UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) August 6, 2005

Entegris, Inc.(1)

(Exact name of registrant as specified in its charter)

Delaware	**000-30789**	**41-1941551**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

3500 Lyman Boulevard, Chaska, MN	**55318**
(Address of principal executive offices)	**(Zip Code)**

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

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

(1) The registrant is the successor issuer, within the meaning of Rule 12g-3 under the Securities Exchange Act of 1934, to Entegris, Inc., a Minnesota corporation, pursuant to the reincorporation merger of Entegris Minnesota with and into the registrant. The registrant is a former wholly owned subsidiary of Entegris Minnesota.

ITEM 2.01. COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS.

Effective August 6, 2005, and pursuant to the Agreement and Plan of Merger dated as of March 21, 2005 (the "Merger Agreement") by and among Entegris, Inc., a Minnesota corporation ("Entegris Minnesota"), Mykrolis Corporation, a Delaware corporation ("Mykrolis"), and Eagle DE, Inc., a Delaware corporation and wholly owned subsidiary of Entegris Minnesota ("Entegris"), and pursuant to an Agreement and Plan of Merger dated as of March 21, 2005 (the "Reincorporation Merger Agreement") by and between Entegris Minnesota and Entegris, Entegris Minnesota has merged with and into Entegris (the "Reincorporation Merger"), and Mykrolis has merged with and into Entegris (the "Merger" and together with the Reincorporation Merger, the "Mergers"). The Mergers are intended to qualify as tax-free reorganizations for U.S. federal income tax purposes.

As part of the Reincorporation Merger, the name of Entegris became "Entegris, Inc." and each share of Entegris Minnesota common stock outstanding immediately prior to the Reincorporation Merger was automatically converted into one share of common stock of Entegris. In addition, at the effective time of the Reincorporation Merger, each outstanding option to purchase shares of Entegris Minnesota common stock and each outstanding restricted stock unit for Entegris Minnesota common stock became an option or restricted stock unit, as the case may be, for the same number of shares of Entegris common stock.

In connection with the Merger, each share of Mykrolis common stock outstanding immediately prior to the Merger was converted into the right to receive 1.39 shares of Entegris common stock (representing, in the aggregate, approximately 58,300,000 shares of Entegris common stock). In addition, at the effective time of the Merger, each outstanding option to purchase shares of Mykrolis common stock and each Mykrolis stock option plan was assumed by Entegris; each Mykrolis stock option now constitutes an option to acquire Entegris common stock, with appropriate adjustments in exercise prices and the number of shares subject to such option.

ITEM 5.02. DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS.

(a) Resignation of Principal Officers and of Directors.

Effective as of the closing of the Mergers on August 6, 2005, James E. Dauwalter resigned as Chief Executive Officer of Entegris, Michael W. Wright resigned as Chief Operating Officer of Entegris, and each of James A. Bernards, Stan Geyer and Donald M. Sullivan resigned as directors of Entegris.

(c) Appointment of Principal Officers.

In accordance with the terms of the Merger Agreement, effective as of the closing of the Mergers on August 6, 2005, Gideon Argov was appointed as President and Chief Executive Officer of Entegris and Jean-Marc Pandraud was appointed Executive Vice President and Chief Operating Officer of Entegris. In addition, Entegris appointed the following executive officers: Bertrand Loy, Executive Vice President and Chief Administrative Officer, John Villas, Senior Vice President and Chief Financial Officer, Treasurer, Peter W. Walcott, Senior Vice President and General Counsel, Secretary, Gregory Graves, Senior Vice President of Strategic Planning and Business Development and John Goodman, Senior Vice President and Chief Technology and Innovation Officer. Information regarding the business experience of these executive officers, as well as a summary of the employment agreements between Mykrolis and certain of these executive officers (which employment agreements have been assumed by Entegris as part of the Merger), is set forth in the Joint Proxy Statement/Prospectus of Entegris included as part of Entegris' Registration Statement on Form S-4, File No. 333-124719 (the "Registration Statement"), under the headings "Board of Directors and Management of Entegris Delaware Following the Merger" and "Interests of Certain Persons in the Merger – Mykrolis Executive Officers." These sections of the Registration Statement are included in this Current Report as Exhibit 99.1. Information regarding Messrs. Argov, Pandraud, Loy, Villas, Walcott, Graves and Goodman included in such sections of the Registration Statement is incorporated herein by reference.

(d) Appointment of Directors.

The Merger Agreement provides that the Board of Directors post-Merger will initially consist of five directors designated by Mykrolis and five directors designated by Entegris, with an eleventh director to be potentially added at a later time. Effective as of the closing of the Mergers on August 6, 2005, each of Gideon Argov, Michael A. Bradley, Michael P.C. Carns, Daniel W. Christman and Thomas O. Pyle, each former directors of Mykrolis, were appointed as additional directors of Entegris. Each of James E. Dauwalter, Gary F. Klingl, Paul L.H. Olson, Roger D. McDaniel and Brian F. Sullivan are continuing as directors of Entegris. In addition, Mr. Dauwalter was appointed non-executive Chairman of the Board of Directors. Information about the five new directors, including their ages and business experience, is set forth in the Registration Statement under the heading "Board of Directors and Management of Entegris Delaware Following the Merger," which information regarding such individuals is included in Exhibit 99.1 of this Current Report and is incorporated herein by reference.

ITEM 5.03. AMENDMENT TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR.

In connection with and as part of the Mergers, the certificate of incorporation and bylaws of Entegris have been amended and restated in their entirety to read as set forth in Exhibit 3.1 and Exhibit 3.3 to this Current Report. For a discussion of these charter documents and how they differ in significant respects from the charter documents of Entegris Minnesota and Mykrolis, see the discussion under the headings "Description of Entegris Delaware's Capital Stock" and "Comparison of Rights of Stockholders" in the Registration Statement; except that the final certificate of incorporation and bylaws of Entegris do not contain any classified board provisions.

As previously disclosed, Entegris has entered into a Rights Agreement dated as of July 26, 2005 (the "Rights Agreement") with Wells Fargo Bank, N.A., as Rights Agent. On August 26, 2005, and in connection with the declaration of the dividend of the Rights (as defined in the Rights Agreement) and Entegris' entry into the Rights Agreement, the Board of Directors of Entegris established and fixed the rights and preferences of the Series A Junior Participating Preferred Capital Stock, $0.01 par value per share (the "Preferred Shares"), issuable under the Rights Agreement. The terms of the Preferred Shares became a part of Entegris' certificate of incorporation when Entegris filed a Certificate of Designations containing the terms of the Preferred Shares with the Secretary of State of the State of Delaware on August 8, 2005.

The Preferred Shares will not be redeemable. Each Preferred Share will be entitled to a preferential quarterly dividend payment equal to the greater of (i) $1.00 per share or (ii) 100 times any dividends declared per share of common stock since the immediately preceding quarterly dividend payment date. In the event of any distribution to holders of common stock in connection with a liquidation of Entegris, each Preferred Share will be entitled to a preferential liquidation payment equal to the greater of (i) $1.00 per share or (ii) 100 times the aggregate amount to be distributed per share to holders of common stock. Each Preferred Share will have 100 votes on all matters submitted to a vote of the stockholders of Entegris. In the event of any consolidation, merger, combination or other similar transaction in which shares of common stock are exchanged for other stock or securities, money and/or other property, then each Preferred Share shall be similarly exchanged into an amount per share equal to 100 times the amount of property for which each share of common stock is exchanged. These rights are protected by customary antidilution provisions.

The Certificate of Designations, specifying the terms of the Preferred Shares, is filed as Exhibit 3.2 to this Current Report. The foregoing description of the Preferred Shares does not purport to be complete and is qualified in its entirety by reference to such Exhibit, which is incorporated herein by reference.

ITEM 8.01. OTHER EVENTS.

As a result of the Reincorporation Merger, Entegris is the successor issuer to Entegris Minnesota, pursuant to Rule 12g-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). This Form 8-K is being filed by Entegris as the initial report of Entegris to the Securities and Exchange Commission (the "SEC") and as notice that it is the successor issuer to Entegris Minnesota and thereby subject to the informational requirements of the Exchange Act, and the rules and regulations promulgated thereunder, and will hereafter file reports and other information with the SEC.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(a) Financial Statements of Businesses Acquired.

Entegris intends to file the financial statements required by this Item by an amendment to this Current Report.

(b) Pro Forma Financial Information.

Entegris intends to file the financial information required by this Item by an amendment to this Current Report.

(c) Exhibits.

Exhibit 2.1	Agreement and Plan of Merger, dated as of March 21, 2006, by and among Entegris, Inc., a Minnesota corporation, Mykrolis Corporation and Eagle DE, Inc. (Incorporated by reference to Exhibit 2.1 to the registrant's Registration Statement on Form S-4, file no. 333-124719)
Exhibit 2.2	Agreement and Plan of Merger, dated as of March 21, 2005, by and between Entegris, Inc., a Minnesota corporation, and Eagle DE, Inc. (Incorporated by reference to Exhibit 2.2 to the registrant's Registration Statement on Form S-4, file no. 333-124719)
Exhibit 3.1	Amended and Restated Certificate of Incorporation of Entegris, Inc., a Delaware corporation (formerly named "Eagle DE, Inc.")
Exhibit 3.2	Certificate of Designation of Series A Junior Participating Preferred Capital Stock
Exhibit 3.3	Amended and Restated Bylaws of Entegris, Inc., a Delaware corporation (formerly named "Eagle DE, Inc.")
Exhibit 4.1	Rights Agreement, dated as of July 26, 2005, between Eagle DE, Inc. and Wells Fargo Bank, N.A., as Rights Agent (Incorporated by reference to Exhibit 4.1 to the registrant's Current Report on Form 8-K dated as of July 26, 2005)
Exhibit 99.1	Sections titled "Interests of Certain Persons in the Merger – Mykrolis Executive Officers" and "Board of Directors and Management of Entegris Delaware Following the Merger" from the registrant's Registration Statement on Form S-4, file no. 333-124719

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Entegris, Inc.

Date: August 8, 2005

/s/ Gideon Argov

Gideon Argov
Chief Executive Officer

Exhibit Index

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Exhibit 3.1

AMENDED AND RESTATED CERTIFICATE

OF

INCORPORATION

OF

EAGLE DE, INC.

(Originally incorporated on March 17, 2005)

ARTICLE I

The name of this corporation is Eagle DE, Inc. (hereinafter referred to as the "Corporation").

ARTICLE II

The registered office of this Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington (19801), County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of this Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

ARTICLE IV

A. The total number of shares of all classes of stock which the Corporation shall have authority to issue is 405,000,000 shares, consisting of (i) 400,000,000 shares of Common Stock, $.01 par value per share ("Common Stock"), and (ii) 5,000,000 shares of Preferred Stock, $.01 par value per share ("Preferred Stock").

B. The Board of Directors is authorized, subject to any limitations prescribed by law, to provide for the issuance of shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware (such certificate being hereinafter referred to as a "Preferred Stock Designation"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences, and rights of the shares of each such series and any qualifications, limitations or restrictions thereof. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the terms of any Preferred Stock Designation.

ARTICLE V

Unless and except to the extent that the By-Laws of this Corporation shall so require, the election of directors need not be by written ballot.

ARTICLE VI

In furtherance of and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of this Corporation, subject to the right of the stockholders entitled to vote with respect thereto to alter and repeal the By-Laws adopted or amended by the Board of Directors; provided, however, that, notwithstanding the fact that a lesser percentage may be specified by law, the By-Laws shall not be altered, amended or repealed by the stockholders of the Corporation except by the affirmative vote of holders of not less than seventy-five percent (75%) of the then outstanding shares of

capital stock of the Corporation entitled to vote generally in the election of directors. Notwithstanding any other provisions of law, this Certificate of Incorporation or the By-Laws, each as amended, and notwithstanding the fact that a lesser percentage may be specified by law, this Certificate of Incorporation or the By-Laws of the Corporation, the affirmative vote of seventy-five percent (75%) of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors shall be required to amend or repeal, or to adopt any provisions inconsistent with the purpose or intent of, this Article VI.

ARTICLE VII

Except to the extent that the Delaware General Corporation Law prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

ARTICLE VIII

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE IX

This Article is inserted for the management of the business and for the conduct of the affairs of the Corporation.

1. Number; Election and Qualification of Directors. The number of directors which shall constitute the whole Board of Directors shall be determined by resolution of the Board of Directors, but in no event shall be less than three. The directors shall be elected at the annual meeting of stockholders by such stockholders as have the right to vote on such election. The directors need not be stockholders of the Corporation.

2. Terms of Office. Except as provided in Section 3 of this Article IX, each director shall serve for a term ending on the date of the first annual meeting following the election of such director; provided, however, that the term of each director shall be subject to the election and qualification of his or her successor and to his or her earlier death, resignation or removal.

3. Removal. Any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, except to the extent a different vote is required by law.

4. Vacancies. Any vacancy in the Board of Directors, however occurring, including a vacancy resulting from an enlargement of the Board, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office, and a director chosen to fill a position resulting from an increase in the number of directors shall hold office until the next election of directors, subject to the election and qualification of his or her successor and to his or her earlier death, resignation or removal.

5. Stockholder Nominations and Introduction of Business, Etc. Advance notice of stockholder nominations for election of directors and other business to be brought by stockholders before either an annual or special meeting of stockholders shall be given in the manner provided by the By-Laws of this Corporation.

ARTICLE X

1. Dividends. The Board of Directors shall have authority from time to time to set apart out of any assets of the Corporation otherwise available for dividends a reserve or reserves as working capital or for any other purpose or purposes, and to abolish or add to any such reserve or reserves from time to time as said board may deem to be in the interest of the Corporation; and said Board shall likewise have power to determine in its discretion, except as herein otherwise provided, what part of the assets of the Corporation available for dividends in excess of such reserve or reserves shall be declared in dividends and paid to the stockholders of the Corporation.

2. Location of Meetings, Books and Records. Except as otherwise provided in the By-laws, the stockholders of the Corporation and the Board of Directors may hold their meetings and have an office or offices outside of the State of Delaware and, subject to the provisions of the laws of said State, may keep the books of the Corporation outside of said State at such places as may, from time to time, be designated by the Board of Directors or by the By-laws of this Corporation.

ARTICLE XI

Stockholders of the Corporation may not take any action by written consent in lieu of a meeting. Notwithstanding any other provisions of law, this Certificate of Incorporation or the By-Laws, each as amended, and notwithstanding the fact that a lesser percentage may be specified by law, this Certificate of Incorporation or the By-Laws of the Corporation, the affirmative vote of seventy-five percent (75%) of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors shall be required to amend or repeal, or to adopt any provisions inconsistent with the purpose or intent of, this Article XI.

ARTICLE XII

Special meetings of stockholders may be called at any time by only the Chairman of the Board of Directors, the Chief Executive Officer (or if there is no Chief Executive Officer, the President), or by the Board of Directors of the Corporation pursuant to a resolution adopted by the affirmative vote of a majority of the total number of directors then in office. Any business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting. Notwithstanding any other provisions of law, this Certificate of Incorporation or the By-Laws, each as amended, and notwithstanding the fact that a lesser percentage may be specified by law, this Certificate of Incorporation or the By-Laws of the Corporation, the affirmative vote of seventy-five percent (75%) of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors shall be required to amend or repeal, or to adopt any provisions inconsistent with the purpose or intent of, this Article XII.

ARTICLE XIII

The Corporation expressly elects to be governed by Section 203 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of the Certificate of Incorporation, as amended, of this Corporation and which has been duly adopted in accordance with Sections 242 and 245 of the Delaware General Corporation Law, has been executed by its duly authorized officer this 5th day of August, 2005.

EAGLE DE, INC.

By: /s/ James E. Dauwalter

Name: James E. Dauwalter
Title: Chief Executive Officer

Exhibit 3.2

CERTIFICATE OF DESIGNATIONS OF SERIES A JUNIOR PARTICIPATING PREFERRED CAPITAL STOCK OF ENTEGRIS, INC.
(Pursuant to Section 151 of the Delaware General Corporation Law)

Entegris, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation, in accordance with the provisions of Section 151 of the General Corporation Law at a meeting duly called and held and is in full force and effect:

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors of this Corporation (hereinafter called the "Board of Directors" or the "Board") in accordance with the provisions of its Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation"), a series of Preferred Capital Stock, par value one cent ($0.01) per share (as such par value may be changed from time to time, the "Preferred Shares" or "Preferred Stock"), of the Corporation be, and it hereby is, created and that the designation and number of shares thereof and the relative rights, preferences and limitations of the shares of such series, are as follows:

1. Designation and Amount. The shares of such series shall be designated as "Series A Junior Participating Preferred Capital Stock" (the "Series A Preferred Shares"), and the number of shares constituting such series shall be two million five hundred thousand (2,500,000). The number of shares constituting such series may, unless prohibited by the Certificate of Incorporation or by applicable law of the State of Delaware, be increased or decreased by resolution of the Board of Directors; provided, that no decrease shall reduce the number of Series A Preferred Shares to a number less than the number of shares then outstanding plus the number of shares issuable upon the exercise of outstanding options, rights or warrants or upon the conversion of any outstanding securities issued by the Corporation convertible into Series A Preferred Shares.

2. Dividends and Distributions.

(i) Subject to the rights of the holders of any shares of any series of Preferred Stock (or any similar stock ranking prior and superior to the Series A Preferred Shares), the holders of Series A Preferred Shares, in preference to the holders of Common Stock, par value one cent ($0.01) per share (the "Common Shares" or "Common Stock") and of any other junior stock, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first business day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a Series A Preferred Share, or fraction thereof, in an amount per share (rounded to the nearest cent) equal to the greater of (a) $1.00 or (b) subject to the provision for adjustment hereinafter set forth, one hundred (100) times the aggregate per share amount of all cash dividends, and one hundred (100) times the aggregate per share amount (payable in kind) of all

non-cash dividends or other distributions, other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any Series A Preferred Share, or fraction thereof. In the event the Corporation shall at any time after August 8, 2005 declare or pay any dividend on shares of Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend on shares of Common Stock payable in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of Series A Preferred Shares were entitled immediately before such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately before such event.

(ii) The Corporation shall declare a dividend or distribution on the Series A Preferred Shares as provided in subparagraph (i) of this paragraph 2 simultaneously with its declaration of a dividend or distribution on the shares of Common Stock (other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock); provided that, if no dividend or distribution shall have been declared on the shares of Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of $1.00 per share on the Series A Preferred Shares shall nevertheless be payable, out of funds legally available for such purpose, on such subsequent Quarterly Dividend Payment Date.

(iii) Dividends shall begin to accrue and be cumulative on outstanding Series A Preferred Shares from the Quarterly Dividend Payment Date immediately preceding the date of issue of such Series A Preferred Shares, unless the date of issue of such shares is before the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of Series A Preferred Shares entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the Series A Preferred Shares in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares outstanding at that time. The Board of Directors may fix a record date for the determination of holders of Series A Preferred Shares entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than sixty (60) days before the date fixed for the payment thereof.

3. Voting Rights. The holders of Series A Preferred Shares shall have the following voting rights:

(i) Subject to the provision for adjustment hereinafter set forth, each Series A Preferred Share shall entitle the holder thereof to one hundred (100) votes on all matters submitted to a vote of the stockholders of the Corporation. If the Corporation shall at any time after

August 8, 2005 declare or pay any dividend on Common Stock payable in Common Stock, or effect a subdivision or combination or consolidation of the outstanding Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the number of votes per share to which holders of Series A Preferred Shares were entitled immediately before such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately before such event.

(ii) Except as otherwise provided herein, in any other Certificate of Designations creating a series of Preferred Stock or by law, the holders of Series A Preferred Shares and the holders of shares of Common Stock and any other capital stock of the Corporation having general voting rights shall vote together as one class on all matters submitted to a vote of the stockholders of the Corporation.

(iii) Except as otherwise provided herein or by law, the holders of Series A Preferred Shares shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of shares of Common Stock and any other capital stock of the Corporation having general voting rights as set forth herein) for taking any corporate action.

4. Certain Restrictions.

(i) Whenever quarterly dividends or other dividends or distributions payable on the Series A Preferred Shares as provided in paragraph 2 hereof are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on Series A Preferred Shares outstanding shall have been paid in full, the Corporation shall not:

(a) declare or pay dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Shares;

(b) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Shares, except dividends paid ratably on the Series A Preferred Shares and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(c) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Shares, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of stock of the Corporation ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Shares; or

(d) redeem or purchase or otherwise acquire for consideration any Series A Preferred Shares, or any shares of stock ranking on a parity with the Series A Preferred

Shares, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(ii) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under subparagraph (i) of this paragraph 4, purchase or otherwise acquire such shares at such time and in such manner.

5. Reacquired Shares. Any Series A Preferred Shares purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. The Corporation shall take all such actions as are necessary to cause all such shares to become authorized but unissued shares of Preferred Stock that may be reissued as part of a new series of Preferred Stock, subject to the conditions and restrictions on issuance set forth herein or in the Certificate of Incorporation, including any Certificate of Designations creating a series of Preferred Stock or any similar stock, or as otherwise required by law.

6. Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of the Corporation, no distribution shall be made (a) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Shares unless, prior thereto, the holders of Series A Preferred Shares shall have received the greater of (i) $1.00 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, or (ii) an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to one hundred (100) times the aggregate amount to be distributed per share to holders of Common Stock, or (b) to the holders of shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Shares, except distributions made ratably on the Series A Preferred Shares and all other such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up. If the Corporation shall at any time after August 8, 2005 declare or pay any dividend on the shares of Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of Series A Preferred Shares were entitled immediately before such event under clause (a)(ii) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately before such event.

7. Consolidation, Merger, Exchange, etc. If the Corporation shall enter into any consolidation, merger, combination, or other transaction in which the Common Shares are exchanged for or changed into other stock or securities, money and/or any other property, then in any such case the Series A Preferred Shares shall at the same time be similarly exchanged or changed into an amount per share (subject to the provision for adjustment hereinafter set forth)

equal to one hundred (100) times the aggregate amount of stock, securities, money and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. If the Corporation shall at any time after August 8, 2005 declare or pay any dividend on shares of Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend on shares of Common Stock payable in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of Series A Preferred Shares shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately before such event.

8. Amendment. The Certificate of Incorporation shall not be amended in any manner, including in a merger or consolidation, which would alter, change, or repeal the powers, preferences or special rights of the Series A Preferred Shares so as to affect them adversely without the affirmative vote of the holders of at least two thirds of the outstanding Series A Preferred Shares, voting together as a single class.

9. No Redemption. The Series A Preferred Shares shall not be redeemable.

10. Rank. The Series A Preferred Shares shall rank junior with respect to the payment of dividends and distribution of assets upon liquidation, dissolution or winding up to all other series of the Corporation's Preferred Stock hereafter issued that specifically provide that they shall rank senior to the Series A Preferred Shares.

11. Fractional Shares. Series A Preferred Shares may be issued in fractions of a share which shall entitle the holder, in proportion to such holder's fractional shares, to receive dividends, participate in distributions and to have the benefit of all other rights of holders of Series A Preferred Shares.

[Remainder of page left blank intentionally; signature page follows]

IN WITNESS WHEREOF, this Certificate of Designations is executed on behalf of the Corporation by its Chief Financial Officer, all as of the 8th day of August, 2005.

ENTEGRIS, INC.

By: /s/ John D. Villas

Name: John D. Villas
Its: Chief Financial Officer

Exhibit 3.3

EAGLE DE, INC. (TO BE RENAMED ENTEGRIS, INC.)

AMENDED AND RESTATED BY-LAWS

ARTICLE 1 – OFFICES

1.1 Registered Offices. The registered office of Eagle DE, Inc., the name of which will be changed to Entegris, Inc. at the effective time of the merger of Entegris, Inc. into Eagle DE, Inc. (the "Corporation") in the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington (19801), County of New Castle. The name of the Corporation's registered agent at such address shall be The Corporation Trust Company. The registered office and/or registered agent of the Corporation may be changed from time to time by action of the Board of Directors.

1.2 Other offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

1.3 Books. The books of the Corporation may be kept within or without of the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2 – STOCKHOLDERS

2.1 Place of Meetings. All meetings of stockholders shall be held at such place within or without the State of Delaware as may be designated from time to time by the Board of Directors or the Chief Executive Officer (or, if there is no Chief Executive Officer, the President).

2.2 Annual Meeting. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly be brought before the meeting

shall be held on such date and at such time as shall be fixed by the Board of Directors, pursuant to a resolution adopted by the affirmative vote of a majority of the total number of directors then in office, or by the Chief Executive Officer (or, if there is no Chief Executive Officer, the President) and stated in the notice of the meeting. If no annual meeting is held in accordance with the foregoing provisions, the Board of Directors shall cause the meeting to be held as soon thereafter as convenient.

2.3 Special Meeting. Special meetings of stockholders may be called at any time by only the Chairman of the Board of Directors, the Chief Executive Officer (or, if there is no Chief Executive Officer, the President) or by the Board of Directors of the Corporation pursuant to a resolution adopted by the affirmative vote of a majority of the total number of directors then in office. Any business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

2.4 Notice of Meetings. Except as otherwise provided by law, written notice of each meeting of stockholders, whether annual or special, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. The notices of all meetings shall state the place, date and hour of the meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the records of the Corporation.

2.5 Voting List. The officer who has charge of the stock ledger of the Corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder.

Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, at the principal place of business of the Corporation. The list shall also be produced and kept at the time and place of the meeting during the whole time of the meeting, and may be inspected by any stockholder who is present.

2.6 Quorum. Except as otherwise provided by law, the Certificate of Incorporation or these By-Laws, the holders of a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business.

2.7 Adjournments. Any meeting of stockholders may be adjourned to any other time and to any other place at which a meeting of stockholders may be held under these By-Laws by a majority of the stockholders present or represented at the meeting and entitled to vote, although less than a quorum, or, if no stockholder is present, by any officer entitled to preside at or to act as Secretary of such meeting. It shall not be necessary to notify any stockholder of any adjournment of less than thirty (30) days if the time and place of the adjourned meeting are announced at the meeting at which adjournment is taken, unless after the adjournment a new record date is fixed for the adjourned meeting. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting.

2.8 Voting and Proxies. Except as otherwise provided by the Delaware General Corporation Law, the Certificate of Incorporation or these By-Laws, each stockholder shall have one vote for each share of capital stock entitled to vote and held of record by such stockholder. To the extent permitted by law, each stockholder of record entitled to vote at a meeting of stockholders may vote in person or may authorize another person or persons to vote or act for

him or her by proxy, which proxy may be authorized in writing, telegram, cablegram or other means of electronic transmission by the stockholder or his or her authorized agent. No such proxy shall be voted or acted upon after three years from the date of its execution, unless the proxy expressly provides for a longer period.

2.9 Proxy Representation. Every stockholder may authorize another person or persons to act for him or her by proxy in all matters in which a stockholder is entitled to participate, whether by waiving notice of any meeting, objecting to or voting or participating at a meeting, or expressing consent or dissent without a meeting. No proxy shall be voted or acted upon after three years from its date unless such proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and, if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

2.10 Action at Meeting. When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office and a majority of the votes properly cast upon any question other than an election to an office shall decide the question, except when a larger vote is required by law, by the Certificate of Incorporation or by these By-laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

2.11 Nomination of Directors. Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors. The nomination for election to the Board of Directors of the Corporation at a meeting of stockholders may be made by the Board of Directors or by any stockholder of the Corporation entitled to vote for the election of

directors at such meeting who complies with the notice procedures set forth in this Section 2.11. Such nominations, other than those made by or on behalf of the Board of Directors, shall be made by notice in writing delivered or mailed by first class United States mail, postage prepaid, to the Secretary, and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that if the annual meeting is not held within thirty (30) days before or after such anniversary date, then such nomination shall have been delivered to or mailed and received by the Secretary not later than the close of business on the 10th day following the date on which the notice of the meeting was mailed or such public disclosure was made, whichever occurs first. Such notice shall set forth (a) as to each proposed nominee (i) the name, age, business address and, if known, residence address of each such nominee, (ii) the principal occupation or employment of each such nominee, (iii) the number of shares of stock of the Corporation which are beneficially owned by each such nominee, and (iv) any other information concerning the nominee that must be disclosed as to nominees in proxy solicitations pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, including such person's written consent to be named as a nominee and to serve as a director if elected; and (b) as to the stockholder giving the notice (i) the name and address, as they appear on the Corporation's books, of such stockholder and (ii) the class and number of shares of the Corporation which are beneficially owned by such stockholder. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

2.12 Notice of Business at Annual Meetings. The chairman of the meeting may, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he or she should so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

2.13 Notice of Business at Annual Meetings. At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (c) otherwise properly brought before an annual meeting by a stockholder. For business to be properly brought before an annual meeting by a stockholder, if such business relates to the election of directors of the Corporation, the procedures in Section 2.11 must be complied with. If such business relates to any other matter, the stockholder must have given timely notice thereof in writing to the Secretary. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that if the annual meeting is not held within thirty (30) days before or after such anniversary date, then for the notice by the stockholder to be timely it must be so received not later than the close of business on the 10th day following the date on which the notice of the meeting was mailed or such public disclosure was made, whichever occurs first. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting (a) a brief description of the business desired to be brought before the annual meeting and the reasons for

conducting such business at the annual meeting, (b) the name and address, as they appear on the Corporation's books, of the stockholder proposing such business, (c) the class and number of shares of the Corporation which are beneficially owned by the stockholder and (d) any material interest of the stockholder in such business. Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at any annual meeting except in accordance with the procedures set forth in this Section 2.13, except that any stockholder proposal which complies with Rule 14a-8 or any successor provision or Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended, and is to be included in the Corporation's proxy statement for an annual meeting of stockholders shall be deemed to comply with the requirements of this Section 2.13.

The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 2.13, and if he or she should so determine, the chairman shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

2.14 Action without Meeting. Stockholders may not take any action by written consent in lieu of a meeting.

2.15 Organization. The Chairman of the Board, or in his or her absence the President shall call meetings of the stockholders to order, and act as chairman of such meeting; provided, however, that the Board of Directors may appoint any person to act as chairman of any meeting in the absence of the Chairman of the Board. The Secretary of the Corporation shall act as secretary at all meetings of the stockholders; provided, however, that in the absence of the Secretary at any meeting of the stockholders, the acting chairman may appoint any person to act as secretary of the meeting.

ARTICLE 3 – DIRECTORS

3.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the Corporation except as otherwise provided by law, the Certificate of Incorporation or these By-Laws. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full Board of Directors until the vacancy is filled.

3.2 Number; Election and Qualification of Directors. The number of directors which shall constitute the whole Board of Directors shall be determined by resolution of the Board of Directors, but in no event shall be less than three. The directors shall be elected at the annual meeting of stockholders by such stockholders as have the right to vote on such election. The directors need not be stockholders of the Corporation.

3.3 Terms of Office. Except as provided in Section 3.4 of this Article 3, each director shall serve for a term ending on the date of the first annual meeting following the election of such director; provided, however, that the term of each director shall be subject to the election and qualification of his or her successor and to his or her earlier death, resignation or removal.

3.4 Removal. Any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, except to the extent a different vote is required by law.

3.5 Vacancies. Any vacancy in the Board of Directors, however occurring, including a vacancy resulting from an enlargement of the Board, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office, and a director chosen to fill a position resulting from an increase in the number of directors shall hold office until the next election of directors, subject to the election and qualification of his or her successor and to his or her earlier death, resignation or removal.

3.6 Resignation. Any director may resign at any time upon notice given in writing or by electronic transmission to the Corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

3.7 Regular Meetings. The regular meetings of the Board of Directors may be held without notice at such time and place, either within or without the State of Delaware, as shall be determined from time to time by the Board of Directors; provided, that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

3.8 Special Meetings. Special meetings of the Board of Directors may be held at any time and place, within or without the State of Delaware, designated in a call by the Chairman of the Board of Directors, the Chief Executive Officer (or if there is no Chief Executive Officer, the President), two or more directors or by one director in the event that there is only a single director in office.

3.9 Notice of Special Meetings. Notice of any special meeting of the Board of Directors shall be given to each director by the Secretary or by the officer or one of the directors calling the meeting. The notice shall be duly given to each director (i) by giving notice to such director in person or by telephone at least twenty four (24) hours in advance of the meeting, (ii) by sending a telegram, telecopy, or telex, or delivering written notice by hand, to his or her last known business or home address at least twenty four (24) hours in advance of the meeting, or (iii) by mailing written notice to his or her last known business or home address at least seventy two (72) hours in advance of the meeting. A notice or waiver of notice of a special meeting of the Board of Directors need not specify the purposes of the meeting.

3.10 Meetings by Telephone Conference Calls. The Board of Directors or any members of any committee of the Board of Directors designated by the directors may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at such meeting.

3.11 Quorum. A majority of the total number of the whole Board of Directors shall constitute a quorum at all meetings of the Board of Directors. In the event one or more of the directors shall be disqualified to vote at any meeting, then the required quorum shall be reduced by one for each such director so disqualified; provided, however, that in no case shall less than one-third (1/3) of the number of directors so fixed constitute a quorum. In the absence of a quorum at any such meeting, a majority of the directors present may adjourn the meeting from time to time without further notice, other than announcement at the meeting, until a quorum shall be present.

3.12 Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law, the Certificate of Incorporation or these By-Laws.

3.13 Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee of the Board of Directors may be taken without a meeting, if all members of the Board or committee, as the case may be, consent to the action in writing, and the written consents are filed with the minutes of proceedings of the Board of Directors or committee of the Board of Directors, as applicable.

3.14 Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors and subject to the provisions of the Delaware General Corporation Law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its

business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these By-Laws for the Board of Directors.

3.15 Compensation of Directors. The directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Directors may from time to time determine. No such payment shall preclude any director from serving the Corporation or any of its parent or subsidiary corporations in any other capacity and receiving compensation for such service.

ARTICLE 4 – OFFICERS

4.1 Enumeration. The officers of the Corporation shall consist of a Chief Executive Officer, a President, a Chief Financial Officer, a Secretary and a Treasurer. The Board of Directors may appoint other officers with such titles and powers as it may deem appropriate, including, without limitation, one or more Vice Presidents and one or more Controllers.

4.2 Election. The Chief Executive Officer, President, Chief Financial Officer, Secretary and Treasurer shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders. Other officers may be appointed by the Board of Directors at such meeting or at any other meeting.

4.3 Qualification. No officer need be a stockholder of the Corporation. Any two or more offices may be held by the same person.

4.4 Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these By-Laws, each officer shall hold office until his or her successor is elected and qualified, unless a different term is specified in the vote choosing or appointing him or her, or until his or her earlier death, resignation or removal.

4.5 Resignation and Removal. Any officer may resign by delivering his or her written resignation to the Corporation at its principal office or to the Chief Executive Officer or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any officer may be removed at any time, with or without cause, by vote of a majority of the entire number of directors then in office.

Except as the Board of Directors may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following his or her resignation or removal, or any right to damages on account of such removal, whether his of her compensation be by the month or by the year or otherwise, unless such compensation is expressly provided in a duly authorized written agreement with the Corporation.

4.6 Vacancies. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of Chief Executive Officer, President, Secretary and Treasurer. Each such successor shall hold office for the unexpired term of his or her predecessor and until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal.

4.7 Chairman of the Board. The Board of Directors may appoint a Chairman of the Board. If the Board of Directors appoints a Chairman of the Board, he or she shall perform such duties and possess such powers as are assigned to him or her by the Board of Directors.

4.8 Chief Executive Officer. The Chief Executive Officer shall, subject to the direction of the Board of Directors, have general charge and supervision of the business of the Corporation. Unless otherwise provided by the Board of Directors, he or she shall preside at all meetings of the stockholders and, if he or she is a director, at all meetings of the Board of Directors. The Chief Executive Officer shall perform such other duties and possess such other powers as the Board of Directors may from time to time prescribe.

4.9 President. The President shall perform such duties and possess such powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer, the President shall perform the duties of the Chief Executive Officer and when so performing shall have all the powers of and be subject to all the restrictions upon the office of Chief Executive Officer.

4.10 Chief Financial Officer. The Chief Financial Officer shall perform such duties and possess such powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe. The Chief Financial Officer shall have the custody of the corporate funds and securities; shall keep full and accurate all books and accounts of the Corporation as shall be necessary or desirable in accordance with applicable law or generally accepted accounting principles; shall deposit all monies and other valuable effects in the name and to the credit of the Corporation as may be ordered by the Chairman of the Board or the Board of Directors; shall cause the funds of the Corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; and shall render to the Board of Directors, at its regular meeting or when the Board of Directors so requires, an account of the Corporation.

4.11 Vice Presidents. Any Vice President shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer or the President may from time to time prescribe. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other such title.

4.12 Controllers. Any Controller shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer or any Vice President may from time to time prescribe.

4.13 Secretary. The Secretary shall perform such duties and possess such powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the Secretary, including without limitation the duty and power to give notices of all meetings of stockholders and special meetings of the Board of Directors, to attend all meetings of stockholders and the Board of Directors and keep a record of the proceedings, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

In the event of the absence, inability or refusal to act of the Secretary at any meeting of stockholders or directors, the person presiding at the meeting shall designate a temporary secretary to keep a record of the meeting.

4.14 Treasurer. The Treasurer shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer or the Chief Financial Officer may from time to time prescribe. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of Treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories selected in accordance with these By-Laws, to disburse such funds as ordered by the Board of Directors, to make proper accounts of such funds, and to render as required by the Board of Directors statements of all such transactions and of the financial condition of the Corporation. Unless the Board of Directors has designated another officer as Chief Financial Officer, the Treasurer shall be the Chief Financial Officer of the Corporation.

In the event of the absence, inability or refusal to act of the Treasurer, the Board of Directors shall appoint a temporary treasurer, who shall perform the duties and exercise the powers of the Treasurer.

4.15 Other Officers, Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these By-laws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the Board of Directors.

4.16 Salaries. Officers of the Corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

ARTICLE 5 – CAPITAL STOCK

5.1 Certificates of Stock. Every holder of stock of the Corporation shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, certifying the number and class of shares owned by him or her in the Corporation. Each such certificate shall be signed by, or in the name of the Corporation by the Chairman of the Board of Directors, the Chief Executive Officer or the President, and the Treasurer or the Secretary of the Corporation. Any or all of the signatures on the certificate may be a facsimile.

Each certificate for shares of stock which are subject to any restriction on transfer pursuant to the Certificate of Incorporation, the By-Laws, applicable securities laws or any agreement among any number of stockholders or among such holders and the Corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

5.2 Transfers. Except as otherwise established by rules and regulations adopted by the Board of Directors, and subject to applicable law, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the Corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, by the Certificate of Incorporation or by these By-Laws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to such stock, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation in accordance with the requirements of these By-Laws.

5.3 Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen, or destroyed, upon such terms and conditions as the Board of Directors may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity as the Board of Directors may require for the protection of the Corporation or any transfer agent or registrar.

5.4 Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion

or exchange of stock or for the purpose of any other lawful action, the Board of Directors may, except as otherwise required by law, fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for such other action as hereinbefore described; provided, however, that if no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

5.5 Dividends. Subject to limitations contained in the Delaware General Corporation Law, the Certificate of Incorporation and these By-laws, the Board of Directors may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

ARTICLE 6 – GENERAL PROVISIONS

6.1 Fiscal Year. Except as from time to time otherwise designated by the Board of Directors, the fiscal year of the Corporation shall begin on the first day of January in each year and end on the last day of December in each year.

6.2 Corporate Seal. The corporate seal, if any, shall be in such form as shall be approved by the Board of Directors.

6.3 Form of Notice. Whenever any notice whatsoever is required to be given in writing to any stockholder by law, by the Certificate of Incorporation or by these By-laws, such notice may be given by a form of electronic transmission pursuant to Section 232 of the Delaware General Corporation Law if the stockholder to whom such notice is given has previously consented to the receipt of notice by electronic transmission.

6.4 Waiver of Notice. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting shall constitute waiver of notice except attendance for the sole purpose of objecting to the timeliness of notice.

6.5 Voting of Securities. Except as the directors may otherwise designate, the Chief Executive Officer or Treasurer may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for this Corporation (with or without power of substitution) at, any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this Corporation.

6.6 Evidence of Authority. A certificate by the Secretary, or a temporary secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the Corporation shall, as to all persons who rely on the certificate in good faith, be conclusive evidence of such action.

6.7 Certificate of Incorporation. All references in these By-Laws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the Corporation, as amended or restated and in effect from time to time.

6.8 Transactions with Interested Parties. No contract or transaction between the Corporation and one or more of the directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of the directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or a committee of the Board of Directors which authorizes the contract or transaction or solely because his, her or their votes are counted for such purpose, if:

(1) The material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee of the Board of Directors in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum;

(2) The material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(3) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee of the Board of Directors, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

6.9 Severability. Any determination that any provision of these By-Laws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these By-Laws.

6.10 Pronouns. All pronouns used in these By-Laws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

6.11 Contracts. In addition to the powers otherwise granted to officers pursuant to Article 4 hereof, the Board of Directors may authorize any officer or officers, or any agent or agents, of the Corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

6.12 Loans. The Corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Corporation or of its subsidiaries, including any officer or employee who is a Director of the Corporation or its subsidiaries, whenever, in the judgment of the Directors, such loan, guaranty or assistance may reasonably be expected to benefit the Corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Board of Directors shall approve,

including, without limitation, a pledge of shares of stock of the Corporation. Nothing in this section shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any statute.

6.13 Inspection of Books and Records. The Board of Directors shall have power from time to time to determine to what extent and at what times and places and under what conditions and regulations the accounts and books of the Corporation, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right to inspect any account or book or document of the Corporation, except as conferred by the laws of the State of Delaware, unless and until authorized so to do by resolution of the Board of Directors or of the stockholders of the Corporation.

6.14 Section Headings. Section headings in these By-laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

6.15 Inconsistent Provisions. In the event that any provision of these By-laws is or becomes inconsistent with any provision of the Certificate of Incorporation, the Delaware General Corporation Law or any other applicable law, the provision of these By-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE 7 – INDEMNIFICATION

7.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at

the request of the Corporation as a director, officer or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer or trustee or in any other capacity while serving as a director, officer or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that, except as provided in Section 7.3 of this Article 7 with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

7.2 Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 7.1 of this Article 7, an indemnitee shall also have the right to be paid by the Corporation the expenses (including attorney's fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an

undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under Section 7.1 or otherwise.

7.3 Right of Indemnitee to Bring Suit. If a claim under Section 7.1 or 7.2 of this Article 7 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the Delaware General Corporation Law. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its directors

who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article 7 or otherwise shall be on the Corporation.

7.4 Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article 7 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation's Certificate of Incorporation, By-laws, agreement, vote of stockholders or directors or otherwise.

7.5 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

7.6 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

7.7 Nature of Rights. The rights conferred upon indemnitees in this Article 7 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer or trustee and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article 7 that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

ARTICLE 8 - AMENDMENTS

8.1 By the Board of Directors. These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the affirmative vote of a majority of the directors present at any regular or special meeting of the Board of Directors at which a quorum is present.

8.2 By the Stockholders. Notwithstanding any other provision of law, the Certificate of Incorporation or these By-Laws, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least seventy-five percent (75%) of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote shall be required to alter, amend or repeal any provision of these By-Laws or to adopt new By-Laws.

Exhibit 99.1

Selected Sections From Joint Proxy Statement / Prospectus

Interests of Certain Persons in the Merger

As described below, certain officers of each of Entegris and Mykrolis and certain members of the Entegris board and of the Mykrolis board may have interests in the merger that are in addition to their interests as Entegris stockholders or Mykrolis stockholders generally.

The Entegris board and the Mykrolis board were aware of these interests and considered them, among other matters, in approving the merger agreement and the merger.

Mykrolis Executive Officers

Mykrolis Executive Termination Agreements

In connection with the execution of the merger agreement, on or about March 21, 2005, Mykrolis entered into an Amended and Restated Executive Termination Agreement with each of Jean-Marc Pandraud, Bertrand Loy, Peter Walcott, Fred Faulkner, Gerry Mackay and Takashi Mizuno, each of whom was a party to an executive termination agreement in substantially the form of the Executive Termination (Change of Control) Agreement filed with the Securities and Exchange Commission by Mykrolis as Exhibit 10.1 to its Quarterly

Report on Form 10-Q for the quarterly period ended September 27, 2003, and incorporated herein by reference. See the discussion of the Executive Termination (Change of Control) Agreement of Jieh Hwa Shyu below for a summary of these original agreements. The amended and restated agreements replace these executive termination agreements.

Mykrolis requested that these executives sign the amended and restated agreements to eliminate certain features of the executive termination agreements that otherwise would have been triggered in connection with merger agreement and the merger. Under the executive termination agreements, each executive had the unilateral right to receive the benefits payable under his agreement by giving notice within 180 days after a change of control of a voluntary termination of employment following such 180 day period. In addition, the executive termination agreements provided for immediate acceleration of vesting of stock options and the lapse of restrictions on restricted stock upon the execution of a merger agreement. As explained below, the amended and restated agreements eliminate these features, providing that the benefits of the agreements are available only upon certain "involuntary terminations" of employment, as defined in the amended and restated agreements, and limiting the circumstances under which acceleration of options and lapse of restrictions on restricted stock occur. In exchange, the executives received certain benefits described below. The amended and restated agreements also made other changes to the executive termination agreements, as described below.

The amended and restated agreements provide that following the occurrence of an impending change of control (defined as (1) the execution of a definitive agreement, (2) the initiation of a tender offer, or (3) such other event as may be specified by the Mykrolis board, in each case relating to a transaction that, if completed, would constitute a change of control), the executive's salary and benefits cannot be reduced for up to two years following a change of control and the executive and his family are entitled to medical, dental and life insurance benefits for a two-year period beginning upon the earlier of 180 days after the change of control or the date the Mykrolis board determines in good faith that a change of control will not result from the impending change of control, even if he is terminated during such period. A change of control is deemed to have occurred under the amended and restated agreements, in relevant part, (i) when any person becomes the beneficial owner, directly or indirectly, of at least 15% of Mykrolis' then-outstanding common stock, (ii) if those persons who served on the board of directors on the effective date of the agreement, or, subject to certain exceptions, who were elected or nominated thereafter by the board, cease to constitute a majority of the board of Mykrolis (a "board change"), or (iii) upon stockholder approval of an agreement for the merger or other acquisition of Mykrolis which contemplates that substantially all of Mykrolis' assets or business will be owned by a person or group that did not own them as of the effective date of the agreement or which contemplates a board change. Consequently, the execution of the merger agreement by Mykrolis constitutes an impending change of control, and the approval of the merger by Mykrolis stockholders would constitute a change of control. The amended and restated agreements provide for each executive to waive any accelerated vesting of outstanding stock options and restricted stock awards that would otherwise occur upon consummation of the merger under the terms of Mykrolis' 2001 Equity Incentive Plan and 2003 Employment Inducement and Acquisition Stock Option Plan. However, in the event of any involuntary termination of the executive's employment prior to the expiration of the two-year period following Mykrolis stockholder approval of the merger or within the period from the date of execution of the merger agreement through the date that the Mykrolis board determines in good faith that a change of control will not result from the merger agreement, the executive will become immediately entitled to exercise all unvested stock options for a period of up to one year following such involuntary termination (or, if earlier, until the expiration date of the options), the executive's restricted stock will become free of restrictions, and the executive will become entitled to a lump sum severance payment equal to twice his highest annual rate of target total cash compensation during the three years prior to involuntary termination. An "involuntary termination" for purposes of the amended and restated agreements means any discharge of the executive by Mykrolis or any successor to Mykrolis, any resignation by the executive requested by Mykrolis or a successor, or any resignation by the executive following certain adverse changes to the terms or conditions of the executive's employment, in each case that occurs from the time of the impending change of control through the date that is two years following the change of control or through the date the Mykrolis board determines in good faith that a change of control will not result from the impending change of control. The amended and restated agreements further provide for an additional tax "gross-up" payment to the executive of an amount sufficient to satisfy, on an after-tax basis, any

excise tax payable by such executive under Section 4999 of the Internal Revenue Code of 1986 as a result of any payments or benefits received by him (whether or not received pursuant to the amended and restated executive employment agreement). Lastly, the amended and restated agreements provide that if the merger is not consummated on or prior to December 31, 2005, the executive may elect to revert back to the terms of the executive termination agreement in effect for such executive prior to such amendment, as described below.

Mykrolis has also entered into an executive termination agreement with Peter Kirlin, who was not previously party to an executive termination agreement with Mykrolis, on substantially the same terms as the amended and restated agreements referred to above, except that Mr. Kirlin's agreement provides for a lump sum severance payment in an amount equal to twice his annualized rate of compensation in effect immediately prior to the impending change of control, including base salary plus variable compensation.

In addition, Mr. Argov's employment letter agreement dated as of March 21, 2005 states that the board of directors of Mykrolis has approved the negotiation of a customary employment agreement with Mr. Argov containing a three-year term and a two-year non-competition agreement. It further states that this anticipated employment agreement will include change of control provisions that provide for severance benefits and accelerated vesting of stock option and restricted stock awards in the event that Mr. Argov's employment with Entegris Delaware is terminated within two years following a change of control. The severance benefit would be equal to two years base salary plus variable compensation at the highest level during the three years prior to termination.

On May 4, 2005, as contemplated by Mr. Argov's employment letter agreement, Mykrolis entered into an employment agreement with Mr. Argov. Mr. Argov's employment agreement contains a change of control provision. Mr. Argov was not previously party to an executive termination agreement. Under Mr. Argov's employment agreement, if Mr. Argov's employment is terminated other than for cause (as defined in the agreement), he terminates his own employment for good reason (as defined in the agreement) or the initial three-year term of the agreement or any one-year extension period expires and Mykrolis or its successor has previously given Mr. Argov notice that it elects not to extend the agreement, in each case within two years after a change of control, he will be entitled to the following. First, he will receive, in addition to all forms of compensation that he has accrued prior to his termination, a lump sum severance payment in an amount equal to twice his base salary, plus twice the greater of his target bonus in the year of his termination or the highest annual bonus paid during the three years prior to his termination. Second, as under the executive termination agreements discussed above, Mr. Argov and his family will be entitled to medical, dental and life insurance benefits for a two-year period following the date of his termination or, if earlier, until he becomes eligible for coverage under the medical, dental and life insurance plans of another employer. Third, the employment agreement also provides for immediate vesting of all outstanding unvested equity awards, with stock options exercisable for up to one year after termination (or, if earlier, until the date the options would have expired absent termination). Mr. Argov is also entitled to reimbursement for outplacement services up to $15,000 in the event his employment is terminated after a change of control as described above.

A change of control is deemed to have occurred under Mr. Argov's employment agreement, in relevant part, (i) when any person or group acquires beneficial ownership of 30% or more of Mykrolis' or a successor's (including Entegris Delaware) common stock or of the combined voting power of Mykrolis' or a successor's voting stock entitled to vote generally in the election of directors, (ii) if those persons who served on the board of directors of Mykrolis on the effective date of the agreement and until the closing of the merger, or those persons who constitute the board of directors of Entegris Delaware after the closing of the merger, or persons elected or nominated by at least a two-thirds vote of members of either such board, cease to constitute a majority of the board of Mykrolis or a successor (as applicable), or (iii) upon the consummation of a reorganization, merger or consolidation involving Mykrolis or a successor, or a sale of all or substantially all of the assets of Mykrolis or a successor, subject to certain exceptions.

Mr. Argov's employment agreement further provides for an additional tax gross-up payment to Mr. Argov of an amount sufficient to satisfy, on an after-tax basis, any excise tax payable by Mr. Argov under Section 4999

of the Internal Revenue Code of 1986 as a result of any payments or benefits received by him (whether or not received pursuant to the employment agreement).

If a change of control occurred at this time and all of the executives party to the amended and restated agreements as well as Mr. Kirlin and Mr. Argov were involuntarily terminated immediately following the change of control and those persons (other than Mr. Argov) satisfied certain conditions relating to their remaining with Mykrolis and cooperating with the Mykrolis board after the impending change of control, an aggregate of approximately $5,847,608 in severance payments would be due under the foregoing amended and restated agreements (or, in the case of Mr. Kirlin, his executive termination agreement and, in the case of Mr. Argov, his employment agreement).

In addition, each such executive may be entitled to tax gross-up payments. Section 4999 of the Internal Revenue Code of 1986 imposes a 20% excise tax on, and Section 280G of the Internal Revenue Code of 1986 denies an employer-level deduction for, so-called "excess parachute payments," defined generally to mean the excess of "payments in the nature of compensation" that are contingent on a change in the ownership or control of a corporation, or on a change in the ownership of a substantial portion of the corporation's assets, over the affected employee's "base amount" (generally, his or her average annual taxable compensation measured over a period of up to five years ending with the year preceding the year of the change of control). If the sum of all such payments in the case of any individual is less than three times the base amount, no excise tax or loss of deduction results. However, if the sum of all such payments equals or exceeds three times the affected individual's base amount, all "excess parachute payments" (that is, in general, all such payments in excess of one times the base amount) are subject to the excise tax and are nondeductible. The vesting of stock options, restricted stock and certain other rights in connection with a change of control, including in connection with a termination following a change of control, may give rise to "payments in the nature of compensation." Also, in general, payments that are made pursuant to an agreement entered into within one year prior to a change of control are rebuttably presumed to be contingent on the change of control. On the other hand, a showing that payments constitute reasonable compensation for services rendered following the change of control, and certain other exceptions, may have the effect of reducing amounts potentially subject to the adverse tax treatment described in Sections 280G and 4999 of the Internal Revenue Code of 1986. If the employment of any of the executives party to the amended and restated agreements, or of Mr. Kirlin or Mr. Argov, were to terminate following the merger in circumstances entitling such person to benefits under his agreement, amounts payable pursuant to that agreement, including any cash benefits, any accelerated vesting of equity-based awards, and the continuation of any other benefits, would be treated as contingent in whole or in part on the change of control and, if the aggregate of such amounts and any other amounts so treated were to equal or exceed three times the affected individual's "base amount," assuming no other bases for exemption, would give rise to "excess parachute payments" equal to the excess of those amounts over one times the affected individual's base amount. Any affected individual who becomes subject to the excise tax also would be entitled to receive a tax gross-up payment (itself treated as an "excess parachute payment" and therefore subject to the Section 4999 tax, and nondeductible) which on an after-tax basis equals the excise tax due on the other payments.

As discussed below under the caption "New Employment Letter Agreements with Mykrolis Officers," Mr. Faulkner will be entitled to receive the benefits provided under his amended and restated agreement at the conclusion of his temporary post-merger assignment with Entegris Delaware pursuant to his employment letter agreement.

As also discussed below under the caption "New Employment Letter Agreements with Mykrolis Officers," employment letter agreements between Mykrolis and each of Messrs. Pandraud, Loy, Walcott, Mackay and Mizuno (but not Mr. Faulkner) provide that, upon completion of the merger, each executive will enter into a new change of control agreement with Entegris Delaware to replace the amended and restated agreement described above. Mr. Loy's employment letter agreement provides that Mr. Loy will have the unilateral right to resign his employment with Entegris Delaware within 90 days after the first anniversary of the merger and have such resignation treated as an involuntary termination entitling him to the severance payments, potential tax gross-up payments and other benefits to be provided under his anticipated new change of control agreement. Mr. Argov's

employment agreement contains a change of control arrangement, as discussed above and below under the caption “New Employment Letter Agreements with Mykrolis Officers.”

Mykrolis remains subject to one Executive Termination (Change of Control) Agreement, dated May 1, 2003, with Jieh Hwa Shyu. The original executive termination agreements between Mykrolis and each of Messrs. Pandraud, Loy, Walcott, Mackay, Mizuno and Faulkner contained terms that were substantially similar to Mr. Shyu’s executive termination agreement. In contrast to the amended and restated agreements, Mr. Shyu’s agreement does not provide for the executive to waive the accelerated vesting of outstanding stock options and restricted stock awards that will occur upon consummation of the merger. The agreement instead accelerates such vesting upon the occurrence of an impending change of control. Upon execution of the merger agreement, which constituted an impending change of control under Mr. Shyu’s agreement, the options to acquire 25,813 shares of Mykrolis common stock and the 13,000 shares of restricted Mykrolis common stock held by Mr. Shyu became vested, fully exercisable and (in the case of the restricted stock) free of restrictions. In addition, Mr. Shyu’s agreement provides that beginning on the date of an impending change of control until 180 days after the occurrence of a change of control, Mr. Shyu’s salary and benefits cannot be reduced. The agreement also provides that following an impending change of control, Mr. Shyu and his family are entitled to medical, dental and life insurance benefits for a two-year period beginning 180 days after the change of control, even if he is terminated during such period. As under the amended agreements, Mykrolis’ execution of the merger agreement on March 21, 2005, constitutes an impending change of control and approval of the merger by Mykrolis stockholders would constitute a change of control. In the event of any involuntary termination of Mr. Shyu’s employment prior to the expiration of the two-year period following approval of the merger by Mykrolis stockholders or a voluntary resignation of which he gives notice within 180 days after such stockholder approval (provided that he does not voluntarily terminate employment within such 180-day period), Mr. Shyu will become entitled to enhanced benefits under Mykrolis’ pension and retirement plans and, subject to Mr. Shyu satisfying conditions relating to his remaining in the employ of Mykrolis and cooperating with the Mykrolis board after the impending change of control, a lump sum severance payment equal to twice his highest annual rate of total cash compensation during the three years prior to involuntary termination. Mr. Shyu’s agreement also provides for certain tax gross-up payments in the event he is subject to the excise tax under Section 4999 of the Internal Revenue Code of 1986 because of certain amounts paid to him under the agreement. Finally, the agreement also provides Mr. Shyu with the right to put his stock back to Mykrolis following a change of control.

If Mr. Shyu is involuntarily terminated prior to the expiration of the two-year period following the date Mykrolis stockholders approve the merger or voluntarily resigns pursuant to a notice given within 180 days after such stockholder approval (provided that he does not voluntarily terminate employment within such 180-day period) and the other conditions described above are satisfied, an aggregate of approximately $529,502 in severance pay plus enhanced benefits payments would be due under the agreement. In addition, Mr. Shyu may be entitled to tax gross-up payments. Whether tax gross-up payments would be due depends on application of the principles relating to Sections 4999 and 280G of the Internal Revenue Code of 1986 discussed above in this section, except that Mr. Shyu’s tax gross-up payment would on an after-tax basis equal the excise tax due on only a portion of the payments and benefits granted to him under his executive termination agreement.

Existing Mykrolis Employment Agreements

Mykrolis is party to a letter agreement, dated May 20, 2004, with Peter Kirlin under which Mr. Kirlin is employed as vice president, business development of Mykrolis on an at-will basis at a salary of $230,000 per year. In addition to executive-level benefits, the agreement provides that Mr. Kirlin is eligible to participate in the Mykrolis Incentive Plan (bonus plan). In addition, Mr. Kirlin received an option grant of 60,000 shares (subject to four-year vesting) pursuant to the letter agreement, with an option exercise price of $16.35 per share. In the event Mr. Kirlin is terminated other than for cause in his first year of employment, Mykrolis will continue to pay Mr. Kirlin’s salary and continue to provide Mr. Kirlin and his family with healthcare benefits for one year from the date of his termination.

Mykrolis is party to a letter agreement, dated November 19, 2004, with C. William Zadel, its former chairman and chief executive officer, under which Mr. Zadel is employed on a part-time basis as C.E.O.

Emeritus of Mykrolis through April 30, 2006, at a salary of $40,000 per year. The agreement provides that Mr. Zadel is eligible to participate in the Mykrolis Savings and Investment Plan. The agreement is terminable by Mr. Zadel at any time or by Mykrolis upon Mr. Zadel's death, material breach of the agreement, willful misconduct, commission of a fraud against the company or conviction of a felony.

Mykrolis was party to an offer letter agreement, dated November 18, 2004, with Gideon Argov under which Mr. Argov was employed as chief executive officer of Mykrolis on an at-will basis at a salary of $450,000 per year. In addition to executive level benefits, the agreement provided that Mr. Argov was eligible to participate in the Mykrolis Incentive Plan (bonus plan) beginning in 2006. Pursuant to the agreement, Mr. Argov received a restricted stock award of 50,000 shares (subject to four-year vesting) and an option grant of 450,000 shares (which vest 25% on the first anniversary of the grant date and quarterly thereafter in twelve equal installments), with an option exercise price of $11.60 per share.

Mykrolis was also party to a separation agreement, dated as of November 21, 2004, with Mr. Argov which provided that if Mr. Argov was terminated by the company other than for cause (as defined in the agreement), death or disability, or if Mr. Argov resigned for good reason (as defined in the agreement), Mykrolis agreed to continue to pay Mr. Argov's salary and provide Mr. Argov and his family with healthcare benefits for one year from the date of his termination or resignation, as applicable.

The employment agreement dated May 4, 2005 between Mykrolis and Mr. Argov provides that the terms and conditions of the offer letter agreement and the separation agreement referred to above are no longer effective as of the effective date of the employment agreement.

New Employment Letter Agreements with Mykrolis Officers

In connection with entering into the merger agreement, Mykrolis entered into a letter agreement dated as of March 21, 2005, with each of Messrs. Argov, Pandraud, Loy, Walcott, Faulkner, Mackay and Mizuno outlining the duties, title, salary and benefits to be made available to such executives by the combined company following the merger. Mr. Faulkner's letter agreement provides that his employment with Entegris Delaware will be temporary and conclude upon completion of certain milestones to be established relating to the integration of Mykrolis and Entegris following the merger. All of the terms of each letter agreement are contingent upon, among other things, the consummation of the merger and the continued active employment of such executive officer with Mykrolis through the closing of the merger. Upon consummation of the merger, the letter agreements will be assumed by Entegris Delaware by operation of law. The letter agreements provide that the salaries to be paid by Entegris Delaware to each of these executives after the merger will be consistent with the salaries they currently receive from Mykrolis (except that Mr. Loy's annual base salary would increase by $23,000) and provide for restricted stock awards to each of Messrs. Argov, Pandraud, Loy, Walcott, Mackay and Mizuno in the amount of 200,000, 150,000, 100,000, 100,000, 75,000 and 75,000 shares of Entegris Delaware common stock, respectively. These restricted stock awards will vest 37.5% on December 31, 2005, and an additional 5.21% on the last business day of each of the first 12 fiscal quarters of Entegris Delaware following the completion of the merger. The letter agreements also provide that the executives will be entitled to participate in Entegris Delaware's management incentive plan, which is to be developed during the pre-merger integration planning process. In addition, the letter agreements provide for a planning bonus, payable upon consummation of the merger, equal to 30% of such executive's pro rated annual base salary for the period from March 1, 2005, through the closing date of the merger and an integration project bonus equal to 30% of such executive's annual base salary, payable upon completion of the integration milestones to be established in connection with the merger. If both the planning bonuses and the integration bonuses are paid (and assuming the closing of the merger occurs on August 5, 2005 and that integration activities are completed on or before June 30, 2006), Messrs. Argov, Pandraud, Loy, Walcott, Mackay and Mizuno would receive approximately $198,000, $124,000, $103,000, $93,000, $86,000 and $84,000, respectively.

In lieu of a restricted stock award, Mr. Faulkner will also be entitled to receive a retention bonus equal to 26 weeks of base salary upon completion of the integration milestones referred to above. Mr. Loy's letter agreement provides that he will be employed for a one-year period following the closing of the merger after which he will

have 90 days to elect to resign and receive the severance and other benefits that would otherwise be provided to him in the event of an involuntary termination under his anticipated change of control agreement described below.

Each letter agreement other than Mr. Faulkner's and Mr. Argov's provides that upon consummation of the merger, such executive will be required to enter into a change of control agreement with Entegris Delaware to replace the amended and restated executive termination agreements referred to above, which will generally be consistent with the amended and restated agreements but will also provide for a two-year non-competition agreement by the executive. A "change of control" under such anticipated new change of control agreement will be defined to include the merger of Mykrolis with and into Entegris Delaware. Mr. Faulkner's letter agreement provides that his amended and restated executive termination agreement will continue in effect after the merger and that he will be entitled to the benefits provided pursuant to that agreement upon the conclusion of his assignment with Entegris Delaware under his letter agreement.

Mr. Argov's letter agreement states that the board of directors of Mykrolis has approved the negotiation of a customary employment agreement with Mr. Argov containing a three-year term and a two-year non-competition agreement. The letter agreement further states that Mykrolis expects such employment agreement to be finalized prior to the merger and that Entegris Delaware would assume the obligations of Mykrolis under the agreement. The anticipated employment agreement would include change of control provisions that provide for severance benefits and accelerated vesting of stock option and restricted stock awards in the event that Mr. Argov's employment with Entegris Delaware is terminated within two years following a change of control. The severance benefit would be equal to two years base salary plus variable compensation at the highest level during the three years prior to termination.

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

Mykrolis Stock-Based Rights

Upon completion of the merger, each outstanding Mykrolis stock option, whether vested or unvested, will be converted into an option to purchase a number of shares of Entegris Delaware common stock equal to the

number of shares of Mykrolis common stock that would have been obtained before the merger upon the exercise of the option, multiplied by the exchange ratio, and the exercise price of the converted option will be equal to the exercise price per share of the option before the conversion, divided by the exchange ratio. The conversion of "incentive stock options" will be effected in a manner that is consistent with Section 424(a) of the Internal Revenue Code of 1986.

Under certain of Mykrolis' stock-based plans, upon a change of control of Mykrolis, unvested stock options or other stock-based awards will become fully vested and exercisable. The consummation of the transactions contemplated by the merger agreement will constitute a change of control under these Mykrolis stock-based plans, and Entegris Delaware is assuming all vested and unvested options and other stock-based awards that are outstanding at the effective time of the merger. As discussed above, Messrs. Pandraud, Loy, Walcott, Faulkner, Mackay, Mizuno and Kirlin have waived any such accelerated vesting of their options or other stock-based awards in connection with the consummation of the merger. Mr. Argov has also waived such accelerated vesting of options and other stock-based awards that would otherwise occur upon consummation of the merger under the Mykrolis plans. There are no unvested stock options to acquire shares of Mykrolis common stock or shares of restricted Mykrolis common stock held by other executive officers or directors of Mykrolis that will become vested or free of restrictions as a result of the merger. In addition, in the event that the merger occurs and Messrs. Argov, Pandraud, Loy, Walcott, Faulkner, Mackay, Mizuno and Kirlin are involuntarily terminated within the two-year period following the merger (and based on outstanding options and restricted stock awards as of June 27, 2005 and assuming the grant of the Entegris Delaware restricted stock awards provided for in the new employment letter agreements referred to above), an aggregate of 906,511 unvested stock options to acquire shares of Entegris Delaware's common stock, with an average exercise price of $7.61 per share, would become fully vested and exercisable and an aggregate of 1,037,631 shares of restricted common stock of Entegris Delaware would become fully vested and free of restrictions. Alternatively, in the event that the merger does not occur and Messrs. Argov, Pandraud, Loy, Walcott, Faulkner, Mackay, Mizuno and Kirlin are involuntarily terminated within either the two-year period following Mykrolis stockholder approval of the merger or on or prior to the date the Mykrolis board determines in good faith that a change of control will not result from the merger agreement (and based on outstanding options and restricted stock awards as of June 27, 2005), an aggregate of 652,166 unvested stock options to acquire shares of Mykrolis common stock, with an average exercise price of $10.58 per share, would become fully vested and exercisable and an aggregate of 242,900 shares of restricted common stock of Mykrolis would become fully vested and free of restrictions.

Effective April 25, 2005, Mykrolis' directors were each granted an annual stock option grant covering 8,000 shares of Mykrolis common stock at the closing price on the New York Stock Exchange on the date of grant. In addition, effective May 5, 2005, Mykrolis entered into a letter agreement with Robert E. Caldwell that provides that he will not serve as a director of Entegris Delaware upon the closing of the merger. In recognition of his service to the Mykrolis board of directors, the directors granted Mr. Caldwell a discretionary stock option grant for 21,866 shares of Mykrolis common stock effective on the termination of his service as a director upon the effectiveness of the merger. This discretionary option grant vests immediately upon completion of the merger and will be exercisable at the per share closing price of Mykrolis common stock on the New York Stock Exchange on the last trading date prior to the effective date of the merger. The discretionary option grant will not take effect in the event that the merger does not occur or that Mr. Caldwell becomes a director of Entegris Delaware pursuant to the merger.

BOARD OF DIRECTORS AND MANAGEMENT OF ENTEGRIS DELAWARE FOLLOWING THE MERGER

At the closing of the merger, the Entegris Delaware board of directors will consist of ten directors, five of whom will have been Entegris directors prior to the merger and five of whom will have been Mykrolis directors prior to the merger. Entegris and Mykrolis currently expect that the following individuals will comprise the board of directors of Entegris Delaware immediately after the closing of the merger: James E. Dauwalter, Roger D. McDaniel, Gary F. Klingl, Paul L.H. Olson and Brian F. Sullivan (each designated by Entegris); and Gideon Argov, Thomas O. Pyle, Michael P.C. Carns, Michael A. Bradley and Daniel W. Christman (each designated by Mykrolis). At the closing of the merger, the Entegris Delaware board of directors will have standing audit, nominating and governance and compensation committees each comprised of an equal number of directors designated by Entegris and directors designated by Mykrolis. The merger agreement provides that one additional director may be added to the board of directors of Entegris Delaware following a recommendation by the chief executive officer and chairman of the board, but through nomination by the nominating and governance committee of Entegris Delaware and approval by the board of directors of Entegris Delaware. We expect the eleventh director to be appointed shortly after completion of the merger.

If the proposal relating to a classified board is approved by Entegris stockholders at the Entegris special meeting, the parties have agreed that the directors of Entegris Delaware immediately following the merger listed above will serve in the following classes:

Class I (initial term ending on the date of Entegris Delaware's first annual meeting of stockholders): Gideon Argov, James E. Dauwalter and Brian F. Sullivan;

Class II (initial term ending on the date of Entegris Delaware's second annual meeting of stockholders): Michael A. Bradley, Daniel W. Christman, Gary F. Klingl and Thomas O. Pyle; and

Class III (initial term ending on the date of Entegris Delaware's third annual meeting of stockholders): Paul L.H. Olson, Roger D. McDaniel and Michael P.C. Carns.

If an eleventh director is appointed as expected, the nominating and governance committee of the Entegris Delaware board will recommend to the board of directors the class to which such eleventh director should be assigned.

At the closing of the merger, James E. Dauwalter will be appointed non-executive chairman of the board of Entegris Delaware, and Gideon Argov will be appointed chief executive officer of Entegris Delaware.

The following table lists the names, ages and positions of the individuals expected to be the executive officers and directors of Entegris Delaware after the merger.

Name	Age	Position
Gideon Argov	49	Chief Executive Officer, Director
Jean-Marc Pandraud	52	Executive Vice President and Chief Operations Officer
Michael Wright	58	Executive Vice President and Chief Marketing Officer
John Villas	47	Chief Financial Officer
Peter Walcott	58	Senior Vice President, Secretary and General Counsel
Bertrand Loy	40	Senior Vice President and Chief Integration Officer
Kenneth Jennings	50	Senior Vice President of Human Capital
Gregory Graves	45	Senior Vice President of Business Development
John Goodman	45	Vice President and Chief Technology Officer
James Dauwalter	54	Chairman of the Board
Michael A. Bradley	56	Director
Michael P.C. Carns	68	Director
Daniel W. Christman	62	Director
Gary F. Klingl	65	Director
Roger D. McDaniel	66	Director
Paul L.H. Olson	54	Director
Thomas O. Pyle	65	Director
Brian F. Sullivan	44	Director

Gideon Argov has been the chief executive officer and a director of Mykrolis since November 2004. Prior to joining Mykrolis, Mr. Argov was managing director of Parthenon Capital, a Boston-based private equity partnership, since 2001. He served as chairman, chief executive officer and president of Kollmorgen Corporation from 1991 to 2000. From 1988 to 1991 he served as chief executive officer of High Voltage Engineering Corporation. He is a director of Helix Technology, Inc., Fundtech Corporation and Interline Brands, Inc.

Jean-Marc Pandraud has been president and chief operating officer of Mykrolis since January 2001. Prior to that he served as vice president and general manager of the Microelectronics Divisions of Millipore, a position he had held since July 1999. From 1994 until 1999, Mr. Pandraud served as the vice president and general manager of Millipore's Laboratory Water Division and was also regional manager of Millipore's Latin American operations from 1997 until 1999. Mr. Pandraud also served as the managing director of Millipore's French subsidiary and as European general manager for the Millipore Analytical Division from 1988 until 1994.

Michael Wright has been chief operating officer of Entegris since June 2002 and president of Entegris since January 2005. Prior to June 2002, Mr. Wright held various management positions since joining the company in 1998. Previously, Mr. Wright held several management positions at other companies in the semiconductor, equipment and materials industry.

John Villas has been chief financial officer of Entegris since March 2000. Prior to that time, Mr. Villas had been chief financial officer of Fluoroware since November 1997 and vice president finance since April 1994. Mr. Villas joined Fluoroware in 1984 as controller and then served as corporate controller between 1991 and 1994.

Peter W. Walcott has been vice president, secretary and general counsel of Mykrolis since October 2000. Mr. Walcott served as the assistant general counsel of Millipore from 1981 until March 2001.

Bertrand Loy has been vice president and chief financial officer of Mykrolis since January 2001. Prior to that, Mr. Loy served as the chief information officer of Millipore from April 1999 until December 2000. From 1995 until 1999, he served as the division controller for Millipore's Laboratory Water Division. From 1989 until 1995, Mr. Loy served Sandoz Pharmaceuticals (now Novartis) in a variety of financial, audit and controller positions located in Europe, Central America and Japan.

Kenneth Jennings is currently a consultant to Entegris. He is expected to become senior vice president of human capital prior to the closing of the merger. From 1998 to 2005, Dr. Jennings was the managing partner of VentureWorks, a consulting firm focused on helping global corporations create next-generation human capital organizations and practices. Dr. Jennings was vice chairman of Alex Partners from 1997 to 1998 and held positions with Accenture from 1992 to 1997, most recently as a managing partner.

Gregory Graves joined Entegris as chief business development officer in September 2002. Prior to joining Entegris, Mr. Graves held positions in investment banking and corporate development, including at U.S. Bancorp Piper Jaffray from June 1998 to August 2002 and at Dain Rauscher from October 1996 to May 1998.

John Goodman is expected to become vice president and chief technology officer of Entegris Delaware upon completion of the merger. Mr. Goodman has been managing director of the Entegris fuel cell market sector since January 2005 and from June 2002 to until January 2005 was president of the fuel cell market sector. Mr. Goodman was executive vice president and chief technology officer of Entegris from 1999 to 2002. Prior to that time, Mr. Goodman held a variety of positions with Fluoroware since 1982.

James E. Dauwalter was appointed chief executive officer of Entegris in January 2001, served as president of Entegris from June 2000 to January 2005, and has been a director of Entegris since June 1999. Mr. Dauwalter has also served as chief operating officer from March 2000 to January 2001, and was the executive vice president of Entegris from March 2000 through June 2000. Prior to that time, Mr. Dauwalter had been a director of Fluoroware since 1982 and also served as executive vice president and chief operating officer of Fluoroware since September 1996. Mr. Dauwalter serves on the Semiconductor Equipment and Materials International (SEMI) North American Advisory Board and the board of directors of the Community Bank of Chaska.

Michael A. Bradley has served as a director of Mykrolis and as chairman of the Audit & Finance Committee of the board of directors since 2001. Mr. Bradley has been the president of Teradyne, Inc. since May of 2003. Prior to assuming that position, Mr. Bradley served as the president of the Semiconductor Test Division of Teradyne, Inc. since March 2001, the chief financial officer of Teradyne, Inc. since 1999 and a vice president of Teradyne, Inc. since 1992. Prior to 1992, Mr. Bradley held various finance, marketing, sales and management positions with Teradyne, Inc. and worked in the audit practice group of the public accounting firm of Coopers and Lybrand. Mr. Bradley was appointed to Teradyne's management committee in 1994 and its executive committee in 1996.

Michael P.C. Carns has served as a director of Mykrolis and as a member of the Management Development & Compensation Committee of the board of directors since 2001 and as chairman of that committee since 2004. Mr. Carns retired in the grade of General from the United States Air Force in September 1994 after 35 years of service. General Carns currently is an independent business consultant. From 2001 through 2003, he served as vice chairman of PrivaSource, Inc., a software company focusing on health data privacy and security. From 1995 to 2000, General Carns served as president and executive director of the Center for International Political Economy. From May 1991 until his retirement, General Carns served as vice chief of staff, United States Air Force. From September 1989 until 1991, he served as director of the Joint Staff, Joint Chiefs of Staff. General Carns is a director of Engineered Support Systems, Inc. (manufacture and service of integrated military electronics systems), Mission Research Corporation (high technology research) and Rockwell Collins, Inc. (aviation and information technology). He is also a member of the Department of Defense Science Board and numerous professional and civic organizations.

Daniel W. Christman has been a director of Mykrolis since October 2001, and since February of 2003 has been designated as the presiding director of the Mykrolis board of directors. In 2003 he became a senior vice president, International Affairs of the U.S. Chamber of Commerce. From 2001 until 2003, he was the president and executive director of the Kimsey Foundation, Washington, D.C., which has been active in education and community development in the Washington, D.C. area as well as in international issues that focus on the alleviation of human suffering. He was named to this position in July 2001, after his retirement as a Lieutenant

General from a career in the United States Army that spanned more than 36 years. Immediately prior to his retirement, General Christman served as the Superintendent of the United States Military Academy at West Point since 1996. From 1994 until 1996, General Christman served as assistant to the chairman of the Joint Chiefs of Staff of the United States. General Christman's key command positions have also included the U.S. Army's Engineer School in the early 1990's, and the U.S. Army Corps of Engineer District in Savannah, Georgia. General Christman also served in President Ford's administration as a member of the National Security Council staff, where he shared responsibility for strategic arms control. General Christman currently serves as a member of the board of directors of Ultralife Batteries, Inc., a manufacturer of high energy lithium batteries for military, industrial and consumer applications, Metal Storm Limited, an electronic ballistics technology company based in Brisbane, Australia, and of United Services Automobile Association.

Gary F. Klingl has been a director of Entegris since September 2000. Since 1994, Mr. Klingl has served as a management consultant. Prior to 1994, Mr. Klingl served as president of Green Giant Worldwide, a division of The Pillsbury Company and various other management positions at Pillsbury.

Roger D. McDaniel has been a director of Entegris since August 1999. Prior to that time, Mr. McDaniel was a director of Fluoroware since August 1997. Mr. McDaniel, currently retired, was president and chief executive officer of IPEC, Inc., a manufacturer of chemical-mechanical planarization (CMP) equipment for the semiconductor industry, from 1997 to 1999. From 1989 to August 1996, Mr. McDaniel was the chief executive officer of MEMC, a silicon wafer producer, and was also a director of MEMC from April 1989 to March 1997. Mr. McDaniel is a director of Veeco Instruments, Inc. He is also a past director and chairman of the Semiconductor Equipment and Materials International (SEMI) organization.

Paul L.H. Olson has been a director of Entegris since March 2003. Mr. Olson has served as executive vice president of Bethel College & Seminary since 2000. Prior to 2000, Mr. Olson was a founding executive of Sterling Commerce, Inc., an electronic commerce software concern. Prior to his role with Sterling Commerce, he held executive positions with various entities. Mr. Olson is a member of the board of directors of several private companies and non-profit organizations.

Thomas O. Pyle has served as a director of Mykrolis and a member of the Audit & Finance Committee since 2001; effective January 1, 2005, he became the non-executive chairman of the board of directors. Mr. Pyle retired from his position as senior advisor to the Boston Consulting Group in 1997, a position he had held since 1992, other than from January to April of 1993 when he served on the White House Task Force on Healthcare Reform and from October 1993 through September 1994 when he served as chief executive officer of MetLife HealthCare. From April 2001 until April 2002 he was chairman, chief executive officer and director of PrivaSource Incorporated, a software company focusing on health data privacy and security, and was the chairman and a director of that organization until July 2003. Mr. Pyle served Harvard Community Health Plan, Inc. as its president, director and chief executive officer from 1978 until 1991. He served as a director of Controlled Risk Insurance Company, Ltd. from 1976 until August 2003 and as its chairman from 1976 to 1989 and from 2000 until 2002. Mr. Pyle currently serves as a member of the board of directors of Medical Education for South African Blacks, a charitable foundation, and as its treasurer. He is also a director of the Pioneer Institute, a non-profit public policy research organization.

Brian F. Sullivan has been a director of Entegris since December 2003. Mr. Sullivan has served as chief executive officer of SterilMed, Inc. since 2002. From 1999 to 2002, Mr. Sullivan was co-chairman of an on-line grocery delivery company, SimonDelivers.com. Mr. Sullivan co-founded Recovery Engineering, Inc. in 1986, and was chairman and chief executive officer until it was sold in 1999. Mr. Sullivan is a member of the board of directors of Sontra Medical Corporation, as well as several private companies and non-profit organizations.

See "The Merger—Interests of Certain Persons in the Merger" for a description of the material interests of the directors and executive officers of Entegris and Mykrolis, respectively, in the merger that are in addition to, or different than, their interests as stockholders. Additional information about the current directors and executive

officers of Mykrolis and Entegris can be found in the Annual Report on Form 10-K/A for the year ended December 31, 2004 of Mykrolis and in the Annual Report on Form 10-K for the year ended August 28, 2004 of Entegris, each of which is incorporated by reference into this joint proxy statement/prospectus. See "Where You Can Find More Information" beginning on page 149.

None of the above-named directors is related to any other director or to any executive officer of Entegris or Entegris Delaware. Except as indicated above, each of the directors has maintained his current principal occupation for at least the last five years.