanding options on the basis of the Change in Control Price as of the date a Change in Control occurs or such other date as the Committee may determine prior to the Change in Control. For purposes of this Plan, a "Change in Control" means the occurrence of any of the following: (A) when any "person" as defined in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) of the Exchange Act but excluding the Company and any subsidiary, any of the Company's existing stockholders prior to the Effective Date and any employee benefit plan sponsored or maintained by the Company or any subsidiary (including any trustee of such plan acting as trustee), directly or indirectly, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act, as amended from time to time), after the Effective Date, of securities of the Company representing twenty percent (20%) or more of the combined voting power of the Company's then outstanding securities; (B) when, during any period of 24 consecutive months during the existence of the Plan, the individuals who, at the beginning of such period, constitute the Board of Directors of the Company (the "Incumbent Directors") cease for any reason other than death to constitute at least a majority thereof; provided, however, that a director who was not a director at the beginning of such 24-month period shall be deemed to have satisfied such 24-month requirement (and be an Incumbent Director) if such director was elected by, or on the recommendation of or with the approval of, at least two-thirds of the directors who then qualified as Incumbent Directors either actually (because they were directors at the beginning of such 24 month period) or by prior operation of this provision; or (C) the approval by the stockholders of the Company of a transaction involving the acquisition of the Company by an entity other than the Company or a subsidiary through purchase of assets, by merger, or otherwise. For purposes of this Plan, "Change in Control Price" means the highest price per share of Common Stock paid in any transaction reported on the New York Stock Exchange or paid or offered in any bona fide transaction related to a Change in Control at any time during the 60-day period immediately preceding the occurrence of the Change in Control, in each case as determined by the Committee. In the event of a change in the

shares as presently constituted, which is limited to a change of all of its authorized shares with par value into the same number of shares with a different par value or without par value, the shares resulting from any such change shall be deemed to be the Shares within the meaning of the Plan. To the extent that the foregoing adjustments relate to stock or securities of the Company, such adjustments shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Any such adjustment may provide for the elimination of any fractional share which might otherwise become subject to an option. Except as expressly provided in this Subsection 7(f), the optionee shall have no rights by reason of any split or combination of shares of stock of any class or the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class or by reason of any dissolution, liquidation, merger, or consolidation or spinoff of assets or stock of another corporation, and any issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of stock subject to the option. The grant of an option pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

(g) Rights of a Stockholder. An optionee shall have no rights as a stockholder with respect to any shares covered by his or her option until the date on which the optionee becomes the holder of record of such shares. No adjustment shall be made for dividends, distributions, or other rights for which the record date is prior to the date on which he or she shall have become the holder of record thereof, except as provided in Subsection 7(f).

(h) Postponement of Delivery of Shares and Representations. The Company, in its discretion, may postpone the issuance and/or delivery of shares upon any exercise of an option until completion of the registration or other qualification of such shares under any state and/or federal law, rule or regulation as the Company may consider appropriate, and may require any person exercising an option to make such representations, including a representation that it is the optionee's intention to acquire shares for investment and not with a view to distribution thereof, and furnish such information as it may consider appropriate in connection with the issuance or delivery of the shares in compliance with applicable laws, rules, and regulations. In such event no shares shall be issued to such holder unless and until the Company is satisfied with the accuracy of any such representations.

(i) Transferability. If provided in the option agreement, the options granted pursuant to the Plan may be transferable by a Non-Employee Director. The Committee shall have the sole discretion to determine to what extent, if any, the options granted pursuant to the Plan are transferable by a Non-Employee Director.

(j) Other Provisions. The option agreements authorized under the Plan shall contain such other provisions, including, without limitation, restrictions upon the exercise of the option, as the Committee shall deem advisable.

8. Adjustments in Shares Available for Options. The adjustments in number and kind of shares and the substitution of shares, affecting outstanding options in accordance with Subsection 7(f) hereof, shall also apply to the number and kind of shares issuable upon the exercise of options to be granted pursuant to Section 6 and the number and kind of shares reserved for issuance pursuant to the Plan, but not yet covered by options.

9. Amendment of the Plan. The Board, insofar as permitted by law, shall have the right from time to time, with respect to any shares at the time not subject to options, to suspend or discontinue the Plan or revise or amend it in any respect whatsoever. So long as the Common Stock is eligible for trading on the Nasdaq National Market or the New York Stock Exchange, the Board shall obtain stockholder approval for those revisions or amendments of the Plan required to be so approved pursuant to the rules of the Nasdaq National Market or the New York Stock Exchange, as applicable. If the Plan is amended so that the exemption provided by Rule 16b-3 as a result of the Plan being approved by the stockholders of the Company is no longer available for options granted under Subsections 6(b) or 6(c) hereof, all options subsequently granted thereunder must be approved by either the Board or the Committee prior to such grant.

10. Withholding of Taxes. The Company shall have the right to deduct from any payment to be made pursuant to this Plan, or to otherwise require, prior to the issuance or delivery of any shares of Common Stock, payment by the optionee of any federal, state, or local taxes required by law to be withheld. Unless otherwise prohibited by the Committee, an optionee may satisfy any such withholding tax obligation by any of the following means or by a combination of such means: (a) tendering a cash payment; (b) authorizing the Company to withhold from the shares otherwise issuable to the optionee a number of shares having a Fair Market Value as of the "Tax Date," less than or equal to the amount of withholding tax obligation; or (c) delivering to the Company unencumbered shares owned by the optionee having a Fair Market Value, as of the Tax Date, less than or equal to the amount of the withholding tax obligation. The "Tax Date" shall be the date that the amount of tax to be withheld is determined. Fair Market Value shall be determined in the manner specified in Subsection 7(b), except as to the date of determination. An optionee's election to pay the withholding tax obligation by either of (b) or (c) above shall be irrevocable, may be disapproved by the Committee, and must be made either six (6) months prior to the Tax Date or during the period beginning on the third business day following the date of release of the Company's quarterly or annual summary statement of sales and earnings and ending on the twelfth business day following such date.

11. Right of Board of Directors or Stockholders to Terminate Director's Service. Nothing in this Plan or in the grant of any option hereunder shall in any way limit or affect the right of the Board of Directors or the stockholders of the Company to remove any director or otherwise terminate his or her service as a director, pursuant to the law, the Restated Certificate of Incorporation, or Amended and Restated By-laws of the Company.

12. Application of Funds. The proceeds received by the Company from the sale of stock pursuant to options will be used for general corporate purposes.

13. No Obligation to Exercise Option. The granting of an option shall impose no obligation on the optionee to exercise such option.

14. Construction. This Plan shall be construed under the laws of the State of Delaware.

[Entegris, Inc. Letterhead]

August 16, 2005

Entegris, Inc.  
3500 Lyman Boulevard  
Chaska, MN 55318

Ladies and Gentlemen:

I am Senior Vice President and General Counsel to Entegris, Inc., a Delaware corporation (the “Company”), and am issuing this opinion in connection with the registration statement on Form S-8 (the “Registration Statement”) being filed by the Company with the Securities and Exchange Commission (the “Commission”) on the date hereof for the purpose of registering under the Securities Act of 1933, as amended (the “Securities Act”), an aggregate of 11,408,216 shares (collectively, the “Shares”) of common stock, par value \$.01 per share, of the Company, which may be issued pursuant to awards granted under the Mykrolis Corporation 2001 Equity Incentive Plan, Mykrolis Corporation 2003 Employment Inducement and Acquisition Stock Plan, Mykrolis Corporation 2001 Non-Employee Director Stock Plan and the Conversion Plan for Millipore Stock Options (collectively the “Plans”).

In this connection, I have examined and am familiar with originals or copies, certified or otherwise identified to my satisfaction, of (i) the Registration Statement; (ii) the Company’s Restated Certificate of Incorporation, as amended; (iii) such records of the corporate proceedings of the Company as I have deemed necessary or appropriate as a basis for the opinions set forth herein; and (iv) such certificates of officers of the Company and others and such other records and documents as I have deemed necessary or appropriate as a basis for the opinion set forth herein.

In my examination, I have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies and the authenticity of the originals of such copies. As to any facts material to the opinion expressed herein which I have not independently established or verified, I have relied upon statements and representations of other officers and representatives of the Company and others.

I am admitted to the Bar of The Commonwealth of Massachusetts and do not purport to be an expert on, or express any opinion concerning, any law other than the substantive law of The Commonwealth of Massachusetts and the Delaware General Corporation Law.

Based upon and subject to the foregoing, I am of the opinion that the Shares have been duly authorized for issuance and, when issued and sold by the Company pursuant to and in accordance with the applicable Plan, will be validly issued, fully paid and nonassessable.

I hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. In giving this consent, I do not thereby admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

This opinion is furnished by me as Senior Vice President and General Counsel to the Company in connection with the filing of the Registration Statement and is not to be used, circulated or quoted for any other purpose or otherwise referred to or relied upon by any other person without the prior express written permission of the Company other than in connection with the offer and sale of Shares while the Registration Statement is in effect.

Very truly yours,

/s/ PETER W. WALCOTT

---

Peter W. Walcott  
Senior Vice President and General Counsel



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Entegris, Inc. of our reports dated October 28, 2004, with respect to the consolidated balance sheets of Entegris, Inc. and subsidiaries as of August 28, 2004 and August 30, 2003, and the related consolidated statements of operations, shareholders' equity and cash flows for each of the fiscal years in the three-year period ended August 28, 2004, and the related financial statement schedule, which reports appear in the August 28, 2004 annual report on Form 10-K of Entegris, Inc.

/s/ KPMG LLP

Minneapolis, Minnesota  
August 15, 2005

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that **Entegris, Inc.**, a Delaware corporation (the "Corporation"), and each of the undersigned Officers and Directors of 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 (with full power to each of them to act alone) as its and his true and lawful attorney-in-fact and agent, for and on its and his behalf and in its and his name, place and stead, in any and all capacities, to sign, execute and affix its and his seal thereto and file any documents referred to below:

1. One or more Registration Statements on Form S-8 registering with the U.S. Securities and Exchange Commission:
  - A) an aggregate of up to 8,500,000 shares of the Common Stock, \$0.01 par value per share, of the Corporation to be issued upon: **(i)** restricted stock awards under the Mykrolis Corporation 2001 Equity Incentive Plan; and/or **(ii)** the exercise of options to acquire shares of the Common Stock, \$0.01 par value per share, of the Corporation which options have been and may, in the future, be granted under the 2001 Equity Incentive Plan;
  - B) an aggregate of up to 780,000 shares of the Common Stock, \$0.01 par value per share, of the Corporation to be issued upon: **(iii)** restricted stock awards under the Mykrolis Corporation 2003 Employment Inducement and Acquisition Stock Option Plan; and/or **(vi)** the exercise of options to acquire shares of the Common Stock, \$0.01 par value per share, of the Corporation which options have been and will in the future be granted under the 2003 Employment Inducement and Acquisition Stock Option Plan;
  - C) an aggregate of up to 350,000 shares of the Common Stock, \$0.01 par value per share, of the Corporation to be issued upon the exercise of options to acquire shares of the Common Stock, \$0.01 par value per share, of the Corporation which options have been granted under the Mykrolis Corporation 2001 Non-Employee Director Stock Option Plan;
  - D) an aggregate of up to 1,900,000 shares of the Common Stock, \$0.01 par value per share, of the Corporation to be issued upon the exercise of options to acquire shares of the Common Stock, \$0.01 par value per share, of the Corporation which options have been granted under the Mykrolis Corporation Conversion Plan for Millipore Options;

including any and all Pre-Effective and Post-Effective Amendments to any such Registration Statement or Statements, whether increasing the amount of securities for which registration is being sought or otherwise;

2. Any Registration Statement, consent to service of process, or other document which may be required by state securities administrators or other regulatory authorities in order to qualify the securities to be registered as aforesaid, for sale in any state in which it is desired to offer such securities;

together with all exhibits and any and all documents required to be filed with respect to any of the foregoing with any regulatory authority, granting unto said attorney and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as it and he might or could do if personally present, hereby ratifying and confirming all its and his said attorneys-in-fact and agents or any of them may lawfully do or cause to be done by virtue hereof.

SIGNATURE	TITLE	DATE
<div>/s/ Gideon Argov</div> <div>Gideon Argov</div>	Chief Executive Officer and Director	August 16, 2005
<div>/s/ Michael A. Bradley</div> <div>Michael A. Bradley</div>	Director	August 16, 2005
<div>/s/ Michael P.C. Carns</div> <div>Michael P.C. Carns</div>	Director	August 16, 2005
<div>/s/ Daniel W. Christman</div> <div>Daniel W. Christman</div>	Director	August 16, 2005
<div>/s/ James Dauwalter</div> <div>James Dauwalter</div>	Director	August 16, 2005
<div>/s/ Gary Klingl</div> <div>Gary Klingl</div>	Director	August 16, 2005
<div>/s/ Roger McDaniel</div> <div>Roger McDaniel</div>	Director	August 16, 2005
<div>/s/ Paul Olson</div> <div>Paul Olson</div>	Director	August 16, 2005

/s/ Brian Sullivan	Director	August 16, 2005
<hr/>		
Brian Sullivan		
/s/ Thomas O. Pyle	Director	August 16, 2005
<hr/>		
Thomas O. Pyle		