Table of Contents

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For Quarter Ended March 1, 2003

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number 000-30789

ENTEGRIS, INC.
(Exact name of registrant as specified in charter)

Minnesota	**41-1941551**
(State or other jurisdiction of incorporation)	**(IRS Employer ID No.)**

3500 Lyman Boulevard, Chaska, Minnesota 55318
(Address of Principal Executive Offices)

Registrant's Telephone Number (952) 556-3131

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act). YES ☒ NO ☐

APPLICABLE ONLY TO CORPORATE ISSUERS:

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the close of the latest practicable date.

Class	**Outstanding at March 31, 2003**
Common Stock, $0.01 Par Value	71,614,697

ENTEGRIS, INC., INC. AND SUBSIDIARIES
FORM 10-Q
TABLE OF CONTENTS
FOR THE QUARTER ENDED MARCH 1, 2003

Item 1. Financial Statements

ENTEGRIS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(Dollars in thousands)
(Unaudited)

	March 1, 2003	August 31, 2002
ASSETS		
Current assets		
Cash and cash equivalents	$ 77,989	$ 74,830
Short-term investments	24,564	44,624
Trade accounts receivable, net of allowance for doubtful accounts	39,106	35,371
Trade accounts receivable due from affiliates	2,735	4,219
Inventories	41,920	38,859
Deferred tax assets and refundable income taxes	12,032	16,039
Other current assets	3,277	2,793
Total current assets	201,623	216,735
Property, plant and equipment, net	100,844	102,104
Other assets		
Investments	7,328	7,883
Intangible assets, net of amortization	64,832	30,295
Goodwill	31,528	31,309
Other	2,058	1,934
Total assets	$408,213	$390,260
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Current maturities of long-term debt	$ 1,887	$ 2,144
Short-term borrowings	25,342	9,421
Accounts payable	8,906	7,977
Accrued liabilities	22,731	20,079
Total current liabilities	58,866	39,621
Long-term debt, less current maturities	13,120	12,691
Deferred tax liabilities	15,565	15,802
Minority interest in subsidiaries	—	32
Commitments and contingencies		
Shareholders' equity		
Common stock, $0.01 par value; 200,000,000 authorized; issued and outstanding shares: 71,604,465 and 71,160,539, respectively	716	712
Additional paid-in capital	134,538	132,676
Retained earnings	185,938	190,932
Accumulated other comprehensive loss	(530)	(2,206)
Total shareholders' equity	320,662	322,114
Total liabilities and shareholders' equity	$408,213	$390,260

See accompanying notes to consolidated financial statements.

ENTEGRIS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(Dollars in thousands, except per share data)
(Unaudited)

	Three Months Ended		Six Months Ended	
	March 1, 2003	March 2, 2002	March 1, 2003	March 2, 2002
Sales to non-affiliates	$49,689	$45,513	$ 98,039	$ 86,015
Sales to affiliates	4,442	5,189	9,813	10,539
Net sales	54,131	50,702	107,852	96,554
Cost of sales	31,576	33,764	63,419	64,421
Gross profit	22,555	16,938	44,433	32,133
Selling, general and administrative expenses	19,833	17,566	38,755	35,196
Nonrecurring charges	—	—	1,812	4,001
Engineering, research and development expenses	4,233	4,475	8,306	8,516
Operating loss	(1,511)	(5,103)	(4,440)	(15,580)
Interest income, net	(20)	(365)	(320)	(816)
Other expense (income), net	8	(1,450)	4,795	(1,739)
Loss before income taxes and other items below	(1,499)	(3,288)	(8,915)	(13,025)
Income tax benefit	(2,210)	(1,249)	(4,042)	(4,949)
Equity in net loss of affiliate	64	—	122	—
Minority interest in subsidiaries' net loss	—	(653)	—	(774)
Net income (loss)	$ 647	$ (1,386)	$ (4,995)	$ (7,302)
Earnings (loss) per common share:				
Basic	$ 0.01	$ (0.02)	$ (0.07)	$ (0.10)
Diluted	$ 0.01	$ (0.02)	$ (0.07)	$ (0.10)
Weighted shares outstanding:				
Basic	71,391	69,976	71,278	69,859
Diluted	75,465	69,976	71,278	69,859

ENTEGRIS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollars in thousands)
(Unaudited)

	Six months ended	
	March 1, 2003	March 2, 2002
OPERATING ACTIVITIES		
Net loss	$ (4,995)	$ (7,302)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	13,604	14,177
Impairment of property and equipment	350	2,300
Impairment of investment in Metron Technology N.V.	4,452	—
Provision for doubtful accounts	40	(318)
Provision for deferred income taxes	(1,327)	1,142
Equity in net loss of affiliates	122	—
(Gain) loss on sale of property and equipment	(25)	560
Minority interest in subsidiaries' net loss	—	(774)
Changes in operating assets and liabilities, net of effect of acquisitions:		
Trade accounts receivable	(2,451)	7,276
Trade accounts receivable due from affiliates	1,484	4,517
Inventories	752	8,192
Accounts payable and accrued liabilities	1,484	(18,825)
Other current assets	(473)	1,250
Accrued income taxes and refundable income taxes	4,180	236
Other	72	(1,937)
Net cash provided by operating activities	17,269	10,494
INVESTING ACTIVITIES		
Acquisition of property and equipment	(5,842)	(7,637)
Acquisition of businesses, net of cash acquired	(43,513)	(6,663)
Purchases of intangible assets	(700)	(354)
Proceeds from sales of property and equipment	22	292
Purchases of short-term investments	(19,541)	(49,878)
Maturities of short-term investments	39,601	46,749
Other	(2,027)	259
Net cash used in investing activities	(32,000)	(17,232)
FINANCING ACTIVITIES		
Principal payments on short-term borrowings and long-term debt	(1,655)	(7,445)
Proceeds from short-term borrowings and long-term debt	17,549	5,622
Issuance of common stock	1,867	1,271
Net cash provided by (used in) financing activities	17,761	(552)
Effect of exchange rate changes on cash and cash equivalents	129	(498)
Increase (decrease) in cash and cash equivalents	3,159	(7,788)
Cash and cash equivalents at beginning of period	74,830	74,451
Cash and cash equivalents at end of period	$ 77,989	$ 66,663

See accompanying notes to consolidated financial statements.

ENTEGRIS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands)

1. Summary of Significant Accounting Policies

In the opinion of the Company, the accompanying unaudited consolidated financial statements contain all adjustments necessary to present fairly, in conformity with accounting principles generally accepted in the United States of America, the financial position as of March 1, 2003 and August 31, 2002, the results of operations for the three months and six months ended March 1, 2003 and March 2, 2002 and cash flows for the six months ended March 1, 2003 and March 2, 2002. Certain prior year amounts have been reclassified to conform to the current period presentation.

The financial statements and notes are presented as permitted by Form 10-Q and do not contain certain information included in the Company's annual consolidated financial statements and notes. The information included in this Form 10-Q should be read in conjunction with Management's Discussion and Analysis and financial statements and notes thereto included in the Company's Form 10-K for the year ended August 31, 2002. The results of operations for the three months and six months ended March 1, 2003 and March 2, 2002 are not necessarily indicative of the results to be expected for the full year.

The Company's fiscal year is a 52- or 53-week period ending on the last Saturday of August. The fiscal year ending August 31, 2002 comprises 52 weeks. In fiscal 2003, the Company's interim quarters end on November 30, 2002, March 1, 2003 and May 31, 2003. The previous fiscal year ended on August 31, 2002 and comprised 53 weeks. Fiscal years are identified in this report according to the calendar year in which they end. For example, the fiscal year ended August 30, 2003 is referred to as "fiscal 2003".

2. Earnings (loss) per share

The following table presents a reconciliation of the denominators used in the computation of basic and diluted earnings (loss) per share.

	Three Months Ended		Six Months Ended	
	March 1, 2003	March 2, 2002	March 1, 2003	March 2, 2002
Basic earnings (loss) per share-weighted common shares outstanding	71,391,000	69,976,000	71,278,000	69,859,000
Weighted common shares assumed upon exercise of stock options	4,074,000	—	—	—
Diluted earnings (loss) per share-weighted common shares and common shares equivalent outstanding	75,465,000	69,976,000	71,278,000	69,859,000

The effect of the inclusion of stock options in the second quarter of fiscal 2002 and for the six months ended March 1, 2003 and March 2, 2002 is anti-dilutive.

3. Inventories

Inventories consist of the following (in thousands):

	March 1, 2003	August 31, 2002
Raw materials	$ 10,922	$ 13,015
Work-in process	2,713	2,163
Finished goods	27,655	23,216
Supplies	630	465
Total inventories	$ 41,920	$ 38,859

4. Comprehensive Income (Loss)

For the three months and six months ended March 1, 2003 and March 2, 2002 net income (loss), items of other comprehensive income (loss) and comprehensive income (loss) are as follows (in thousands):

	Three months ended		Six months ended	
	March 1, 2003	March 2, 2002	March 1, 2003	March 2, 2002
Net income (loss)	$ 647	$ (1,386)	$ (4,995)	$ (7,302)
Items of other comprehensive income (loss)				
Foreign currency translation gain (loss)	721	(1,085)	650	(1,461)
Net change in unrealized (loss) gain on marketable securities	(870)	2,320	(887)	1,789
Reclassification adjustment for impairment loss on marketable securities included in earnings	—	—	1,913	—
Comprehensive income (loss)	$ 498	$ (151)	$ (3,319)	$ (6,974)

5. Nonrecurring Charge

During the first quarter of fiscal 2003, the Company recorded a pre-tax charge of $1.8 million related to the relocation of its Upland, California operations and certain workforce reductions. The charge included $0.9 million in termination costs related to a workforce reduction of approximately 75 employees, $0.4 million for estimated losses for asset impairment and $0.5 million for future lease commitments on the Upland facility. As expected, the Company closed the Upland plant in the second quarter, with the majority of the facility's equipment sold, disposed of, or moved to Chaska, Minnesota by the end of February 2003. As of March 1, 2003, future cash outlays of $0.9 million remained outstanding in connection with the aforementioned charge, and are primarily related to severance payments of $0.4 million, which run through May 2004, and lease commitments of $0.5 million, which run through July 2005.

6. Impairment of investment in Metron Technology N.V.

The Company's Results of Operations for the six months ended March 1, 2003 include other expense of $4.8 million. In the first quarter of fiscal 2003, the Company recorded an impairment loss of $4.5 million, or $3.3 million after tax, related to the write-down of the Company's equity investment in Metron Technology N.V. common stock. The Company, a founding shareholder of Metron, owns about 1.6 million shares of Metron common stock. Prior to the impairment charge, the Company's investment in Metron Technology N.V. common stock had a carrying value of $7.6 million. At November 30, 2002, the fair value of the investment was $3.1 million, based on a price

of $2.00 per share, the closing price of Metron at the end of the first quarter. The decline in fair value was determined to be other-than-temporary. Accordingly, an impairment loss of $4.5 million was recorded in the first quarter of fiscal 2003 and the investment in Metron common stock written down to a new carrying value of $3.1 million. At March 1, 2003, the Company's investment in Metron Technology N.V. common stock had a fair value of $2.0 million. If the decline in fair value is determined to be other-than-temporary, an impairment loss will be recorded and the investment in Metron common stock written down to a new cost basis.

7. Recently Issued Accounting Pronouncements

In October 2001, the FASB issued Statement of Financial Accounting Standards (SFAS) No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*, which addresses financial accounting and reporting for the impairment or disposal of long-lived assets. While SFAS No. 144 supersedes SFAS No. 121, it retains many of the fundamental provisions of that Statement. SFAS No. 144 became effective for the Company during the first quarter of the fiscal year ending August 30, 2003. Adoption did not have an impact on the Company's results of operations or financial position.

In June 2002, the FASB issued SFAS No. 146, *Accounting for Costs Associated with Exit or Disposal Activities,"* which addresses accounting for restructuring and similar costs. SFAS No. 146 supercedes previous accounting guidance and is required for restructuring activities initiated after December 31, 2002. SFAS No. 146 requires the recognition of the liability for costs associated with exit or disposal activities as incurred, whereas previous guidance required that a liability be recorded when the Company committed to an exit plan. Accordingly, the accounting treatment of any exit or disposal activities initiated by the Company after December 31, 2002 may differ from the treatment used by the Company for previous exit or disposal activities, particularly as relates to the timing and disclosure of certain costs associated with such activities.

In November 2002, the FASB issued FASB Interpretation No. 45 ("FIN 45"), *Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others*. FIN 45 requires that a liability be recorded in the guarantor's balance sheet upon issuance of a guarantee. In addition, FIN 45 requires disclosures about the guarantees that an entity has issued, including a rollforward of the Company's product warranty liabilities. The Company will apply the recognition provisions of FIN 45 prospectively to guarantees issued after December 31, 2002. The disclosure provisions of FIN 45 are effective for financial statements for the second quarter of the Company's fiscal year 2003. The Company does not expect the adoption of FIN 45 to have a material effect on its consolidated financial position and results of operations.

In December 2002, the FASB issued SFAS No. 148, "Accounting for Stock-Based Compensation, transition and Disclosure." SFAS No. 148 provides alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. SFAS No. 148 also requires that disclosures of the pro forma effect of using the fair value method of accounting for stock-based employee compensation be displayed more prominently and in a tabular format. Additionally, SFAS No. 148 requires disclosure of the pro forma effect in interim financial statements. The transition and annual disclosure requirements of SFAS No. 148 are effective for the Company's fiscal 2003. The interim disclosure requirements are effective for the Company's third quarter of fiscal 2003. Entegris does not expect SFAS No. 148 to have a material effect on its results of operations or financial condition.

8. Warranties

The Company accrues for warranty costs based on historical trends and the expected material and labor costs to provide warranty services. The majority of products sold are generally covered by a warranty for periods ranging from 90 days to one year. The following table summarizes the activity related to the product warranty liability during the six-month period ended March 1, 2003 (in thousands):

Balance at August 31, 2002	$	700
Accrual for warranties issued during the period		554
Settlements during the period		(477)
Balance at March 1, 2003	$	777

9. Acquisitions

During the second quarter of fiscal 2003, Entegris completed two cash acquisitions totaling $43.5 million. In January 2003, the Company acquired substantially all of the assets of Electrol Specialties Company (ESC) in a cash transaction. ESC, an Illinois-based company, provides stainless steel system designed and fabricated Clean-In-Place (CIP) technology to customers in the biopharmaceutical industry. Intangible assets of approximately $2.4 million were recorded in connection with the transaction. Entegris retained ESC's existing management team and employees, and continues to manufacture CIP products at ESC's leased facility in Illinois.

In February 2003, Entegris acquired the wafer and reticle carrier (WRC) product lines of Asyst Technologies, Inc., a California-based provider of integrated automation systems that maximize semiconductor manufacturing productivity. Under terms of the purchase agreement, Entegris paid $38.75 million for all assets associated with Asyst's WRC product lines and intellectual property. Entegris hired key Asyst employees involved with these product lines. Intangible assets of approximately $33.8 million were recorded in connection with the transaction. Entegris intends to move the production of the purchased WRC product line to its Chaska, Minnesota facilities in the third quarter of fiscal 2003.

Each of the above transactions was accounted for by the purchase method. Accordingly, the Company's consolidated financial statements include the net assets and results of operations from the dates of acquisition. The Company is in the process of reviewing and finalizing valuations of the tangible and intangible assets acquired in these acquisitions.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

Entegris, Inc. is a leading provider of materials integrity management products and services that protect and transport the critical materials used in key technology-driven industries. Entegris primarily derives its revenue from the sale of products to the semiconductor and data storage industries and generally recognizes sales upon the shipment of such goods to customers. Cost of sales includes polymers and purchased components, manufacturing personnel, supplies and fixed costs related to depreciation and operation of facilities and equipment. The Company's customers consist primarily of semiconductor manufacturers, semiconductor equipment and materials suppliers, and hard disk manufacturers which are served through direct sales efforts, as well as sales and distribution relationships, in the United States, Asia and Europe.

The Company's fiscal year is a 52- or 53-week period ending on the last Saturday of August. The current fiscal year will end on August 30, 2003 and includes 52 weeks. The previous fiscal year ended on August 31, 2002 and comprised 53 weeks. Fiscal years are identified in this report according to the calendar year in which they end. For example, the fiscal year ended August 30, 2003 is referred to as "fiscal 2003".

Critical Accounting Policies

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

Allowance for Doubtful Accounts and Other Accounts Receivable-Related Valuation Accounts The Company maintains an allowance for doubtful accounts as well as reserves for sales returns and allowances, and warranty claims. Significant management judgments and estimates must be made and used in connection with establishing these valuation accounts. Material differences could result in the amount and timing of the Company's results of operations for any period if we made different judgments or utilized different estimates. In addition, actual results could be different from the Company's current estimates, possibly resulting in increased future charges to earnings.

The Company provides an allowance for doubtful accounts for all individual receivables judged to be unlikely for collection. For all other accounts receivable, the Company records an allowance for doubtful accounts based on a combination of factors. Specifically, management analyzes the age of receivable balances, historical bad debts write-off experience, industry and geographic concentrations of customers, general customer creditworthiness and current economic trends when determining its allowance for doubtful accounts. At March 1, 2003, the Company's allowance for doubtful accounts was $1.9 million, up slightly from $1.8 million at August 31, 2002.

A reserve for sales returns and allowances is established based on historical trends and current trends in product returns. The Company's reserve for sales returns and allowances was $0.9 million at March 1, 2003 compared to $1.2 million at August 31, 2002.

The Company records a liability for estimated warranty claims. The amount of the accrual is based on historical claims data by product group and other factors. Claims could be materially different from actual results for a variety of reasons, including a change in the Company's warranty policy in response to industry trends, competition or other external forces, manufacturing changes that could impact product quality, or as yet unrecognized defects in products sold. The Company's accrual for estimated future warranty costs was $0.8 million at March 1, 2003 compared to $0.7 million at August 31, 2002.

Inventory Valuation The Company uses certain estimates and judgments to properly value inventory. In general, the Company's inventories are recorded at the lower of manufacturing cost or market value. Each quarter, the Company evaluates its ending inventories for obsolescence and excess quantities. This evaluation includes analyses of inventory levels, historical loss trends, expected product lives, sales levels by product and projections of future sales demand. Inventories that are considered obsolete are written off. In addition, reserves are established for inventory quantities in excess of forecasted demand. Inventory reserves were $6.1 million at March 1, 2003, up from $5.8 million at August 31, 2002.

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

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

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

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

The Company's marketable equity securities are periodically reviewed to determine if declines in fair value below cost basis are other-than-temporary, requiring an impairment loss to be recorded and the investment written down to a new cost basis. At March 1, 2003, the Company's investment in Metron Technology N.V. common stock had a carrying value of $3.1 million with a fair value of $2.0 million. If the decline in fair value is determined to be other-than-temporary, an impairment loss will be recorded and the investment in Metron common stock written down to a new cost basis.

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

The Company has significant amounts of deferred tax assets that are reviewed for recoverability and valued accordingly. Management evaluates the realizability of the deferred tax assets on a quarterly basis and assesses the need for valuation allowances. These deferred tax assets are evaluated by considering historical levels of income, estimates of future taxable income streams and the impact of tax planning strategies. A valuation allowance is recorded to reduce deferred tax assets when it is determined that the Company would not be able to realize all or part of its deferred tax assets. At March 1, 2003, the Company carried a valuation allowance of $1.4 million against its net deferred tax assets with respect to certain foreign net operating loss carryforwards. In the event it was determined that the Company would not be able to realize all or part of its remaining net deferred tax assets in the future, an adjustment to increase the deferred tax asset valuation allowance would be charged to income in the period such determination would be made.

Three and Six Months Ended March 1, 2003 Compared to Three Six Months Ended March 2, 2002

The following table compares quarterly results with year-ago results, as a percent of sales, for each caption.

	Three Months Ended		Six Months Ended	
	March 1, 2003	March 2, 2002	March 1, 2003	March 2, 2002
Net sales	100.0%	100.0%	100.0%	100.0%
Cost of sales	58.3	66.6	58.8	66.7
Gross profit	41.7	33.4	41.2	33.3
Selling, general and administrative expenses	36.6	33.9	35.9	35.8
Nonrecurring charges	—	—	1.7	4.1
Engineering, research and development expenses	7.8	9.6	7.7	9.5
Operating loss	(2.8)	(10.1)	(4.1)	(16.1)
Interest income, net	—	(0.7)	(0.3)	(0.8)
Other expense (income), net	—	(2.9)	4.4	(1.8)
Loss before income taxes and other items below	(2.8)	(6.5)	(8.3)	(13.5)
Income tax benefit	(4.1)	(2.5)	(3.7)	(5.1)
Equity in net loss of affiliate	0.1	—	0.1	—
Minority interest in subsidiaries' net loss	—	(1.3)	—	(0.8)
Net income (loss)	1.2	(2.7)	(4.6)	(7.6)
Effective tax rate	147.4%	38.0%	45.3%	38.0%

Net sales Net sales increased 7% to $54.1 million in the second quarter of fiscal 2003, compared to $50.7 million in the second quarter of fiscal 2002. For the second quarter, the Company estimates that about 60% of total sales for the quarter was for unit-driven products and 40% for products associated with capital spending. Sequentially, second quarter sales were just slightly higher than sales of $53.7 million reported for the first quarter. Net sales for the first six months of fiscal 2003 were $107.9 million, up 12% from $96.6 million in the comparable year-ago period.

The semiconductor market generated about 75% of the Company's overall sales for the quarter compared to about 76% a year earlier, with sales up about 5% over the prior year. The microenvironments, microelectronics, and test, assembly and packaging product areas recorded improved sales, while lower sales were recorded for wafer shipper and container products. Sequentially, net sales for semiconductor market products declined 3% from the previous quarter and affected almost all product areas with the exception of the microenvironments product area, which also benefited from sales related to the WRC product line acquired from Asyst Technologies, Inc. in February 2003.

The Company's data storage market accounted for about 14% of net sales, about level with the second quarter a year ago. Sequentially, data storage product sales were 20% higher than in the first quarter.

Second quarter service business revenue, which accounted for about 7% of Entegris' overall sales, fell for the quarter compared to the year-ago quarter and this year's first quarter. This occurred largely due to decreased sales for equipment used to clean wafer and disk carrier and shipping products.

On a geographic basis, Entegris' total sales in North America were 43%, in Asia Pacific 28%, in Europe 15% and in Japan 14%. Year-over-year second quarter sales comparisons saw sales gains in Japan and Asia Pacific offset partly by lower sales in Europe. North America sales were flat compared to a year earlier. Sequentially, second quarter Asia Pacific sales improved compared to the first quarter—primarily on the strength of data storage sales. From the first quarter to the second quarter, sales in North America and Japan were essentially unchanged, while sales declined in Europe.

Overall, semiconductor industry conditions still remain difficult and somewhat tenuous. Equipment companies seem to be at best in a holding pattern, particularly in light of some of the most recent announcements from the largest equipment supplier in the industry. There also continues to be considerable risk related to geopolitical conditions and how this will impact the world economy and the Company's business. Accordingly, the Company's projection for next quarter is subject to more than normal uncertainty.

The Company estimates that sales for its third quarter will increase by 10-15% from second quarter 2003 levels. Much of the increase is related to the Company's two recent acquisitions. However, in the process of integrating the new WRC manufacturing line in the third quarter, the Company expects to experience some reduced shipping volume as it goes through the transition. Also, the Company notes that WRC product sales are driven by capital spending levels and therefore are more volatile than unit driven products.

Gross profit Gross profit in the second quarter of fiscal 2003 improved 33% to $22.6 million, compared to $16.9 million reported in the second quarter of fiscal 2002. For the first six months of fiscal 2003, gross profit was $44.4 million, up 38% from $32.1 million recorded in the first six months of fiscal 2002. As a percentage of net sales, gross margins for the second quarter and first six months of the fiscal year were 41.7% and 41.2%, respectively, compared to 33.4% and 33.3%, respectively, in the comparable periods a year ago.

Gross margin and gross profit gains were reported by both domestic and international operations. The improvements in fiscal 2003 figures were primarily the result of the increased sales levels noted above, which resulted in higher production levels, and the benefits of the Company's cost reduction and manufacturing efficiency actions associated with facility consolidations initiated over the past 18 months, investments in automation and the creation of manufacturing centers focused on the production of products with similar requirements in order to maximize the utilization of the Company's facilities.

As discussed above, management anticipates sales levels to improve by 10-15% in the third quarter. With the corresponding increase in factory utilization, the Company anticipates modest gross margin improvement for the quarter.

Selling, general and administrative expenses Selling, general and administrative (SG&A) expenses increased 13% to $19.8 million in the second quarter of fiscal 2003 from $17.6 in the second quarter of fiscal 2002. SG&A expenses for the second quarter were up 5% from the first quarter of fiscal 2003. On a year-to-year basis, SG&A expenses rose by 10% to $38.8 million compared to $35.2 million a year earlier. On a year-to-date basis, SG&A costs, as a percent of net sales, decreased to 35.9% from 36.5% a year ago. This decline reflects the higher SG&A costs being more than offset by the Company's increase in net sales.

The year-to-year increase in SG&A expenses is primarily due to the higher sales commissions and bonus accruals. In addition, fiscal 2003's second quarter includes amortization and other additional costs associated with the Company's two recent acquisitions, and severance of the Company's distribution relationship in Japan. Also, the first quarter of fiscal 2002 included the benefit of reversals of profit-sharing accruals made in earlier quarters when the Company generated net earnings, which were ultimately not paid.

Looking forward, the Company expects that SG&A expenses will increase about $1 million next quarter in connection with increased amortization expenses related to the second quarters' acquisitions. Also, SG&A expenses will generally increase as sales and profitability improve, and higher sales commissions, profit sharing and charitable donation accruals are recorded.

Nonrecurring charges During the first quarter of fiscal 2003, the Company recorded a pre-tax charge of $1.8 million related to the relocation of its Upland, California operations and certain workforce reductions. The charge included $0.9 million in termination costs related to a workforce reduction of approximately 75 employees, $0.4 million for estimated losses for asset impairment and $0.5 million for future lease commitments on the Upland facility. As expected, the Company closed the Upland plant in the second quarter, with the majority of the facility's equipment sold, disposed of, or moved to Chaska, Minnesota by the end of February 2003. As of March 1, 2003, future cash outlays of $0.9 million remained outstanding in connection with the aforementioned charge, and are primarily related to severance payments of $0.4 million, which run through May 2004, and lease commitments of $0.5 million, which run through July 2005.

In the first quarter of 2002, the Company's results included a nonrecurring charge of $4.0 million in connection with the closures of the Company's Chanhassen, Minnesota and one of its Chaska, Minnesota plants. The charge included $1.5 million in termination costs related to a workforce reduction of 230 employees and $2.3 million for estimated losses for asset impairment.

Engineering, research and development expenses (ER&D) ER&D expenses declined 5% to $4.2 million, or 7.8% of net sales, in the second quarter of fiscal 2003 as compared to $4.4 million, or 8.8% of net sales, for the same period in fiscal 2002. ER&D expenses decreased 2% to $8.3 million, or 7.7% of net sales, in the first six months of fiscal 2003 as compared to $8.5 million, or 8.8% of net sales, a year-ago period, mainly reflecting higher net sales. The Company's ER&D activities continue to focus on the support of current product lines, and the development of new products and manufacturing technologies. The Company expects a slight increase in ER&D expenses for the remainder of fiscal 2003 due to the addition of employees hired in connection with the Company's acquisition of Asyst Technologies, Inc.'s WRC product lines.

Interest income, net Net interest income was $20 thousand in the second quarter of fiscal 2003 compared to $0.4 million in the year-ago period. Net interest income was $0.3 million in the first half of fiscal 2003 compared to $0.8 million for the same period in fiscal 2002. The change reflects the significantly lower rates of interest currently available on the Company's investments in short-term debt securities compared to the year-ago period.

Other expense (income), net Other expense was nominal in the second quarter of fiscal 2003 compared to other income of $1.5 million a year ago. Other expense was $4.8 million in the first half of fiscal 2003 compared to other income of $1.7 million in the first half of fiscal 2002.

Other expense in the first quarter of fiscal 2003 included an impairment loss of $4.5 million, or $3.3 million after tax, related to the write-down of the Company's equity investment in Metron Technology N.V. common stock. The Company, a founding shareholder of Metron, owns about 1.6 million shares of Metron common stock. Prior to the impairment charge, the Company's investment in Metron Technology N.V. common stock had a carrying value of $7.6 million. At November 30, 2002, the fair value of the investment was $3.1 million, based on a price of $2.00 per share, the closing price of Metron at the end of the first quarter. The decline in fair value was determined to be other-than-temporary. Accordingly, an impairment loss of $4.5 million was recorded and the investment in Metron common stock written down to a new carrying value of $3.1 million. At March 1, 2003, the Company's investment in Metron Technology N.V. common stock had a fair value of $2.0 million. If the decline in fair value is determined to be other-than-temporary, an impairment loss will be recorded and the investment in Metron common stock written down to a new cost basis.

Other expense in the first quarter of fiscal 2003 also included $0.3 million of foreign currency losses. Other income in fiscal 2002 included $1.5 million of foreign currency gains, with about $0.7 million associated with the realization of translation gains from the Company's liquidated Korean entity.

Income tax benefit expense The Company recorded an income tax benefit of $2.2 million for the second quarter of fiscal 2003 compared to an income tax benefit of $1.2 million in the second quarter a year ago. For the first half of fiscal 2003, the Company booked an income tax benefit of $4.0 million compared to an income tax benefit of $4.9 million in the first six months of fiscal 2002.

The effective year-to-date tax rate was 45.3% in fiscal 2003, compared to 38.0% for the first half of fiscal 2002. Excluding the tax effect from the impairment loss recorded on the Company's investment in Metron stock, the effective tax rate was about 65%. The difference between 65% and the U.S. statutory tax rate of 35% is primarily due to lower taxes on foreign operations, a tax benefit associated with export activities, and a tax credit associated with R&D activities. Tax calculations at fairly low profitability levels are complex and sensitive to estimates of annual levels of profitability. Therefore, it is possible that there will be volatility in the Company's effective tax rate during the remainder of the fiscal year.

Equity in net loss of affiliates The Company's equity in the net loss of affiliates was $0.1 million in both the second quarter and first half of fiscal 2003 and represents the Company's share of losses in entities accounted for under the equity method of accounting. No equity in the net earnings of affiliates was recorded in fiscal 2002 as the Company did not account for any entities under the equity method of accounting during that period.

Minority interest The Company recorded no minority interest for the three-month and six-month periods ended March 1, 2003 as all of its consolidated subsidiaries are presently 100%-owned. For the second quarter and first half of fiscal 2002, the minority interest in subsidiaries' net loss was $0.7 million and $0.8 million, respectively, reflecting net operating losses of the Company's formerly 51%-owned Japanese subsidiaries, which became 100%-owned in February 2002.

Net income(loss) The Company recorded net income of $0.6 million, or $0.01 per diluted share, in the second quarter of fiscal 2003, compared to a net loss of $1.4 million, or $0.02 per diluted share, in the year-ago period. For the first six months of fiscal 2003, Entegris recorded a net loss of $5.0 million, or $0.07 per diluted share, compared to a net loss of $7.3 million, or $0.10 per diluted share, in the comparable period a year earlier.

Liquidity and Capital Resources

Operating activities Cash flow provided by operating activities totaled $17.3 million in the first half of fiscal 2003, with $10.9 million generated in the second quarter. The Company's net loss of $5.0 million for the first six months of 2003 was more than offset by noncash charges, including depreciation and amortization of $13.6 million and the impairment loss of $4.5 million on the Company's investment in Metron Technology. In addition, the Company's operating cash flows benefited from the collection of refundable income taxes. Other changes to working capital accounts were relatively minor for the Company. Working capital at March 1, 2003 stood at $142.8 million, including $102.6 million in cash, cash equivalents and short-term investments.

Investing activities. Cash flow used in investing activities totaled $32.0 million in the first half of fiscal 2003. Acquisition of property and equipment totaled $5.8 million, primarily for additions of manufacturing, computer and laboratory equipment. The Company expects capital expenditures will be in the range of $15 to $20 million during fiscal 2003, consisting mainly of spending on manufacturing equipment, tooling and information systems. The Company also invested $1.8 million in equipment expected to be contributed to a joint venture in exchange for an equity interest in the entity.

During the second quarter of fiscal 2003, the company made two cash acquisitions totaling $43.5 million. In January 2003, the Company purchased the assets of Electrol Specialties Company (ESC), a market leader in Clean-In-Place technology. In February 2003, the Company purchased the Wafer and Reticle Carrier product lines of Asyst Technologies, Inc. Each of the above transactions was accounted for by the purchase method. Accordingly, the Company's consolidated financial statements include the net assets and results of operations from the dates of acquisition. The Company is in the process of reviewing and finalizing valuations of the tangible and intangible assets acquired in these acquisitions.

The Company had maturities, net of purchases, of short-term investments of $20.1 million during the quarter. Short-term investments stood at $24.6 million at March 1, 2003.

Financing activities Cash provided by financing activities totaled $17.8 million during the first half of fiscal 2003. The company made payments of $1.7 million on borrowings, while proceeds from short-term borrowings were $17.5 million. The Company received $1.9 million in proceeds in connection with common shares issued under the Company's stock option and stock purchase plans.

As of March 1, 2003, the Company's sources of available funds comprised $102.6 million in cash, cash equivalents, short-term investments plus various credit facilities. Entegris has unsecured revolving commitments with two commercial banks with aggregate borrowing capacity of $40 million, with $14.0 million in borrowings outstanding at March 1, 2003 and lines of credit with seven international banks that provide for borrowings of currencies for the Company's overseas subsidiaries, equivalent to an aggregate of approximately $11 million. Borrowings outstanding on these lines of credit were approximately $8.5 million at March 1, 2003. In addition, the Company's overseas subsidiaries had other short-term borrowings under informal arrangements totaling $4.5 million at March 1, 2003

At March 1, 2003, the Company's shareholders' equity stood at $320.7 million. Book value per share was $4.48, down from $4.53 per share at the end of fiscal 2002. The Company's net loss for the six months ended March 1, 2003 accounted for the decrease, offset partly by proceeds from the issuance of common shares under the Company's stock option and stock purchase plans.

The Company believes that its cash and cash equivalents, cash flow from operations and available credit facilities will be sufficient to meet its working capital and investment requirements for the next 12 months. However, future growth, including potential acquisitions, may require additional funding, and from time to time the Company may need to raise capital through additional equity or debt financing. There can be no assurance that any such financing would be available on commercially acceptable terms.

Recently Issued Accounting Pronouncements

In October 2001, the FASB issued Statement of Financial Accounting Standards (SFAS) No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*, which addresses financial accounting and reporting for the impairment or disposal of long-lived assets. While SFAS No. 144 supersedes SFAS No. 121, it retains many of the fundamental provisions of that Statement. SFAS No. 144 became effective for the Company during the first quarter of the fiscal year ending August 30, 2003. Adoption did not have an impact on the Company's results of operations or financial position.

In June 2002, the FASB issued SFAS No. 146, *Accounting for Costs Associated with Exit or Disposal Activities,"* which addresses accounting for restructuring and similar costs. SFAS No. 146 supercedes previous accounting guidance and is required for restructuring activities initiated after December 31, 2002. SFAS No. 146 requires the recognition of the liability for costs associated with exit or disposal activities as incurred, whereas previous guidance required that a liability be recorded when the Company committed to an exit plan. Accordingly, the accounting treatment of any exit or disposal activities initiated by the Company after December 31, 2002 may differ from the treatment used by the Company for previous exit or disposal activities, particularly as relates to the timing and disclosure of certain costs associated with such activities.

In November 2002, the FASB issued FASB Interpretation No. 45 ("FIN 45"), *Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others*. FIN 45 requires that a liability be recorded in the guarantor's balance sheet upon issuance of a guarantee. In addition, FIN 45 requires disclosures about the guarantees that an entity has issued, including a rollforward of the Company's product warranty liabilities. The Company will apply the recognition provisions of FIN 45 prospectively to guarantees issued after December 31, 2002. The disclosure provisions of FIN 45 are effective for financial statements for the second quarter of the Company's fiscal year 2003. The Company does not expect the adoption of FIN 45 to have a material effect on its consolidated financial position and results of operations.

In December 2002, the FASB issued SFAS No. 148, "Accounting for Stock-Based Compensation, transition and Disclosure." SFAS No. 148 provides alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. SFAS No. 148 also requires that disclosures of the pro forma effect of using the fair value method of accounting for stock-based employee compensation be displayed more prominently and in a tabular format. Additionally, SFAS No. 148 requires disclosure of the pro forma effect in interim financial statements. The transition and annual disclosure requirements of SFAS No. 148 are effective for the Company's fiscal 2003. The interim disclosure requirements are effective for the Company's third quarter of fiscal 2003. Entegris does not expect SFAS No. 148 to have a material effect on its results of operations or financial condition.

Cautionary Statements This report contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements may include forward-looking statements which reflect the Company's current views with respect to future events and financial performance. The words "believe," "expect," "anticipate," "intends," "estimate," "forecast," "project," "should" and similar expressions are intended to identify "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. All forecasts and projections in this document are "forward-looking statements," and are based on management's current expectations of the Company's near-term results, based on current information available pertaining to the Company, including the risk factors identified in the Company's Annual Report on Form 10-K for the fiscal year ended August 31, 2002. Among these risks and uncertainties are general economic conditions, the volatile and cyclical nature of the semiconductor industry, the risks associated with political and global market instability, including the impact of war, the ability of the Company to develop and protect its intellectual property, the risks associated with the acceptance of new products and services and the successful integration of acquisitions. Other factors could also cause the Company's results to differ materially from those contained in its forward-looking statements.

Item 3: Quantitative and Qualitative Disclosures About Market Risk

Entegris's principal market risks are sensitivities to interest rates and foreign currency exchange rates. The Company's current exposure to interest rate fluctuations is not significant. Most of its outstanding debt at August 31, 2002 carried fixed rates of interest. The Company's cash equivalents and short-term investments are debt instruments with maturities of 12 months or less. A 10% change in interest rates would potentially increase or decrease net income by approximately $1.0 million annually.

The Company uses derivative financial instruments to manage foreign currency exchange rate risk associated with the sale of products in currencies other than the U.S. dollar. At March 1, 2003, the company was party to forward contracts to deliver Japanese yen with notional value of approximately $3.2 million. The cash flows and earnings of foreign-based operations are also subject to fluctuations in foreign exchange rates. A hypothetical 10% change in the foreign currency exchange rates would potentially increase or decrease net income by approximately $1 million.

The Company's investment in Metron common stock is accounted for as an available-for-sale security. The company is exposed to fluctuations in the price of Metron stock. At March 1, 2003, the Company's investment in Metron Technology N.V. common stock had a carrying value of $3.1 million with a fair value of $2.0 million. A 25% adverse change in Metron's per share price would result in an approximate $0.5 million decrease in the fair value of the Company's investment as of March 1, 2003. If the decline in fair value is determined to be other-than-temporary, an impairment loss will be recorded and the investment in Metron common stock written down to a new cost basis.

Item 4: Controls and Procedures

The Company's principal executive officer and principal financial officer have evaluated the effectiveness of the Company's "disclosure controls and procedures," as such term is defined in Rule 13a-14(c) of the Securities Exchange Act of 1934, as amended, within 90 days of the filing date of this Quarterly Report on Form 10-Q. Based upon their evaluation, the principal executive officer and principal financial officer concluded that the Company's disclosure controls and procedures are effective. There were no significant changes in the Company's internal controls or in other factors that could significantly affect these controls, since the date the controls were evaluated.

PART II

OTHER INFORMATION

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

The Entegris, Inc. Annual Meeting of Shareholders was held on January 23, 2003. There were 71,245,336 outstanding shares of common stock on the record date for the Annual Meeting. 66,858,858, or 93.84%, of the outstanding shares were represented in person or by proxy at the meeting. The three candidates for election as Class III directors listed in the proxy statement were elected to serve three-year terms, expiring at the 2006 Annual Meeting of Shareholders. The results of the vote of shareholders are shown below.

	Number of Shares	
	In Favor	Withheld
Election of Class II Directors:		
James A. Bernards	63,846,291	3,012,567
James E. Dauwalter	64,239,305	2,619,553
Stan Geyer	54,790,835	12,068,023

ITEM 6. Exhibits and Reports on Form 8-K

(a) Exhibits:

2.1 *	Asset Purchase Agreement of the Wafer and Reticle Carrier Business of Asyst Technologies, Inc. by Entegris, Inc. and Entegris Cayman Ltd. entered into as of February 11, 2003
10.1 *	Patent Assignment and Cross-License and Trademark License Agreement entered into as of February 11, 2003 by and between Entegris, Inc., Entegris Cayman Ltd., and Asyst Technologies, Inc.
10.2	Credit Agreement dated as of November 30, 1999 among Entegris, Inc. and Norwest Bank Minnesota, N.A. and Harris Trust and Savings Bank
10.3	First Amendment to Credit Agreement dated October 2000, effective as of August 31, 2000, among Entegris, Inc. and Norwest Bank Minnesota, N.A. and Harris Trust and Savings Bank
10.4	Second Amendment to Credit Agreement dated as of March 1, 2002, among Entegris, Inc. and Norwest Bank Minnesota, N.A. and Harris Trust and Savings Bank
10.5	Consent and Amendment Agreement dated as of February 7, 2003 among Entegris, Inc. and Norwest Bank Minnesota, N.A. and Harris Trust and Savings Bank
10.6	Fourth Amedment dated as of February 26, 2003 among Entegris, Inc. and Norwest Bank Minnesota, N.A. and Harris Trust and Savings Bank
99.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.3	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
99.4	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*	Confidential information has been omitted from these exhibits and filed separately with the SEC accompanied by a confidential treatment request pursuant to Rule 24b-2 under the Securities Exchange Act of 1934.

(b) Reports on Form 8-K

A report on Form 8-K was filed on February 26, 2003 in connection with the February 11, 2003 purchase of the wafer and reticle carrier ("WRC") product lines from Asyst Technologies, Inc. (Asyst). The purchase was accomplished pursuant to an Asset Purchase Agreement ("the Agreement"), dated as of February 11, 2003, among Entegris Cayman Ltd., a wholly-owned subsidiary of Entegris, and Entegris (collectively, "Entegris") and Asyst. Under the terms of the agreement, Entegris paid Asyst $38.75 million for the tangible assets associated with the WRC product lines and the patents and trademarks listed in the Patent Assignment and Cross-License and Trademark License Agreement entered into in connection with the sale. Entegris has licensed other patents, trademarks and intellectual property related to the WRC business from Asyst, and will pay royalties to Asyst based on net revenues generated by Entegris through the sale of certain semiconductor wafer handling products for a period of five years.

CONFORMED COPY

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 thereunto duly authorized.

ENTEGRIS, INC.

Date: April 15, 2003

/s/ JAMES E. DAUWALTER

James E. Dauwalter
President and Chief Executive Officer

Date: April 15, 2003

/s/ JOHN D. VILLAS

John D. Villas
Chief Financial Officer

Exhibit 2.1

PATENT ASSIGNMENT AND CROSS-LICENSE AND

TRADEMARK LICENSE AGREEMENT

This Patent Assignment and Cross-License and Trademark License Agreement ("Agreement") is entered into as of February 11, 2003 ("Effective Date") by and between the Parties,

Entegris, Inc., a Minnesota corporation having corporate offices at 3500 Lyman Boulevard, Chaska, Minnesota 55318 ("Entegris"), and

Entegris Cayman Ltd., a Cayman Island corporation and wholly-owned subsidiary of Entegris, Inc. ("Entegris Cayman"), and

Asyst Technologies, Inc., a California corporation having a principal place of business at 48761 Kato Road, Fremont, California 94538 ("Asyst").

WHEREAS, Asyst is the owner of patents relating to wafer and/or reticle containers, including SMIF Pods and Front Opening Unified Pods ("FOUPs"), load ports for interfacing with wafer and/or reticle containers ("Ports"), material handling systems for transporting, storing, delivering and loading SMIF Pods, FOUPs and individual wafers, and systems used to track, identify, manage, control and route lots, carriers, wafers and/or reticles during the manufacture of semiconductor devices ("Tracking Systems").

WHEREAS, Entegris and Entegris Cayman are the owners of patents relating to wafer and/or reticle carriers and containers, Ports, and/or Tracking Systems.

WHEREAS, Entegris, Entegris Cayman, and Asyst are parties to that certain Asset Purchase Agreement, dated as of February 11, 2003 (the "Asset Purchase Agreement") under which the Parties have agreed to transfer and to license certain patents relating to wafer and/or reticle containers, Ports, material handling systems and/or Tracking Systems.

In consideration of the above, Entegris, Entegris Cayman, and Asyst agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "**Pod and Carrier Patents"** means United States and foreign patents issued on or before the [*] anniversary of the Effective Date having claims directed to sealable, transportable containers, wafer and/or reticle carriers and containers, or components of wafer and/or reticle carriers and containers, including, but not limited to, the patents identified in Exhibit I to this Agreement. By way of example, components of wafer and/or reticle carriers and containers may include, without limitation, purging components, valves, manifolds, filters, cartridges, sensors embedded in or residing in the interior of wafer and/or reticle carriers and containers, and vapor drains. Pod and Carrier Patents do not include Combined Pod and Port Patents, Environmental Control Patents, MHS Patents, or AutoID/Lot Tracking Patents as defined below.

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

1.2 **"Combined Pod and Port Patents"** means United States and foreign patents issued on or before the [*] anniversary of the Effective Date having claims directed to (a) the combined structure of a wafer or reticle container and a Port or (b) the operation of a wafer or reticle container and a Port, including, but not limited to, the patents identified in Exhibit II to this Agreement.

1.3 **"Port Patents"** means United States and foreign patents issued on or before the [*] anniversary of the Effective Date having claims directed to the structure and/or operation of a Port.

1.4 **"MHS Patents"** means United States and foreign patents issued on or before the [*] anniversary of the Effective Date having claims directed to the structure and/or operation of a material handling system for transporting, storing, delivering and/or loading wafer and/or reticle containers or individual wafers in the manufacture of semiconductor devices, or components of such a system.

1.5 **"Environmental Control Patents"** means United States and foreign patents issued on or before the [*] anniversary of the Effective Date having claims directed to environmental control features of Ports for controlling the environment inside of wafer and/or reticle containers, including purging systems, including, but not limited to, the patents identified in Exhibit III to this Agreement; provided, however, that Environmental Control Patents do not include patents with claims principally directed to environmental control features within wafer and/or reticle containers.

1.6 **"AutoID/Lot Tracking Patents"** means United States and foreign patents issued on or before the [*] anniversary of the Effective Date having claims principally directed to systems or components of systems used to track, identify, manage, control and route lots, carriers, wafers and/or reticles during the manufacture of semiconductors or semiconductor wafers, including, but not limited to, the patents identified in Exhibit IV to this Agreement.

1.7 "**Licensed Patents**" means Pod and Carrier Patents, Port Patents, Combined Pod and Port Patents, MHS Patents, Environmental Control Patents, and AutoID/Lot Tracking Patents.

1.8 "**Exclusive Rights Patents**" means the Patents and Applications identified in Schedules 1b and 1c of Exhibit I to this Agreement and all foreign equivalents and counterparts, divisions, continuations, continuations-in-part, reexaminations, and reissues of such Patents and Applications.

1.9 "**Acquired Products**" means sealable transportable containers made primarily of plastic, wafer and/or reticle carriers and containers specifically adapted for use in the manufacture, storage, transport of semiconductor wafers and plastic flat panel carriers and containers specifically adapted for use in the manufacture, storage, and transport of flat panel displays.

1.10 **"Reticle Pod"** means containers for holding reticles comprising a base, a machine operable latch mechanism, a top cover, and a seal . Reticle Pod does not include containers used solely for shipment of reticles between facilities.

1.11 "**Non-Plastic Flat Panel Display Products**" means non-plastic carriers and containers specifically adapted for use in the manufacture, storage and transport of flat panel displays.

1.12 "**Licensed Trademarks**" means the marks ASYST®, ∧S Y S T ®, and ∧®.

1.13 **"Subsidiaries**" means any corporation, company or other legal entity, in which more than fifty percent (50%) of the shares entitled to vote for the election of directors or persons performing similar functions are, now or hereafter, owned or controlled, directly or indirectly by a Party hereto, or jointly by the Parties hereto; provided, however, that any corporation, company or other legal entity shall be a Subsidiary only for as long as such ownership or control exists.

1.14 **"Third Party"** means any person or entity other than Asyst, Entegris, Entegris Cayman, Asyst's Subsidiaries, and Entegris' Subsidiaries.

Unless otherwise defined herein all capitalized terms shall have the same meaning and effect as set forth in the Asset Purchase Agreement.

ARTICLE 2

PATENT ASSIGNMENT AND LICENSE GRANTS

2.1 Asyst hereby sells, assigns, transfers and otherwise conveys to Entegris Cayman the entire right, title and interest in and to the specific Patents and Applications identified in Exhibit I and any foreign counterparts, and all other patents or applications that now or in the future claim priority to any Patent or Application identified in Exhibit I.

2.1.1 Asyst shall execute assignments in the form of Exhibit V to this Agreement and Asyst shall execute any and all other documents necessary and sufficient to permit Entegris Cayman to effect the transfer of all right, title and interest in the Patents of Exhibit I to Entegris Cayman and to record the assignment of the Patents or Applications identified in Exhibit I to Entegris Cayman in the United States Patent and Trademark Office and in the Patent Offices of other relevant jurisdictions.

2.1.2 Notwithstanding the provisions of Articles 2.1 and 2.1.1, Asyst shall sell, assign, transfer and otherwise convey only Asyst's undivided fifty percent ownership of the right, title and interest in Application USSN 10/161,436 identified in Schedule 1c of Exhibit I.

2.2 Entegris and Entegris Cayman grant to Asyst and Asyst's Subsidiaries a [*] (except as provided in Article 7.2) license, including the right to grant sublicenses, under all Exclusive Rights Patents owned or licensable by Entegris Cayman or Entegris to make, have

made, use, sell, offer to sell, import, export, and otherwise dispose of, [*], all products except Acquired Products.

2.2.1 Asyst, [*] for all products except Acquired Products, shall have the power to institute and prosecute, at Asyst's own expense, suits for infringement of the Exclusive Rights Patents by any products except Acquired Products, and, if required by law, Entegris Cayman and/or Entegris will join as party plaintiff in such suits.

2.2.2 All expenses in such suits, including Entegris Cayman's and Entegris' attorneys' fees, will be paid entirely by Asyst.

2.2.3 Asyst shall have the [*] right to collect all damages, profits and awards of any nature resulting from such suits.

2.2.4 Asyst is empowered to settle any claim or suit for infringement of the Exclusive Rights Patents by any products except Acquired Products by granting the infringing party a sublicense.

2.2.5 Asyst, Entegris Cayman and Entegris shall reasonably assist and cooperate with one another with regard to litigation procedures such as producing documents, making inventors available for deposition, and providing information at the other's reasonable request.

2.3 Asyst grants to Entegris Cayman a [*] (except as provided in Article 7.2) license, including the right to grant sublicenses, under all Combined Pod and Port Patents owned or licensable by Asyst to make, have made, use, sell, offer to sell, import, export, and otherwise dispose of, [*], Acquired Products.

2.3.1 Entegris Cayman, [*] for Acquired Products, shall have the power to institute and prosecute, at Entegris Cayman's own expense, suits for infringement of the Combined Pod and Port Patents by Acquired Products, and, if required by law, Asyst will join as party plaintiff in such suits.

2.3.2 All expenses in such suits, including Asyst's attorneys' fees, will be paid entirely by Entegris Cayman.

2.3.3 Entegris Cayman shall have the [*] right to collect all damages, profits and awards of any nature resulting from such suits.

2.3.4 Entegris Cayman is empowered to settle any claim or suit for infringement of the Combined Pod and Port Patents by Acquired Products by granting the infringing party a sublicense.

2.3.5 Asyst, Entegris Cayman, and Entegris shall reasonably assist and cooperate with one another with regard to litigation procedures such as producing documents, making inventors available for deposition, and providing information at the other's reasonable request.

2.4 Entegris Cayman and Entegris grant to Asyst and Asyst's Subsidiaries a [*] (except as provided in Article 7.2) license under Pod and Carrier Patents owned or licensable by Entegris Cayman or Entegris to (a) conduct development, research, testing, or demonstration of Acquired Products, provided that Asyst does not transfer Acquired Products to third parties for purposes other than development, research, testing, or demonstration, and (b) to make, have made, use, sell, offer to sell, import, export, and otherwise dispose of, [*], Non-Plastic Flat Panel Display Products.

2.5 Entegris Cayman and Entegris grant to Asyst and Asyst's Subsidiaries a [*] (except as provided in Article 7.2) license under all Port Patents, MHS Patents, Environmental Control Patents, and AutoID/Lot Tracking Patents owned or licensable by Entegris Cayman or Entegris to make, have made, use, sell, offer to sell, import, export, and otherwise dispose of, [*], all products except Acquired Products.

2.6 Asyst grants to Entegris Cayman a [*] (except as provided in Article 7.2) license under Pod and Carrier Patents, MHS Patents, Environmental Control Patents, and AutoID/Lot Tracking Patents owned or licensable by Asyst to make, have made, use, sell, offer to sell, import, export, and otherwise dispose of, [*], Acquired Products.

2.7 The licenses granted in this Article 2 shall extend for the life of the Licensed Patents and the Exclusive Rights Patents.

2.8 The rights and licenses granted under Articles 2.4, 2.5, and 2.6 of this Agreement exclude the right to grant sublicenses.

2.9 No right or license is granted by Asyst to Entegris Cayman or Entegris or by Entegris Cayman or Entegris to Asyst under this Agreement, by implication or by estoppel, or otherwise to any patents, inventions, patent application, know-how, technology, trademark, copyright, trade secret, or other property right, other than the rights and licenses expressly granted in Article 2 of this Agreement.

ARTICLE 3

WARRANTIES

3.1 Asyst represents and warrants that Asyst has the full right, power, and authority to enter into and perform its obligations under this Agreement and grant to Entegris Cayman and Entegris the licenses and other rights as set forth herein, and there are no outstanding agreements, grants, licenses, encumbrances, liens, or agreements, either written or implied, inconsistent therewith or pursuant to which this Agreement or the parties' performance hereunder would violate, breach, or cause a default.

3.2 The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions on the part of Asyst.

3.3 Entegris Cayman represents and warrants that Entegris Cayman has the full right, power, and authority to enter into and perform Entegris Cayman's obligations under this Agreement, and there are no outstanding agreements, grants, licenses, encumbrances, liens, or agreements, either written or implied, inconsistent therewith or pursuant to which this Agreement or the parties' performance hereunder would violate, breach, or cause a default.

3.4 The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions on the part of Entegris Cayman.

3.5 Entegris represents and warrants that Entegris has the full right, power, and authority to enter into and perform Entegris's obligations under this Agreement, and there are no outstanding agreements, grants, licenses, encumbrances, liens, or agreements, either written or implied, inconsistent therewith or pursuant to which this Agreement or the parties' performance hereunder would violate, breach, or cause a default.

3.6 The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions on the part of Entegris.

3.7 DISCLAIMER OF WARRANTIES. Except as expressly set forth herein, EACH PARTY EXPRESSLY DISCLAIMS, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF INFORMED OF SUCH PURPOSE), NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES, IN ALL CASES WITH RESPECT THERETO.

3.8 Nothing in this Agreement shall be construed as:

3.8.1 a representation or warranty by Asyst or Entegris Cayman or Entegris of the validity, enforceability or scope of any of the Licensed Patents; or

3.8.2 a requirement that Asyst or Entegris Cayman or Entegris shall file any patent application or secure any patent, except that Asyst will maintain all applications being transferred to Entegris Cayman until said files are physically transferred; or

3.8.3 a representation or warranty that any product made, used, sold, or otherwise disposed of by Asyst or Entegris Cayman or Entegris is free from infringement of patents of Third Parties.

3.9 Asyst agrees that if Asyst intends not to maintain any Licensed Patents owned by Asyst, Asyst will provide Entegris Cayman reasonable notice of at least 45 days of said intention not to pay said maintenance fees or annuities and Asyst will [*].

3.10 Asyst will not in the future disparage the patents of Exhibit I.

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

3.11 Entegris Cayman agrees that if Entegris Cayman intends not to maintain any Combined Pod and Port Patents, Port Patents, Environmental Control Patents, or Auto ID/Lot Tracking Patents owned by Entegris Cayman, Entegris Cayman will provide Asyst reasonable notice of at least 45 days of said intention not to pay said maintenance fees or annuities and Entegris Cayman [*].

3.12 Entegris agrees that if Entegris intends not to maintain any Combined Pod and Port Patents, Port Patents, Environmental Control Patents, or Auto ID/Lot Tracking Patents owned by Entegris, Entegris will provide Asyst reasonable notice of at least 45 days of said intention not to pay said maintenance fees or annuities and Entegris will [*] .

3.13 Asyst warrants that Asyst has disclosed to Entegris all other licenses and all pending litigation involving Pod and Carrier Patents, Combined Pod and Port Patents, Environmental Control Patents, and Auto ID/Lot Tracking Patents owned by Asyst.

3.14 Entegris warrants that Entegris has disclosed to Asyst all other licenses and all pending litigation involving Pod and Carrier Patents, Combined Pod and Port Patents, Environmental Control Patents, and Auto ID/Lot Tracking Patents owned by Entegris.

ARTICLE 4

ROYALTIES

4.1 See Exhibit VI.

4.2 Entegris hereby guarantees the payment of the royalties due by Entegris Cayman under this agreement.

ARTICLE 5

TRADEMARK LICENSE AGREEMENT

5.1 Asyst grants Entegris Cayman a [*] (except as provided in Article 7.2) license under the Licensed Trademarks to use the Licensed Trademarks in conjunction with marketing and selling Acquired Products.

5.1.1 Use of the Licensed Trademarks by Entegris Cayman shall inure to the benefit of Asyst.

5.1.2 Entegris Cayman shall use the Licensed Trademarks in a form which is in accordance with sound trademark practice so as not to weaken the value of the Licensed Trademarks.

5.1.3 Entegris Cayman shall not engage in any act or omission which may diminish or impair the goodwill or reputation associated with the Licensed Trademarks.

5.2 **Trademark Quality Control.**

5.2.1 In order to promote the goodwill symbolized by each of the Licensed Trademarks, Entegris Cayman will insure that the goods with which the Licensed Trademarks are associated are continuously of the same high quality as the goods marketed under the Licensed Trademarks by Asyst.

5.2.2 All uses of the Licensed Trademarks on Acquired Products and packaging for Acquired Products shall be approved by Asyst prior to use; provided, however, that such approval shall not be unreasonably withheld.

5.2.3 Upon reasonable notice from Asyst that the standards specified in Article 5.1 are not satisfied or discovery by Entegris Cayman or Entegris that the standards specified in Article 5.1 are not satisfied, Asyst shall have the right to inspect the Acquired Products manufactured by Entegris Cayman or Entegris, and the methods of manufacture of the Acquired Products on the premises of Entegris Cayman or Entegris, on the premises of third-party manufacturers, and elsewhere, as part of appropriate quality control.

5.2.4 Entegris Cayman shall, when requested by Asyst, make available to Asyst, at a time and place mutually agreed upon by Entegris Cayman and Asyst, a sample of each Acquired Product marketed by Entegris Cayman in association with the Licensed Trademarks at the time of such a request for the purpose of inspecting the Acquired Products.

5.2.5 Upon notice from Asyst or discovery by Entegris Cayman that the standards specified in Article 5.1 are not satisfied, Entegris Cayman shall, at Entegris Caymans' expense, promptly take any corrective action or destroy any Acquired Product or the packaging for any Acquired Product that does not satisfy the standards of Article 5.1.

5.2.6 In order to promote the goodwill symbolized by each of the Licensed Trademarks, Entegris will insure that the goods with which the Licensed Trademarks are associated are continuously of the same high quality as the goods marketed under the Licensed Trademarks by Asyst.

5.2.7 Entegris shall, when requested by Asyst, make available to Asyst, at a time and place mutually agreed upon by Entegris and Asyst, a sample of each Acquired Product marketed by Entegris in association with the Licensed Trademarks at the time of such a request for the purpose of inspecting the Acquired Products.

5.2.8 Upon notice from Asyst or discovery by Entegris that the standards specified in Article 5.1 are not satisfied, Entegris shall, at Entegris' expense, promptly take any corrective action or destroy any Acquired Product or the packaging for any Acquired Product that does not satisfy the standards of Article 5.1.

ARTICLE 6

ENTIRE AGREEMENT

6.1 This Agreement along with the Exhibits to this Agreement and the Asset Purchase Agreement constitute the entire agreement and understanding of Asyst, Entegris Cayman, and Entegris and supersedes all prior understandings and representations (oral or written) between the parties with respect to the subject matter hereof. Neither this Agreement nor any subsequent agreement amending, supplementing, or terminating this Agreement shall be binding on the parties unless and until it has been signed by duly authorized representatives of the Parties.

ARTICLE 7

MISCELLANEOUS

7.1 **Dispute Resolution.** The dispute resolution procedures of the Asset Purchase Agreement are applicable to all disputes arising under this Assignment.

7.2 **Transferability.**

7.2.1 Entegris shall not transfer this Agreement or the licenses and rights granted to Entegris under this Agreement to any third party, by agreement, assignment, merger, asset sale, consolidation, operation of law, or otherwise, without the prior written consent of Asyst; provided, however, that Entegris may transfer this Agreement to a successor in ownership of all or substantially all of the assets of Entegris, if the successor expressly assumes in writing Entegris' obligations under this Agreement.

7.2.2 Entegris Cayman shall not transfer (a) any of the patents and applications assigned from Asyst to Entegris Cayman, or (b) this Agreement, or (c) any licenses or rights granted to Entegris Cayman under this Agreement to any Third Party, by agreement, assignment, merger, asset sale, consolidation, operation of law, or otherwise, without the prior written consent of Asyst; provided, however, that Entegris Cayman may transfer (a) the patents and applications assigned from Asyst to Entegris Cayman, or (b) this Agreement, or (c) any licenses or rights granted to Entegris Cayman under this Agreement to Entegris or a Subsidiary of Entegris, if Entegris or the Subsidiary expressly assumes in writing Entegris Cayman's obligations under this Agreement.

7.2.3 Entegris shall not permit any Entegris Subsidiary to transfer (a) any of the patents and applications assigned from Asyst to Entegris Cayman, or (b) this Agreement, or (c) any licenses or rights granted to Entegris Cayman under this Agreement to any Third Party, by agreement, assignment, merger, asset sale, consolidation, operation of law, or otherwise, without the prior written consent of Asyst; provided, however, that Entegris Subsidiaries may transfer (a) the patents and applications assigned from Asyst to Entegris Cayman, or (b) this Agreement, or (c) any licenses or rights granted to under this Agreement to Entegris or a Subsidiary of Entegris, if Entegris or the Subsidiary expressly assumes in writing the obligations under this Agreement.

7.2.4 Asyst shall not transfer this Agreement or the licenses and rights granted to Asyst under this Agreement to any third party, by agreement, assignment, merger, asset sale, consolidation, operation of law, or otherwise, without the prior written consent of Entegris; provided, however, that Asyst may transfer this Agreement to a successor in ownership of all or substantially all of the assets of Asyst, if the successor expressly assumes in writing Asyst's obligations under this Agreement.

7.3 **Guarantee.** Entegris guarantees the performance and obligations of Entegris Cayman under this agreement.

7.4 **Confidentiality.** The terms of this Agreement are deemed confidential and shall not be disclosed to third parties or publicly unless authorized in writing by all parties; except upon written agreement of the parties or by operation of law or as required by SEC regulations. Any information disclosed to one of the parties during the transfer and licensing of the patents identified herein may be designated in writing by any party to be confidential and where there is such designation said information will not be publicly disclosed or disclosed to third parties except upon written agreement of the parties or by operation of law or as required by SEC regulations.

7.5 **No Strict Construction.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Unless the context clearly requires a different interpretation, words denoting the singular will include the plural and vice versa; words denoting any gender will include all genders; words denoting persons will include corporations, partnerships, joint ventures, proprietorships and other business entities.

7.6 **Choice of Law.** This Agreement shall be construed under, and interpreted in accordance with, the laws of the State of Minnesota.

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7.7 **Execution.** This Agreement may be executed in counterparts by the Parties, each of which shall be deemed an original, and which together shall constitute one and the same instrument, having the same force and effect as if a single original had been executed by all the Parties.

IN WITNESS THEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative.

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Dated: February 11, 2003

Asyst Technologies, Inc
By: /s/ Geoffrey Ribar
Name: Geoffrey Ribar
Title: Senior Vice President and Chief Financial Officer

Dated: February 11, 2003

Entegris Cayman Ltd.
By: /s/ John D. Villas
Name: John D. Villas
Title: Director

Dated: February 11, 2003

Entegris, Inc.
By: /s/ Michael Wright
Name: Michael Wright
Title: Chief Operating Officer

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Exhibit I

Schedule 1a

Patent Numbers	Title	Issue Date/Filing Date
4,739,882	Container Having Disposable Liner	April 26, 1988
4,815,912	Box Door Actuated Retainer • Corresponding Patents in EP, DE, JP	March 28, 1989
4,995,430	Sealable Transportable Container Latch Mechanism • Corresponding Patents in EP, DE, JP, SG, TW	February 26, 1991
5,469,963	Sealable Transportable Container Improved Liner • Corresponding Patent in TW	November 28, 1995
5,611,452	Sealable Transportable Container Improved Liner	March 18, 1997
6,042,651	Molecular Contamination Control System	March 28, 2000
6,216,873	SMIF Container Including a Reticle Support Structure • Foreign application pending in TW	April 17, 2001
6,221,163	Molecular Contamination Control System	April 24, 2001
6,223,396	Pivoting Side Handles	May 1, 2001
6,319,297	Modular SMIF Pod Breather, Adsorbent, and Purge Cartridges	November 20, 2001
6,368,411	Molecular Contamination Control System	April 9, 2002
6,398,032	SMIF Pod Including Independently Support Wafer Cassette • Foreign applications pending in EP, HK, JP, KR	June 4, 2002
6,513,654	SMIF Container Including an Electrostatic Dissipative Reticle Support Structure • Corresponding PCT Application pending	February 4, 2003

[*]

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Exhibit I, continued

Schedule 1b

Patent Numbers	Title	Issue Date
5,740,845	Sealable Transportable Container Having Breather Assembly	April 2, 1998
5,785,186	Substrate Housing and Docketing System • Corresponding Patents in EP, CN, AU, JP	July 28, 1998
5,810,062	Two Stage Valve for Charging and/or Vacuum Relief of Pods	September 22, 1998
5,823,361	Substrate Support Apparatus for a Substrate Housing	October 20, 1998
5,853,214	Aligner for a Substrate Carrier • Corresponding Patents in JP, DE, CN, AU	December 29, 1998
5,984,116	Substrate Support Apparatus for a Substrate Housing • Corresponding Patents in AU, CN, JP, DE	November 16, 1999
6,187,182	Filter Cartridge Assembly for a Gas Purging System (Joint Ownership with Entegris) • Corresponding Patent in TW • Foreign applications pending in CA, CN, EP, JP, KR	February 13, 2001

Schedule 1c

USSN 09/902,195	SMIF Container with Latch Lock Mechanism • Corresponding PCT Application pending	July 10, 2001

[*]

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Exhibit II

Patent Numbers	Title	Issue Date
4,674,939	Sealed Standard Interface Apparatus • Corresponding patents in EP, DE, JP, KR	June 23, 1987
5,169,272	Method and Apparatus for Transferring Articles Between Two Controlled Environments • Corresponding patents in EP, JP	December 8, 1992
5,370,491	Method and Apparatus for Transferring Articles Between Two Controlled Environments	December 6, 1994
5,547,328	Method and Apparatus for Transferring Articles Between Two Controlled Environments	August 20, 1996
5,834,915	Substrate Housing and Docking System	November 10, 1998
5,895,191	Sealable, Transportable Container Adapted for Horizontal Loading and Unloading	April 20, 1999

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Exhibit III

Patent Numbers	Title	Issue Date
4,724,874	Sealable Transportable Container Having a Particle Filtering System • Corresponding Patents in EP, DE, JP, SG	February 16, 1988
5,848,933	Docking and Environmental Purging System for Integrated Circuit Wafer Transport Assemblies	December 15, 1998
5,879,458	Molecular Contamination Control System • Corresponding Patent in SG • Foreign applications pending in EP, JP, KR	March 9, 1999
5,988,233	Evacuation-Driven SMIF Pod Purge System • Corresponding patents in EP, HK, JP, KR	November 23, 1999
6,056,026	Passively Activated Valve for Carrier Purging • Corresponding Patent in TW • Foreign applications pending in CN, EP, JP, KR	May 2, 2002
6,120,371	Docking and Environmental Purging System for Integrated Circuit Wafer Transport Assemblies	September 19, 2000
6,164,664	Kinematic Coupling Compatible Passive Interface Seal	December 26, 2000
6,368,411	Molecular Contamination Control System	April 9, 2002

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Exhibit IV

Patent Numbers	Title	Issue Date
4,827,110	Method and Apparatus for Monitoring the Location of Wafer Disks	May 2, 1989
4,833,306	Bar Code Remote Recognition System for Process Carriers of Wafer Disks • Corresponding Patents in CA, EP, DE, KR, TW	May 23, 1989
4,888,473	Wafer Disk Location Monitoring System and Tagged Process Carriers for Use Therewith	December 19, 1989
4,974,166	Processing Systems with Intelligent Article Tracking • Corresponding Patents in EP, DE, JP, KR, TW	November 27, 1990
5,097,421*	Intelligent Wafer Carrier • Corresponding Patents in EP, DE, JP, SG	March 17, 1992
5,166,884	Intelligent System for Processing and Storing Articles • Corresponding Patents in JP	November 24, 1992
5,339,074	Very Low Frequency Tracing System • Corresponding Patents in FR, DE, IT, JP, KR	August 16, 1994
5,831,738	Apparatus and Methods for Viewing Identification Marks on Semiconductor Wafers • Corresponding Patents in KR • Foreign application pending in JP	November 3, 1998
6,473,668	Intelligent Minienvironment	October 29, 2002

* Currently in litigation with Jenoptik

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Exhibit V

ASSIGNMENT

WHEREAS, Asyst Technologies, Inc., has rights and interest to a certain patents and patent applications described as follows:

WHEREAS, ENTEGRIS CAYMAN LTD. is desirous of acquiring any and all such interest in and to said patents and applications.

NOW, THEREFORE, Be It Known, that for good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the entire rights, title and interest of said above identified patents and applications, the inventions disclosed and claimed therein, and any renewals, continuations, divisionals, continuation-in-parts, reissues, extensions, substitutions, foreign or domestic counterparts thereof, including any and all rights to apply for and obtain patents therefore in all foreign countries, is hereby sold, assigned and transferred to ENTEGRIS CAYMAN LTD.

The undersigned agrees to sign such papers, testify orally and do other things at the expense of ENTEGRIS CAYMAN LTD. or its successors or assigns, as may be reasonably necessary for the purpose of obtaining and enforcing the patents.

Signed at this 11th day of February, 2003.

ASYST TECHNOLOGIES, INC.

By: /s/ GEOFFREY RIBAR

Printed Name: **Geoffrey Ribar**
Its: **Chief Financial Officer**

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Exhibit VI

ROYALTIES

Asyst shall be entitled to receive certain royalties on the Net Revenues (as defined below) as set forth below:

VI.2(a) The sum equal to [*]% of all Net Revenues generated in the semiconductor industry by Entegris, Entegris Cayman or Entegris' Subsidiaries during each year with respect to (i) [*] (iii) spare and replacement parts in respect of the products described in (i) and (ii) of this subsection VI.2(a), for a period of [*] after the Closing Date stated in the Asset Purchase Agreement; and

VI.2(b) a portion of all Net Revenues generated in the semiconductor industry by Entegris or Entegris' Subsidiaries during each year with respect to (i) 300mm FOUPs or wafer carriers or containers having substantially the same structure as a 300mm FOUP and used in production of semiconductors or wafers, (ii) the 300mm FOUPS purchased by Entegris from Asyst in the semiconductor industry; and (iii) spare and replacement parts in respect of the products described in (i) and (ii) of this subsection VI.2(b) for a period of [*] after the Closing Date as set forth below:

(i) The sum equal to [*]% of such Net Revenues up to $[*] million per annum;

(ii) [*]% of such Net Revenues between $[*] million and $[*] million per annum; and

(iii) [*]% of such Net Revenues over $[*] million per annum.

For purposes hereof, the 300mm FOUPS and wafer carriers or containers having substantially the same structure as a 300mm FOUP and used in production of semiconductors or wafers for which Asyst is entitled to the above royalties shall not include any of Entegris' current products or containers which are used to ship wafers between facilities. [*].

Notwithstanding the above, [*].

VI.2(c) The term "Net Revenues" shall mean the total sales price of the particular product(s) for which customers are billed or otherwise charged (including the lease or consignment of product) for by Entegris in the usual course of business during each fiscal year of Entegris, excluding: (i) revenues received from services related to the particular product(s) (including without limitation cleaning services); (ii) sales taxes, excise taxes and other taxes levied in respect of such sales; (iii) return sales; (iv) transportation and insurance costs incurred by Entegris with respect to such product(s). Royalties on products

discounted below [*]% of the average selling price of a product on a quarterly basis will be based upon [*]% of the average selling price of that product on a quarterly basis. Any out-of-payment-period credit adjustments for return sales or other bona fide price adjustments which exceed royalties payable for any period will be accrued and offset against royalties which accrue to Asyst in subsequent payment periods. With respect to product(s) leased or consigned by Entegris, or if the pricing of a royalty-bearing product hereunder is otherwise commingled with the pricing of other products and services of Entegris or a wholly-owned subsidiary of Entegris, then the price of the royalty-bearing products for the purposes of calculating royalties shall be equal to the average net sales price of all equivalent products sold by the Entegris for the fiscal quarter in question, without giving effect in the calculation of such average to any products given away or commingled with other goods and services; provided, however, that the bundling of multiple royalty-bearing products together without the commingling of non-royalty-bearing products or services is treated as a single aggregate sale and royalty is calculated based upon the aggregate sale price for such products (i.e. not the average net sales price of equivalent products).

VI.2(d) Entegris shall keep records, with respect to the sale of all the products subject to royalties under this Section V.2 and the selling prices thereof. Asyst shall at its own expense have a right, through an independent certified public accountant selected by Asyst, to examine and audit, not more than once each fiscal year, and during normal business hours and upon prior reasonable notice, all such records and accounts as may, under recognized accounting practices, contain information bearing upon the amount of royalty payment due to Asyst from Entegris under this Agreement.

If Asyst's calculation of royalties differs from Entegris' calculation, Asyst may, at its option, deliver a notice to Entegris disputing Entegris' calculation (a "Challenge Notice") at any time, but in no event more than ninety (90) days after the close of a calendar year with respect to royalties accrued during that calendar year. If a Challenge Notice is delivered to Entegris pursuant to the preceding sentence, Asyst and Entegris shall, during the thirty (30) days following such delivery, use all commercially reasonable efforts to reach agreement. If during such period Asyst and Entegris are unable to agree regarding the disputed calculation, Asyst and Entegris shall promptly thereafter select an Accounting Referee (as hereinafter defined) and cause such Accounting Referee to promptly review this Agreement, any related agreements, all such records and accounts as may, under recognized accounting practices, contain information bearing upon the amount of royalty payment due to Asyst from Entegris under this Agreement and the respective parties' disputed calculations. The Accounting Referee shall deliver to Asyst and Entegris as promptly as practicable a report setting forth the Accounting Referee's calculation. Such report shall be final and binding upon Asyst and Entegris. The cost of such report shall be borne by (i) Asyst if the Accounting

Referee's calculation changes royalties by less than [*] percent ([*])of the royalties stated in the disputed Royalty Statement(s); or (ii) the Entegris if the Accounting Referee's calculation changes royalties by greater than [*] percent ([*]%)of the royalties stated in the disputed Royalty Statement(s). The "Accounting Referee" shall mean a reputable firm of independent auditors of national standing other than the auditors of the Entegris, at or prior to the Closing Date. In any event, adjustment shall be made to compensate for any errors or omission disclosed by Accounting Referee's report.

VI.2(e) The thresholds for determining the amount of royalties to be paid hereunder shall be based on a calendar year. Royalties hereunder shall be remitted to Asyst quarterly for royalties accrued during each preceding quarter, based on Net Revenues to date for the current calendar year. The Net Revenue thresholds in Section VI.2(b) shall be prorated for partial years at the beginning and end of the royalty term.

VI.2(f) Within forty-five (45) days after the end of each fiscal quarter of Entegris, commencing upon the close of the first fiscal quarter after the Closing Date and continuing thereafter until all of the royalties payable hereunder shall have been reported and paid, Entegris shall furnish Asyst a statement signed by a duly authorized officer of Entegris showing all products subject to royalties which were sold during such quarter and the prices at which they were sold, and the amount of the royalty payable thereon (the "Royalty Statement"). If no products subject to royalty have been sold, that fact shall be set forth in such a statement. The royalties stated to be payable to Asyst in the Royalty Statement shall be paid within forty-five (45) days after the end of that quarter in which they accrue.

VI.2(g) A bonus royalty of [*] percent ([*]%) on revenues generated by Entegris and Entegris' Subsidiaries in excess of [*] from Entegris' current and future SMIF Pods and all royalty bearing products for combined calendar years 2003, 2004 and 2005. The maximum payment under this section shall not exceed [*]. For purposes hereof, Asyst shall be entitled to credit for Asyst and Entegris' respective sales for 2003 prior to the Effective Date for the products identified in Sections VI.2(a) and VI.2(b).

Exhibit 10.1

ASSET PURCHASE AGREEMENT

of the Wafer and Reticle Carrier Business

of

ASYST TECHNOLOGIES, INC.

by

ENTEGRIS, INC.
and
ENTEGRIS CAYMAN LTD.

February 11, 2003

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TABLE OF CONTENTS

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Disclosure Schedule

Schedule 1.2(a)	–	Leased Real Property
Schedule 1.2(b)	–	Machinery and Equipment
Schedule 1.2(c)	–	Inventory
Schedule 1.2(d)	–	Purchased Trade Rights
Schedule 1.2(e)	–	Contracts
Schedule 1.2(f)	–	Computer Software
Schedule 1.3(h)	–	MOLL Assets
Schedule 5.1(c)	–	Qualification
Schedule 5.1(d)	–	Subsidiaries
Schedule 5.1(f)	–	No Violation
Schedule 5.2	–	Business Financial Statements
Schedule 5.3	–	Tax Matters
Schedule 5.4	–	Inventory
Schedule 5.5	–	Absence of Certain Changes
Schedule 5.6	–	Absence of Undisclosed Liabilities
Schedule 5.7	–	Litigation
Schedule 5.8(a)	–	Compliance
Schedule 5.8(b)	–	Licenses and Permits
Schedule 5.8(c)	–	Environmental Matters
Schedule 5.9(a)	–	Marketable Title
Schedule 5.10	–	Insurance
Schedule 5.11(c)	–	Purchase Commitments
Schedule 5.11(d)	–	Sales Commitments
Schedule 5.11(e)	–	Contracts with Affiliates and Certain Others
Schedule 5.11(f)	–	Powers of Attorney
Schedule 5.11(g)	–	Collective Bargaining Agreements
Schedule 5.11(h)	–	Loan Agreements
Schedule 5.11(i)	–	Guarantees
Schedule 5.11(k)	–	Restrictive Agreements
Schedule 5.11(l)	–	Material Contracts
Schedule 5.12	–	Labor Matters
Schedule 5.13	–	Employee Benefit Plans
Schedule 5.14	–	Employment Compensation
Schedule 5.15	–	Trade Rights
Schedule 5.16(a)	–	Major Customers
Schedule 5.16(b)	–	Major Suppliers
Schedule 5.16(c)	–	Dealers and Distributors
Schedule 5.17	–	Product Warranty and Product Liability
Schedule 5.18(a)	–	Contracts w/Affiliates
Schedule 5.20	–	No Brokers or Finders of Company
Schedule 7.1	–	Affected and Key Employees
Schedule 8.4(a)	–	Exceptions to Assignment of Non-Compete
Schedule 8.8	–	Process for Resolution of Product Compatibility

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Exhibit Schedule

Exhibit A	Exhibit AForm of Patent Assignment and Cross-License and Trademark License Agreement
Exhibit B	Form of Transition Services Agreement
Exhibit C	**[Deleted]**
Exhibit D	Form of Legal Opinion by Cooley Godward, LLP
Exhibit E	Form of Legal Opinion by Dunkley, Bennett, Christensen & Madigan, P.A.
Exhibit F	Form of Escrow Agreement

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement") dated February 11, 2003, by and among ENTEGRIS CAYMAN LTD., a Cayman Island corporation and wholly-owned subsidiary of ENTEGRIS, INC., and ENTEGRIS, INC., a Minnesota corporation (collectively, the "Buyer") with their principal place of business located at 3500 Lyman Boulevard, Chaska, Minnesota 55318, and ASYST TECHNOLOGIES, INC., a California corporation ("Company") with its principal place of business located at 48761 Kato Road, Fremont California 94538.

RECITALS

A. Company is engaged, through its wafer and reticle carrier division in the manufacture, distribution, and sale of 300mm FOUPs, SMIF-pod 300mm, 200mm SMIF Pods, SMIF-Pod 200mm, 150mm Pods, SRP-150 Single Reticle SMIF Pods, MRP-150 Multiple Reticle SMIF Pods and RSP-200 Single Reticle SMIF Pods (collectively the "Products").

B. Buyer desires to purchase from Company, and Company desires to sell to Buyer, the business and substantially all of the property and assets of Company related to the Business (as hereinafter defined) as set forth herein.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows.

ARTICLE 1

PURCHASE AND SALE OF ASSETS

1.1 Definition of "Business." As used herein, "Business" shall mean the manufacture, production, marketing, distribution, exploitation, sale and related research and development by Company and its subsidiaries of the Products. Such term shall include, without limitation and except as otherwise specifically provided herein, all operations carried on by or related to the Products on the date hereof.

1.2 Assets to be Transferred. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined in Section 13 below) Company shall sell, transfer, convey, assign, and deliver to Buyer (or upon Buyer's request, to one or more wholly-owned subsidiaries of Buyer as designated by Buyer), and Buyer shall purchase and accept, all of the business, rights, claims and assets (of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, accrued, contingent or otherwise, and wherever situated) of the Company, used, held for use or acquired or developed for use in the Business, or developed in the course of conducting the Business or by persons employed in the Business (collectively the "Purchased Assets"). The Purchased Assets

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shall include, but not be limited to (except as set forth below in Trade Rights), all of the following assets or rights of the Company, to the extent so used, held, acquired or developed in connection with the Business:

1.2(a) Leased Real Property. The leases of real property (the "Leased Real Property") used in connection with the Business, as set forth on Schedule 1.2(a) of the Disclosure Schedule (the "Real Property Leases").

1.2(b) Machinery and Equipment. All molds, fixtures, cleaning systems, machinery, equipment, vehicles, tools, supplies, spare parts, furniture and all other personal property not included in inventory used in connection with the manufacture, assembly, inspection, or cleaning of the Products including but not limited to those located at the Colorado facility and those described on Schedule 1.2(b) of the Disclosure Schedule.

1.2(c) Inventory. All inventories of raw materials, work-in-process and finished goods (including all such in transit and on consignment) on the Closing Date, together with related packaging materials including but not limited to those assembled on Schedule 1.2(c) of the Disclosure Schedule (collectively the "Inventory").

1.2(d) Trade Rights. All of the Company's interest in any Trade Rights of the Business as set forth on Schedule 1.2(d) of the Disclosure Schedule ("Purchased Trade Rights"). As used herein, the term "Trade Rights" shall mean and include: (i) all United States, state and foreign trademark rights, business identifiers, trade dress, service marks, trade names, and brand names, including all claims for infringement, and all registrations thereof and applications therefor and all goodwill associated with the foregoing accruing from the dates of first use thereof; (ii) all United States and foreign copyrights, copyright registrations and copyright applications, including all claims for infringement, and all other rights associated with the foregoing and the underlying works of authorship; (iii) those United States and foreign patents and patent applications, including all claims for infringement and all international proprietary rights associated therewith as set forth in the Cross-Licensing Agreement between Company and Buyer dated contemporaneously herewith; (iv) all contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; and (v) all inventions, mask works and mask work registrations, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, employee covenants and agreements respecting intellectual property and non-competition and all other types of intellectual property.

1.2(e) Contracts. Those contracts, contractual rights, purchase orders and sales orders (hereinafter in this Section 1.2(e)) ("Contracts") described in Schedules 1.2(a), 1.2(d) and 1.2(e) of the Disclosure Schedule.

The Contracts described above are hereinafter collectively described as the "Assumed Contracts." To the extent that any Assumed Contract for which assignment to Buyer is provided herein is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. Company agrees to use its commercially reasonable efforts (without any requirement on the part of Buyer to pay any money or agree to any change in the terms of any such Contract) to obtain the consent of such other party to the assignment of any such Assumed Contract to Buyer in all cases in which such consent is or may be required for such assignment. If any required consent shall not be obtained, Company agrees to cooperate with Buyer in any reasonable arrangement designed to provide for Buyer the benefits intended to be assigned to Buyer under the relevant Assumed Contract, including enforcement at the cost and for the account of Buyer of any and all rights of Company against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise. If and to the extent that such arrangement cannot be made, Buyer, upon notice to Company, shall have no obligation pursuant to Section 3.1 or otherwise with respect to any such Assumed Contract and any such Assumed Contract shall not be deemed to be a Purchased Asset hereunder.

1.2(f) Computer Software. A manufacturing database to track FOUPs.

1.2(g) Literature. All sales literature, promotional literature, catalogs and similar materials related to the Business.

1.2(h) Records and Files. All records, files, invoices, customer lists, blueprints, specifications, designs, drawings, accounting records, business records, manufacturing process documentation, operating data and other data related to the Business.

1.2(i) Licenses; Permits. All licenses, permits and approvals related to the Business.

1.2(j) Employee Note. The indebtedness of Gary Gallagher as evidenced by a promissory note dated January 2001.

1.3 Excluded Assets. Company shall retain all of its rights, claims and assets not described in Section 1.2 without limiting the generality of the foregoing, and any contrary provisions of Section 1.2 notwithstanding, Company shall not sell, transfer, assign, convey or deliver to Buyer, and Buyer will not purchase or accept the following assets of the Business:

1.3(a) Cash and Cash Equivalents. All cash and cash equivalents of the Business as of Closing.

1.3(b) Accounts Receivable. All outstanding accounts receivable of the Business accrued by the Company as of Closing, except as set forth in Section 9.1(g) below.

1.3(c) Tax Credits. Federal, state and local income and franchise tax credits and tax refund claims.

1.3(d) Tax Records. Company's income and franchise tax returns and tax records. Buyer and its designated agents shall have reasonable access to such records and may make excerpts therefrom and copies thereof.

1.3(e) Obligations of Affiliates. Notes (other than the note set forth in Section 1.2(k)), drafts, accounts receivable or other obligations for the payment of money, made or owed by any Affiliate of Company. For purposes of this Agreement, the term "Affiliate" shall mean and include all shareholders, directors and officers of Company; the spouse of any such person; any person who would be the heir or descendant of any such person if he or she were not living; and any entity in which any of the foregoing has a direct or indirect interest (except through ownership of less than 5% of the outstanding shares of any entity whose securities are listed on a national securities exchange or traded in the national over-the-counter market).

1.3(f) Company Trade Rights. All Trade Rights of the Company, other than the Purchased Trade Rights and the rights of the Company as set forth in the Patent Assignment and Cross-License and Trademark License Agreement attached hereto as Exhibit A ("Patent Assignment and Cross-License and Trademark License Agreement").

1.3(g) Excluded Products. All products now or hereafter produced by the Company that are not Products.

1.3(h) MOLL Assets. All assets owned by MOLL Industries in connection with the Business including those specifically set forth in Schedule 1.3(h) of the Disclosure Schedule, as well as the Company's contract rights with respect to its MOLL manufacturing agreement.

1.3(i) Pre-existing Claims. All rights to receive insurance settlements that existed as of Closing and all causes of action arising out of occurrences before the Closing.

1.3(j) Demo Units. Any demonstration units or sample products related to the Business provided by the Company to Company customers or prospective customers before the Closing.

1.3(k) Inspection Machine. One August CV9812 inspection machine currently used in the Business which is located in Oregon.

1.3(l) The Company's SMIF-Enclosure Products.

1.3(m) Any Prepaid Insurance of the Company.

ARTICLE 2
WARRANTY/SERVICE OBLIGATIONS

Warranty/Service Obligations. [*] warranty obligations for products sold or shipped [*] to service such warranty obligations [*] for a period of [*] as follows:

(i) [*] of warranty expense;

(ii) [*] of expense [*]; and

(iii) [*], and [*] shall have the rights and be subject to the limitations set forth in Article 12 with respect thereto.

[*] shall keep records with respect to the warranty expense. [*] shall at its own expense have a right, through an independent certified public accountant selected by the [*], to examine and audit, not more than once each fiscal year, and during normal business hours and upon prior reasonable notice, all such records and accounts as may, under recognized accounting practices, contain information bearing upon the amount of warranty payment due to [*] from [*] under this Agreement.

If the [*] calculation of warranty expense differs from [*] calculation, the [*] may, at its option, deliver a notice to [*] disputing [*] calculation (a "Challenge Notice") at any time, but in no event more than ninety (90) days after the close of a calendar year with respect to warranty expense accrued during that calendar year. If a Challenge Notice is delivered to [*] pursuant to the preceding sentence, Company and Buyer shall, during the thirty (30) days following such delivery, use all commercially reasonable efforts to reach agreement. If during such period the Company and Buyer are unable to agree regarding the disputed calculation, the Company and Buyer shall promptly thereafter select an Accounting Referee (as hereinafter defined) and cause such Accounting Referee to promptly review this Agreement, any related agreements, all such records and accounts as may, under recognized accounting practices, contain information bearing upon the amount of warranty expense paid by [*] to [*] under this Agreement and the respective parties' disputed calculations. The Accounting Referee shall deliver to the Company and Buyer as promptly as practicable a report setting forth the Accounting Referee's calculation. Such report shall be final and binding upon Company and Buyer. The cost of such report shall be borne by (i) [*] if the Accounting Referee's calculation changes warranty expense by less than five percent (5%) of the warranty expense stated in the disputed statement(s); or (ii) the [*] if the Accounting Referee's calculation changes warranty

expense by greater than five percent (5%) of the warranty expense stated in the disputed statement(s). The "Accounting Referee" shall mean a reputable firm of independent auditors of national standing other than the auditors of the Buyer, at or prior to the Closing Date. In any event, adjustment shall be made to compensate for any errors or omission disclosed by Accounting Referee's report.

Within fifteen (15) days after the end of each month, [*] shall furnish [*] a statement signed by a duly authorized officer of [*] showing all warranty expense incurred during said month. The warranty expense payable to [*] shall be paid within thirty (30) days after receipt of above statement.

ARTICLE 3
ASSUMPTION OF LIABILITIES

3.1 Liabilities to be Assumed. As used in this Agreement, the term "Liability" shall mean and include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured. Subject to the terms and conditions of this Agreement, on the Closing Date, Buyer shall assume and agree to perform and discharge the following, and only the following, Liabilities of Company (collectively the "Assumed Liabilities"):

3.1(a) Contractual Liabilities. Company's Liabilities arising from and after the Closing Date under and pursuant to the Assumed Contracts.

3.1(b) Liabilities Under Permits and Licenses. Company's Liabilities arising from and after the Closing Date under any permits or licenses listed in Schedule 5.8(b) of the Disclosure Schedule and assigned to Buyer at the Closing.

3.1(c) Taxes Arising from Transaction. Any United States, foreign, state or other taxes applicable to, imposed upon or arising out of the sale or transfer of the Purchased Assets to Buyer and the other transactions contemplated by this Agreement, including but not limited to any transfer, sales, use, gross receipts or documentary stamp taxes.

3.2 Liabilities Not to be Assumed. Except as and to the extent specifically set forth in Section 3.1, Buyer is not assuming any Liabilities of Company and all such Liabilities shall be and remain the responsibility of Company including, without limitation, the following.

3.2(a) Accounts Payable. All outstanding accounts payable related to the Business as of the Closing.

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3.2(b) Income and Franchise Taxes. Any Liability of Company for Federal income taxes and any state or local income, profit or franchise taxes (and any penalties or interest due on account thereof).

3.2(c) [*]. All obligations with respect to [*].

3.2(d) Liabilities to Affiliates. Liabilities of Company to its present or former Affiliates, except obligations for compensation for services rendered as an employee of the Business pursuant to plans or practices disclosed in the Disclosure Schedule.

ARTICLE 4
PURCHASE PRICE

The aggregate purchase price (the "Purchase Price") for the Purchased Assets shall be as follows:

4.1 Cash. The sum of up to Thirty-Eight Million Seven Hundred Fifty Thousand and no/100 Dollars ($38,750,000.00) to be paid as follows:

4.1(a) The sum of Thirty-Eight Million and no/100 Dollars ($38,000,000.00) by wire transfer on the Closing Date; and

4.1(b) The sum of Seven Hundred Fifty Thousand and no/100 Dollars ($750,000.00) to be deposited into an escrow account pursuant to an Escrow Agreement attached hereto as Exhibit F (the "Escrow Agreement") and shall be paid upon the earlier of (i) June 29, 2003, or (ii) a date on which Buyer is satisfied in good faith that all of the transition and integration issues related to the Business by Company to Buyer have been completed. Buyer shall be entitled to offset any amounts payable hereunder as set forth in Article 12 below.

4.2 Royalties. In addition, the Company shall be entitled to receive certain royalties as set forth in the Patent Assignment and Cross-License and Trademark License Agreement.

4.3 Other Payments and Adjustments. The amount of wages and other remuneration due in respect of periods to and including the Closing to employees of the Business and the amount of bonuses due to such employees for all such periods will be paid by Company directly to such employees.

4.4 Allocation of Purchase Price. The aggregate Purchase Price (including the assumption by Buyer of the Assumed Liabilities) shall be allocated among the Purchased Assets for tax purposes based upon an appraisal conducted by a third-party valuation firm retained by Buyer as soon as reasonably practicable after the Closing Date. The parties will work together in good faith toward an agreed-upon valuation. Company and Buyer will follow

and use such allocation in all income, sales registration and other tax returns, filings or other related reports made by them to any governmental agencies. Buyer shall not revalue the parties' agreed-upon valuation for its own purposes without the Company's consent. To the extent that disclosures of this allocation are required to be made by the parties to the Internal Revenue Service ("IRS") under the provisions of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code") or any regulations thereunder, Buyer and Company will disclose such reports to the other prior to filing with the IRS.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF COMPANY

Company makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing Date, shall be unaffected by any investigation heretofore or hereafter made by Buyer, or any knowledge of Buyer other than as specifically disclosed in the Disclosure Schedule delivered to Buyer at the time of the execution of this Agreement, and shall survive the Closing of the transactions provided for herein.

5.1 Corporate.

5.1(a) Organization. Company is a corporation duly organized, validly existing and in good standing under the laws of the State of California.

5.1(b) Corporate Power. Company has all requisite corporate power and authority to own, operate and lease its properties, to carry on its business as and where such is now being conducted, to enter into this Agreement and the other documents and instruments to be executed and delivered by Company pursuant hereto and to carry out the transactions contemplated hereby and thereby.

5.1(c) Qualification. Company is duly licensed or qualified to do business as a foreign corporation in the State of Colorado and is in good standing in each jurisdiction wherein the character of its properties which are Purchased Assets or the nature of the Business makes such licensing or qualification necessary, and where the failure to be so qualified and licensed would have a material adverse effect on the Business; such jurisdictions are listed in Schedule 5.1(c) of the Disclosure Schedule.

5.1(d) No Subsidiaries. No portion of the Business is conducted by the Company by means of any subsidiary or any other interest in any corporation, partnership or other entity, except as set forth in Schedule 5.1(d) of the Disclosure Schedule.

5.1(e) Authority. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Company pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of Company. No other or further corporate act or proceeding on the part of Company or its shareholders is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Company pursuant hereto or the consummation of the transactions contemplated hereby and thereby, and it is not intended that Company be dissolved or its remaining operations terminated. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Company pursuant hereto will constitute, valid binding agreements of Company, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

5.1(f) No Violation. Except as set forth on Schedule 5.1(f) of the Disclosure Schedule, neither the execution and delivery of this Agreement or the other documents and instruments to be executed and delivered by Company pursuant hereto, nor the consummation by Company of the transactions contemplated hereby and thereby (a) will violate any statute or law or any rule, regulation, order, writ, injunction or decree of any court or governmental authority, (b) will require any authorization, consent, approval, exemption or other action by or notice to any court, administrative or governmental agency, instrumentality, commission, authority, board or body, or (c) subject to obtaining the consents referred to in Schedule 5.1(f) of the Disclosure Schedule, will violate or conflict with, or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, or result in the creation of any Lien (as defined in Section 5.9(a)), upon any of the Purchase Assets of Company under, any term or provision of the Articles of Incorporation or By-laws of Company or of any contract, commitment, understanding, arrangement, agreement or restriction of any kind or character to which Company is a party or by which Company or any of its assets or properties may be bound or affected.

5.2 Business Financial Report. Included as Schedule 5.2 of the Disclosure Schedule are the statements of income and expense of the Business for the seven quarters ended December 31, 2002 (the "Business Financial Report"). The Business Financial Report is prepared from and consistent in all respects with financial reports prepared and used by the Company in the ordinary course in managing its business and measuring and reporting its operating results; have been prepared in accordance with the books and records of the Company; and fairly present the results of operations of the Business as of the dates and for the periods indicated.

5.3 Tax Matters. Except as set forth on Schedule 5.3 of the Disclosure Schedule: (i) all state, foreign, county, local and other tax returns relating primarily to the Business or the Purchased Assets, or required to be filed by or on behalf of Company in any jurisdiction required to be listed in Schedule 5.1(c) of the Disclosure Schedule or any political subdivision thereof, have been timely filed and the taxes paid or adequately accrued; (ii) Company has duly withheld and paid all taxes which it is required to withhold and pay relating to salaries and other compensation heretofore paid to the employees of the Business; and (iii) Company has not received any notice of underpayment of taxes or other deficiency which has not been paid and there are outstanding no agreements or waivers extending the statutory period of limitations applicable to any tax return or report relating primarily to the Business or the Purchased Assets, or required to have been filed by Company in any jurisdiction required to be listed in Schedule 5.1(c) of the Disclosure Schedule or any political subdivision thereof.

5.4 Inventory. The Inventory of the Business which is located in the State of Oregon consists of a quality and quantity usable and saleable in the ordinary course of business. Except as set forth in Schedule 5.4 of the Disclosure Schedule, all Inventory of the Business is located on premises owned or leased by Company or on consignment with customers which premises, leaseholds, or consignments thereof constitute Purchased Assets pursuant to this Agreement. All work-in-process contained in Inventory constitutes items in process of production pursuant to contracts or open orders taken in the ordinary course of business, from regular customers of the Business with no recent history of credit problems with respect to Company; neither Company nor any such customer is in material breach of the terms of any obligation to the other, and no valid grounds exist for any set-off of amounts billable to such customers on the completion of orders to which work-in-process relates. All work-in-process is of a quality ordinarily produced in accordance with the requirements of the orders to which such work-in-process is identified, and will require no rework with respect to services performed prior to Closing.

5.5 Absence of Certain Changes. Except as and to the extent set forth in Schedule 5.5 of the Disclosure Schedule, since December 31, 2002, there has not been:

5.5(a) Any Adverse Change. Any adverse change in the financial condition, assets, Liabilities, business, prospects or operations of the Business;

5.5(b) Any Damage. Any loss, damage or destruction, whether covered by insurance or not, in connection with or reasonably related to the Business or the Purchased Assets;

5.5(c) Any Increase in Compensation. Any increase in the compensation, salaries or wages payable or to become payable to any employee or agent of Company who is employed in the Business or whose compensation is reflected in the Business Financial Statements (including, without limitation, any increase or change pursuant to any bonus, pension, profit sharing, retirement or other plan

or commitment), or any bonus or other employee benefit granted, made or accrued as it pertains to the Affected Employees;

5.5(d) Any Labor Disputes. Any labor dispute or disturbance, other than routine individual grievances which are not material to the financial condition or results of operations of the Business;

5.5(e) Any Commitments. Any commitment or transaction by Company in connection with or affecting the Business (including, without limitation, any borrowing or capital expenditure) other than in the ordinary course of business consistent with past practice;

5.5(f) Any Disposition of Property. Any sale, lease or other transfer or disposition of any properties or assets of Company that are Purchased Assets (or would have been Purchased Assets had no sale, lease, transfer or disposition occurred), except for the sale of inventory items in the ordinary course of business;

5.5(g) Any Indebtedness. Except as set forth on Schedule 5.5(g) to the Disclosure Schedule, any indebtedness for borrowed money incurred, assumed or guaranteed by Company in connection with the Business or Purchased Assets;

5.5(h) Any Liens. Any Lien made on any of the properties or assets of Company that are Purchased Assets (or would become Purchased Assets if not sold, leased, transferred or disposed of prior to the Closing Date);

5.5(i) Any Amendment of Contracts. Any entering into, amendment or termination by Company of any contract in connection with or affecting the Business, or any waiver of material rights thereunder, other than in the ordinary course of business;

5.5(j) Any Loans and Advances. Any loan or advance by the Business (other than advances to employees in the ordinary course of business for travel and entertainment in accordance with past practice);

5.5(k) Any Credit. Other than as set forth in Schedule 5.11(h) of the Disclosure Schedule, any grant of credit to any customer of the Business or distributor of its products on terms or in amounts more favorable than those which have been extended to such customer or distributor in the past, any other change in the terms of any credit heretofore extended, or any other change of Company's policies or practices with respect to the granting of credit in connection with the Business; or

5.5(l) Any Unusual Events. Any other event or condition not in the ordinary course of Company's operation of the Business which would have a material adverse effect on the Business.

5.6 Absence of Undisclosed Liabilities. Except as and to the extent specifically disclosed in the Business Financial Report or in Schedule 5.6 of the Disclosure Schedule, to the best of the Company's knowledge, the Business does not have any liabilities, other than commercial liabilities and obligations incurred since the date of the Business Financial Report in the ordinary course of business and consistent with past practice and none of which has or will have a material adverse effect on the financial condition or results of operations of the Business by Buyer after the Closing. Except as and to the extent described in the Business Financial Report or in Schedule 5.6 of the Disclosure Schedule, Company has no knowledge of any basis for the assertion against Company of any material liability in connection with or affecting the Business or the Purchased Assets, except commercial liabilities and obligations incurred in the ordinary course of the Business and consistent with past practice.

5.7 No Litigation. Except as set forth in Schedule 5.7 of the Disclosure Schedule, there is no action, suit, arbitration proceeding, investigation or inquiry pending or threatened against Company or its directors (in such capacity) that questions the validity of this Agreement and the transactions contemplated hereby or reasonably relates to the Business, the Purchased Assets or the Assumed Liabilities, nor does Company know, or have grounds to know, of any basis for any such proceedings, investigations or inquiries which would have a material adverse effect on the same. Schedule 5.7 of the Disclosure Schedule also identifies all such actions, suits, proceedings, investigations and inquiries to which Company or any of its directors have been parties since December 31, 2002, related to the Business. Except as set forth in Schedule 5.7 of the Disclosure Schedule, neither Company as related to the Purchased Assets, the Purchased Assets, nor the Assumed Liabilities is subject to any judgment, order, writ or injunction of any court, arbitrator or federal, state, foreign, municipal or other governmental department, commission, board, bureau, agency or instrumentality.

5.8 Compliance With Laws. With respect to the following representations 5.8(a), 5.8(b), and 5.8(c), the Company makes no representations regarding these matters with respect to the operations of MOLL Industries.

5.8(a) Compliance. Except as set forth in Schedule 5.8(a) of the Disclosure Schedule, to the best of the Company's knowledge, the Business (including each and all of its operations, practices, properties and assets) is in material compliance with all applicable federal, state, local and foreign laws, ordinances, orders, rules and regulations (collectively, "Laws"), including, without limitation, those applicable to discrimination in employment, occupational safety and health, trade practices, competition and pricing, product warranties, zoning, building and sanitation, employment, retirement and labor relations, product advertising and the Environmental Laws as

hereinafter defined. Except as set forth in Schedule 5.8(a) of the Disclosure Schedule, Company has not received notice of any violation or alleged violation of, and is subject to no Liability for past or continuing violation of, any Laws with respect to the operations of the Business, the result of which would have a material adverse effect on the Business. All reports and returns required to be filed by Company with any governmental authority have been filed, and were accurate and complete when filed. Without limiting the generality of the foregoing:

(i) To the best of the Company's knowledge, the operation of the Business as it is now conducted does not, nor does any condition existing at any of the Business facilities, in any manner constitute a material nuisance or other tortious interference with the rights of any person or persons in such a manner as to give rise to or constitute the grounds for a suit, action, claim or demand by any such person or persons seeking compensation or damages or seeking to restrain, enjoin or otherwise prohibit any aspect of the conduct of the Business or the manner in which it is now conducted.

(ii) Company has made all required payments to its unemployment compensation reserve accounts with the appropriate governmental departments of the states where it is required to maintain such accounts with respect to the operations of the Business, and each of such accounts has a positive balance.

5.8(b) Licenses and Permits. To the best of the Company's knowledge, Company has all licenses, permits, approvals, authorizations and consents of all governmental and regulatory authorities and all certification organizations required for the conduct of the Business and the operation of the Facilities. All such licenses, permits, approvals, authorizations and consents are described in Schedule 5.8(b) of the Disclosure Schedule, are in full force and effect and are assignable to Buyer in accordance with the terms hereof. Except as set forth in Schedule 5.8(b) of the Disclosure Schedule, the Business (including its operations, properties and assets) is and has been in material compliance with all such permits and licenses, approvals, authorizations and consents.

5.8(c) Environmental Matters. The applicable Laws relating to pollution or protection of the environment, including Laws relating to emissions, discharges, generation, storage, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic, hazardous or petroleum or petroleum-based substances or wastes (collectively, "Waste") into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal,

transport or handling of Waste including, without limitation, the Clean Water Act, the Clean Air Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Comprehensive Environmental Response Compensation Liability Act ("CERCLA"), as amended, and their state and local counterparts are herein collectively referred to as the "Environmental Laws". Without limiting the generality of the foregoing provisions of this Section 5.8, to the best of the Company's knowledge, the Business is in full compliance with all other material limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws or contained in any regulations, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder. Except as set forth in Schedule 5.8(c) of the Disclosure Schedule, there is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, investigation, proceeding, notice or demand letter pending or threatened against Company with respect to the Business relating in any way to the Environmental Laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder. Except as set forth in Schedule 5.8(c) of the Disclosure Schedule, to the best of the Company's knowledge, there are no past or present (or, to the best of Company's knowledge, future) events, conditions, circumstances, activities, practices, incidents, actions, omissions or plans which may interfere with or prevent compliance or continued compliance with the Environmental Laws or with any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, or which may give rise to any liability, including, without limitation, liability under CERCLA or similar state or local Laws, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, notice of violation, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any Waste. To the best of Company's knowledge, no portion of any of the Leased Real Property has been used as a landfill or for storage or landfill of hazardous or toxic materials.

5.9 Title to and Condition of Properties.

5.9(a) Marketable Title. Company has good and marketable title to all the Purchased Assets, free and clear of all mortgages, liens (statutory or otherwise), security interests, claims, pledges, licenses, equities, options, conditional sales contracts, assessments, levies, easements, covenants, reservations, restrictions, rights-of-way, exceptions, limitations, charges or encumbrances of any nature whatsoever (collectively, "Liens") except those described in Schedule 5.9(a) of the Disclosure Schedule; and, in the case of real property, Liens for taxes not yet due or which are being contested in good faith by appropriate

proceedings (and which have been sufficiently accrued or reserved against in the Business Financial Report), municipal and zoning ordinances and easements for public utilities, none of which interfere with the use of the property as currently utilized ("Permitted Real Property Liens"). None of the Purchased Assets are subject to any restrictions with respect to the transferability thereof. Company has complete and unrestricted power and right to sell, assign, convey and deliver the Purchased Assets to Buyer as contemplated hereby. At Closing, Buyer will receive good and marketable title to all the Purchased Assets, free and clear of all Liens of any nature whatsoever except those described in Schedule 5.9(a) of the Disclosure Schedule and Permitted Real Property Liens which Buyer has agreed to assume.

5.9(b) Condition. All tangible assets (real and personal) constituting Purchased Assets hereunder are in good operating condition and repair, free from any defects (except such minor defects as do not interfere with the use thereof in the conduct of the normal operations of Company), and, to the best of Company's knowledge, have been maintained consistent with the standards generally followed in the industry and are sufficient to carry on the business of Company as conducted during the preceding 12 months. All buildings, plants and other structures owned or otherwise utilized by Company in operating the Business are in good condition and repair and have no structural defects or defects affecting the plumbing, electrical, sewerage, or heating, ventilating or air conditioning systems.

5.9(c) Real Property. Company does not own any real property in connection with the Business. Schedule 1.2(a) of the Disclosure Schedule sets forth all Leased Real Property used or occupied by Company in operating the Business. To the best of the Company's knowledge, there are now in full force and effect duly issued certificates of occupancy permitting the Leased Real Property and improvements located thereon to be legally used and occupied as the same are now constituted. To the best of the Company's knowledge, all of the Leased Real Property has permanent rights of access to dedicated public highways. To the best of the Company's knowledge, no fact or condition exists which would prohibit or adversely affect the ordinary rights of access to and from the Leased Real Property from and to the existing highways and roads and there is no pending or threatened restriction or denial, governmental or otherwise, upon such ingress and egress. To the best of the Company's knowledge, there is not (i) any claim of adverse possession or prescriptive rights involving any of the Leased Real Property, (ii) any structure located on any Leased Real Property which encroaches on or over the boundaries of neighboring or adjacent properties or (iii) any structure of any other party which encroaches on or over the boundaries of any of such Leased Real Property. To the best of Company's knowledge, none of the Leased Real Property is located in a flood plain, flood hazard area, wetland or lakeshore

erosion area within the meaning of any Law. To the best of the Company's knowledge, no public improvements have been commenced and none are planned which in either case may result in special assessments against or otherwise materially adversely affect any Leased Real Property. Company has no notice or knowledge of any (i) planned or proposed increase in assessed valuations of any Leased Real Property, (ii) governmental agency or court order requiring repair, alteration, or correction of any existing condition affecting any Leased Real Property or the systems or improvements thereat, (iii) condition or defect which could give rise to an order of the sort referred to in "(ii)" above, or (iv) underground storage tanks, or any structural, mechanical, or other defects of material significance affecting any Leased Real Property or the systems or improvements thereat (including, but not limited to, inadequacy for normal use of mechanical systems or disposal or water systems at or serving the Leased Real Property).

5.9(d) No Condemnation or Expropriation. Neither the whole nor any portion of the Purchased Assets is subject to any governmental decree or order to be sold or is being condemned, expropriated or otherwise taken by any public authority with or without payment of compensation therefor, nor to the best of Company's knowledge has any such condemnation, expropriation or taking been proposed.

5.10 Insurance. Set forth in Schedule 5.10 of the Disclosure Schedule is a complete and accurate list and description of all policies of fire, liability, product liability, workers compensation, health and other forms of insurance presently in effect with respect to the Business or the Purchased Assets. Schedule 5.10 of the Disclosure Schedule includes, without limitation, the carrier, the description of coverage, the limits of coverage, retention or deductible amounts, amount of annual premiums, date of expiration, and any pending claims in excess of $100,000.00. All such policies are valid, outstanding and enforceable policies and provide insurance coverage for the Business and its associated properties of the kinds, in the amounts and against the risks customarily maintained by organizations similarly situated. Schedule 5.10 of the Disclosure Schedule indicates each policy as to which (a) the coverage limit has been reached or (b) the total incurred losses to date equal 75% or more of the coverage limit. No notice of cancellation or termination has been received with respect to any such policy, and Company has no knowledge of any act or omission of Company which could result in cancellation of any such policy prior to its scheduled expiration date. Company has not been refused any insurance with respect to any aspect of the operations of the Business nor has its coverage been limited by any insurance carrier to which it has applied for insurance or with which it has carried insurance during the last three years. Company has duly and timely made all claims it has been entitled to make under each policy of insurance. There is no claim by Company pending under any such policies as to which coverage has been questioned, denied or disputed by the underwriters of such policies, and Company knows of no basis for denial of any claim under any such policy.

5.11 Contracts and Commitments.

5.11(a) Real Property Leases. Except as set forth in Schedule 1.2(a) of the Disclosure Schedule, Company has no leases of real property used or held for use in connection with the Business or the Purchased Assets.

5.11(b) Personal Property Leases. Company has no leases of personal property used or held for use in connection with the Business or the Purchased Assets involving consideration or other expenditure in excess of $25,000.00 or involving performance over a period of more than twelve (12) months.

5.11(c) Purchase Commitments. Except with respect to Moll Industries or as set forth on Schedule 5.11(c) of the Disclosure Schedule, Company has no purchase commitments for inventory items or supplies in connection with the Business in excess of twelve (12) months normal usage, or which exceed an aggregate of $100,000.00.

5.11(d) Sales Commitments. Except as set forth on Schedule 5.11(d) of the Disclosure Schedule, Company has no sales contracts or commitments to customers or distributors in connection with or affecting the Business or the Purchased Assets which aggregate in excess of $100,000.00 to any one customer or distributor (or group of affiliated customers or distributors) except for purchase orders taken in the ordinary course of business. Company has no sales contracts or commitments in connection with or affecting the Business or the Purchased Assets except those made in the ordinary course of business, at arm's length, and no such contracts or commitments are for a sales price which would result in a material loss to the Business.

5.11(e) Contracts With Affiliates and Certain Others. Except as set forth on Schedule 5.11(e) of the Disclosure Schedule, Company has no agreement, understanding, contract or commitment (written or oral) in connection with or affecting the Business or the Purchased Assets with any Affiliate or any other officer, employee, agent, consultant, distributor or dealer that is not cancelable by Company on notice of not longer than 30 days without liability, penalty or premium of any nature or kind whatsoever.

5.11(f) Powers of Attorney. Except as set forth on Schedule 5.11(f) of the Disclosure Schedule, the Company has not given a power of attorney, which is currently in effect, to any person, firm or corporation for any purpose whatsoever in connection with or reasonably related to the Business or the Purchased Assets.

5.11(g) Collective Bargaining Agreements. Except as set forth in Schedule 5.11(g) of the Disclosure Schedule, Company is not a party to any collective bargaining agreements with any unions, guilds, shop committees or other collective bargaining groups representing or purporting to represent employees of the

Business. Copies of all such agreements have heretofore been delivered to Buyer.

5.11(h) Loan Agreements. Except as set forth in Schedule 5.11(h) of the Disclosure Schedule, Company is not obligated under any loan agreement, promissory note, letter of credit, or other evidence of indebtedness as a signatory, guarantor or otherwise, which obligation constitutes or gives rise or could by its terms, through the giving of notice or any other events short of judgment by a court, give rise to a lien against any Purchased Asset.

5.11(i) Guarantees. Except as disclosed on Schedule 5.11(i) of the Disclosure Schedule, Company has not guaranteed the payment or performance of any person, firm or corporation, agreed to indemnify any person or act as a surety, or otherwise agreed to be contingently or secondarily liable for the obligations of any person, in connection with the Business or reasonably related to the Business or the Purchased Assets.

5.11(j) Contracts Subject to Renegotiation. Company is not a party to any contract with any governmental body which is subject to renegotiation in connection with or reasonably related to the Business or the Purchased Assets.

5.11(k) Restrictive Agreements. Except as set forth on Schedule 5.11(k) of the Disclosure Schedule, Company is not a party to nor is it bound by any agreement requiring Company to assign any interest in any trade secret or proprietary information constituting Purchased Assets hereunder, or prohibiting or restricting Company in its operation of the Business from competing in any business or geographical area or soliciting customers or otherwise restricting it from carrying on the Business anywhere in the world.

5.11(l) Other Material Contracts. Company has no lease, contract or commitment of any nature affecting the Business and involving consideration or other expenditure in excess of $100,000.00, or involving performance over a period of more than twelve (12) months, or which is otherwise individually material to the operations of the Business, except for purchase orders taken in the ordinary course of business and except as explicitly described in Schedule 5.11(l) or in any other Schedule of the Disclosure Schedule.

5.11(m) No Default. Except as set forth on Schedule 5.11(m) of the Disclosure Schedule, Company is not in default under any lease, contract or commitment in its operation of the Business, nor has any event or omission occurred which through the passage of time or the giving of notice, or both, would constitute a default thereunder and which would cause a material adverse effect on the Business or cause the acceleration of any of Company's obligations or result in the creation of any Lien on any Purchased Asset. No third party is in default under any such lease, contract or commitment to which Company is a

party, nor has any event or omission occurred which, through the passage of time or the giving of notice, or both, would constitute a default thereunder, or give rise to an automatic termination, or the right of discretionary termination thereof.

5.12 Labor Matters. Except as set forth in Schedule 5.12 of the Disclosure Schedule, within the last five years Company has not experienced any labor disputes, union organization attempts or any work stoppage due to labor disagreements in connection with the Business. In its operation of the Business, except to the extent set forth in Schedule 5.12 of the Disclosure Schedule, (a) Company is in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practice; (b) there is no unfair labor practice charge or complaint against Company pending or threatened; (c) there is no labor strike, dispute, request for representation, slowdown or stoppage actually pending or threatened against or affecting Company nor any secondary boycott with respect to products of the Business; (d) no question concerning representation has been raised or is threatened respecting the employees of the Business; (e) no grievance which might have a material adverse effect on the Business, nor any arbitration proceeding arising out of or under collective bargaining agreements, is pending and no such claim therefor exists; and (f) there are no administrative charges or court complaints against Company concerning alleged employment discrimination or other employment related matters pending or threatened before the U.S. Equal Employment Opportunity Commission or any state or federal court or agency.

5.13 Employee Benefit Plans. All of the accrued obligations of Company, whether arising by operation of law, by contract or by past custom, for payments by it to trust or other funds or any governmental agency with respect to unemployment compensation benefits, social security benefits, or any other benefits for employees of the Business ("Business Employees") shall have been paid prior to Closing or, if due after Closing, shall be paid when due under applicable laws, regulations, or provisions of benefit plans or policies as the case may be. All accrued vacation benefits payable to Business Employees shall have been paid prior to or contemporaneously with Closing. All other accrued benefits or contributions, and all other reasonably anticipated obligations of Company, whether arising by operation of law, by contract or by past custom, for holiday pay, bonuses or other forms of compensation or benefits which are and may become payable to Business Employees shall be paid in accordance with the provisions of applicable laws, regulations, benefit plans or policies, as the case may be. Except as set forth in the Transition Services Agreement and except as set forth in Schedule 5.13 of the Disclosure Schedule, in no event shall Buyer assume or be responsible for past or future obligations of Company to any employee, including any obligations to pay salary, benefits, severance pay, vacation pay, or other benefits to any employee, regardless of whether such employees are hired by Buyer; provided, however, that with respect to those employees listed in Schedule 7.1, Buyer agrees to extend to the employee the same severance benefits that the employee had at the Company (regardless of whether Buyer hires such

Employees), and the employees shall be given credit for years of service in determining the applicable amount of vacation they are entitled to under Buyer's vacation policy.

5.14 Employment Compensation. Schedule 5.14 of the Disclosure Schedule contains a true and correct list of all Business Employees to whom the Company is paying compensation for services rendered or otherwise; and in the case of salaried employees such list identifies the current annual rate of compensation for each employee and in the case of hourly or commission employees identifies certain reasonable ranges of rates and the number of employees falling within each such range.

5.15 Trade Rights. Schedule 5.15 of the Disclosure Schedule lists all Trade Rights of the type described in Section 1.2(d) which are or were used, held for use, or acquired or developed for use in the Business, or developed in the course of conducting the Business or by persons employed in the Business, specifying whether such Trade Rights are owned, controlled, used or held (under license or otherwise) by Company, and also indicating which of such Trade Rights are registered. All Trade Rights shown as registered in Schedule 5.15 of the Disclosure Schedule have been properly registered, all pending registrations and applications have been properly made and filed and all annuity, maintenance, renewal and other fees relating to registrations or applications are current. To our knowledge, the Purchased Trade Rights and the rights acquired by Buyer pursuant to the Patent Assignment and Cross-License and Trademark License Agreement provide Buyer with all of the Trade Rights necessary in order to conduct the Business as such is currently being conducted. To our knowledge, Company is not infringing and has not infringed any Trade Rights of another in the operation of the Business, nor is any other person infringing the Trade Rights of Company. Company has not granted any license or made any assignment of any Trade Right listed on Schedule 5.15 of the Disclosure Schedule, nor does Company pay any royalties or other consideration for the right to use any Trade Rights of others. There are no inquiries, investigations or claims or litigation challenging or threatening to challenge Company's right, title and interest with respect to its continued use and right to preclude others from using any Trade Rights of Company. To the best of the Company's knowledge, all Trade Rights of Company, with the exception of patent and trademark applications, are valid, enforceable and in good standing, and there are no equitable defenses to enforcement based on any act or omission of Company. With respect to patent and trademark applications, all such applications are in good standing.

5.16 Major Customers and Suppliers.

5.16(a) Major Customers. Schedule 5.16(a) of the Disclosure Schedule contains a list of the ten (10) largest customers, including distributors, of the Business for each of the two (2) most recent fiscal years (determined on the basis of the total dollar amount of net sales) showing the total dollar amount of net sales to each such customer during each such year. Company has no knowledge or information of any facts indicating, nor any other reason to believe, that any of the customers listed on Schedule 5.16(a) of the Disclosure Schedule will

not continue to be customers of the Business after the Closing at substantially the same level of purchases as heretofore.

5.16(b) Major Suppliers. Schedule 5.16(b) of the Disclosure Schedule contains a list of the two (2) major suppliers to the Business for each of the two (2) most recent fiscal years (determined on the basis of the total dollar amount of purchases); showing the total dollar amount of purchases from each such supplier during each such year. Company has no knowledge or information of any facts indicating, nor any other reason to believe, that any of the suppliers listed on Schedule 5.16(b) of the Disclosure Schedule will not continue to be suppliers to the Business after the Closing and will not continue to supply the Business with substantially the same quantity and quality of goods at competitive prices.

5.16(c) Dealers and Distributors. Schedule 5.16(c) of the Disclosure Schedule contains a list by product line of all dealers and distributors of the Business, together with representative copies of all dealer, distributor and franchise contracts and policy statements, and a description of all substantial modifications or exceptions.

5.17 Product Warranty and Product Liability. Schedule 5.17 of the Disclosure Schedule contains a true, correct and complete copy of Company's standard warranty or warranties for sales of Products (as defined below) and, except as stated therein, there are no warranties, commitments or obligations with respect to the return, repair or replacement of Products. Schedule 5.17 of the Disclosure Schedule contains a description of all product liability claims and similar claims, actions, litigation and other proceedings relating to Products which are presently pending or which to Company's knowledge are threatened, or which have been asserted or commenced against Company within the last two (2) years, in which a party thereto either requests injunctive relief (whether temporary or permanent) or alleges damages in excess of $100,000.00 (whether or not covered by insurance). To the best of the Company's knowledge, there are no defects in design, construction or manufacture of Products which would adversely affect performance or create an unusual risk of injury to persons or property. Except as set forth on Schedule 5.17, none of the Products has been the subject of any replacement, field fix, retrofit, modification or recall campaign other than in the ordinary course of business. The Products have been designed and manufactured so as to meet and comply with all governmental standards and specifications currently in effect, and have received all governmental approvals necessary to allow their sale and use. As used herein, the term "Products" means any and all products currently or at any time previously manufactured, distributed or sold by Company, or by any predecessor of Company under any brand name or mark under which products are or have been manufactured over the last three (3) years, distributed or sold by Company, in or through the Business.

5.18 Affiliates' Relationships to Company.

5.18(a) Contracts With Affiliates. All leases, contracts, agreements or other arrangements concerning the Business between Company and any Affiliate or between the Business and other business units of the Company are described on Schedule 5.18(a) of the Disclosure Schedule.

5.18(b) No Adverse Interests. No Affiliate has any direct or indirect interest in (i) any entity which does business with Company in connection with the operation of, or is competitive with, the Business, or (ii) any property, asset or right which is used by Company in the conduct of the Business.

5.19 Assets Necessary to Business. The Purchased Assets, together with the assets and rights licensed pursuant to the Assignment and Patent Assignment and Cross-License and Trademark License Agreement in the form of Exhibit A hereto, include all property and assets (except for the Excluded Assets), and all leases, licenses, and other agreements currently used by Company in the conduct of the Business. There are no Company-owned assets (except for the Excluded Assets), which are necessary to permit Buyer to carry on, or currently used or held for use in, the Business as presently conducted.

5.20 No Brokers or Finders. Except as set forth on Schedule 5.20 of the Disclosure Schedule, neither Company nor any of its directors, officers, employees, shareholders or agents have retained, employed or used any broker or finder in connection with the transaction provided for herein or in connection with the negotiation thereof and that no person, corporation, partnership, or entity is entitled to a broker's commission, finder's fee, or any similar compensation upon the consummation of the transactions contemplated herein.

5.21 Disclosure. No representation or warranty by Company in this Agreement, nor any statement, certificate, schedule or exhibit hereto furnished or to be furnished by or on behalf of Company pursuant to this Agreement, nor any document or certificate delivered to Buyer pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements and information contained in any certificate, instrument, or Disclosure Schedules delivered by or on behalf of Company shall be deemed representations and warranties by Company.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Company, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing

Date, shall be unaffected by any investigation heretofore or hereafter made by Company or any notice to Company, and shall survive the Closing of the transactions provided for herein.

6.1 Corporate.

6.1(a) Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota.

6.1(b) Corporate Power. Buyer has all requisite corporate power to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyer and to carry out the transactions contemplated hereby and thereby.

6.2 Authority. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Buyer pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of Buyer. No other corporate act or proceeding on the part of Buyer or its shareholders is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Buyer pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Buyer pursuant hereto will constitute, valid and binding agreements of Buyer, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

6.3 No Brokers or Finders. Neither Buyer nor any of its directors, officers, employees or agents have retained, employed or used any broker or finder in connection with the transaction provided for herein or in connection with the negotiation thereof and that no person, corporation, partnership, or entity is entitled to a broker's commission, finder's fee, or any similar compensation upon the consummation of the transactions contemplated herein.

6.4 No Violation. Neither the execution and delivery of this Agreement or the other documents and instruments to be executed and delivered by Buyer pursuant hereto, nor the consummation by Buyer of the transactions contemplated hereby and thereby (a) will violate any statute or law or any rule, regulation, order, writ, injunction, or decree of any court or governmental authority, or (b) will violate or conflict with, or constitute a material default under, any term or provision of the material agreements, Articles of Incorporation, or By-laws of Buyer.

6.5 Disclosure. No representation or warranty by Buyer in this Agreement, nor any statement, certificate, schedule or exhibit hereto furnished or to be furnished by or on behalf of Buyer pursuant to this Agreement, nor any document or certificate delivered to Company pursuant to this Agreement or in connection with transactions contemplated

hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading.

6.6 Litigation. There is no action, suit, arbitration proceeding, investigation or inquiry pending or threatened against Buyer or its directors (in such capacity) that questions the validity of this Agreement and the transactions contemplated hereby.

ARTICLE 7
EMPLOYEES – EMPLOYEE BENEFITS

7.1 Affected Employees. "Affected Employees" shall mean employees of the Company who are employed by Buyer immediately after the Closing as set forth on Schedule 7.1 of the Disclosure Schedule. Certain Affected Employees who are also noted as key to the Business on Schedule 7.1 of the Disclosure Schedule (herein referred to also as "Key Employees") shall enter into Employment and Non-Competition Agreements with the Buyer.

7.2 Retained Responsibilities. Company agrees to satisfy, or cause its insurance carriers to satisfy, all claims for benefits, whether insured or otherwise (including, but not limited to, workers' compensation, life insurance, medical and disability programs), under Company's employee benefit programs brought by, or in respect of, Affected Employees and other employees and former employees of the Company, which claims arise out of events occurring on or prior to the Closing Date, in accordance with the terms and conditions of such programs or applicable workers' compensation statutes without interruption as a result of the employment by Buyer of any such employees after the Closing Date.

7.3 Payroll Tax. Company agrees to make a clean cut-off of payroll and payroll tax reporting with respect to the Affected Employees paying over to the federal, state and city governments those amounts respectively withheld or required to be withheld for periods ending on or prior to the Closing Date. Company also agrees to issue, by the date prescribed by IRS Regulations, Forms W-2 for wages paid through the Closing Date. Except as set forth in this Agreement, Buyer shall be responsible for all payroll and payroll tax obligations after the Closing Date for Affected Employees.

7.4 Termination Benefits. Buyer shall be solely responsible for, and shall pay or cause to be paid, severance payments and other termination benefits, if any, to Affected Employees who may become entitled to such benefits by reason of any events occurring within the first year after Closing on terms substantially equivalent to those offered by the Company prior to the Closing Date. If any action on the part of Company prior to the Closing, or if the sale to Buyer of the Business and the Purchased Assets pursuant to this Agreement or the transactions contemplated hereby, or if the failure by Buyer to hire as a permanent employee of Buyer any employee of Company, shall result in any liability or claim of liability for severance payments or termination benefits, or any liability, forfeiture, fine or

other obligation by virtue of any state, federal or local "plant-closing" or similar law, such liability or claim of liability shall be the sole responsibility of Company, and Company shall indemnify and hold harmless Buyer for any losses resulting directly or indirectly from such liability or claim.

7.5 Employee Benefit Plans. Buyer agrees to provide the Affected Employees with benefits substantially equal to the benefits provided by Company prior to Closing. In addition, Buyer agrees that it will credit Affected Employees with the same number of years of service that such employees had with the Company prior to Closing (i.e., if an Affected Employee had five years of service with the Company, Buyer will treat Affected Employee as having had five years with Buyer). As such, the Buyer will make available to the Affected Employees the same employment benefits he/she would have been entitled to receive had such Affected Employee been employed by Buyer for a period of time equal to his/her employment with the Company.

7.6 No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any of Company's employees, former employees, collective bargaining representatives, job applicants, any association or group of such persons or any Affected Employees any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement, including, without limitation, any rights of employment.

ARTICLE 8
OTHER MATTERS

8.1 Patent Assignment and Cross-License and Trademark License Agreement. As an inducement to the parties to execute this Agreement and complete the transactions contemplated hereby, the Company and Buyer agree to enter into a Patent Assignment and Cross-License and Trademark License Agreement in the form attached hereto as Exhibit A (the "Patent Assignment and Cross-License and Trademark License Agreement").

8.2 Transition Services Agreement. As an inducement to the parties to execute this Agreement and complete the transactions contemplated hereby, the parties agree to enter into a Transition Services Agreement in the form attached hereto as Exhibit B (the "Transition Services Agreement").

8.3 Employment and Noncompetition Agreement. At the Closing, Company shall cause to be delivered to Buyer Employment and Noncompetition Agreements in a form requested by Buyer executed by each of the Key Employees.

8.4 Noncompetition; Confidentiality. Subject to the Closing, and as an inducement to Buyer to execute this Agreement and complete the transactions contemplated hereby, and in order to preserve the goodwill associated with the Business, and in addition to and not in

limitation of any covenants contained in any agreement executed and delivered pursuant to Section 8.4 hereof, Company hereby covenants and agrees as follows:

8.4(a) Covenant Not to Compete. For a period of seven (7) years from the Closing Date (except pursuant to subsection 8.4(a)(iii)), Company will not directly or indirectly engage in any Competitive Activities (as hereinafter defined). The term "Competitive Activities" as used herein shall mean:

(i) directly or indirectly engaging in, continuing in or carrying on the Business, or any businesses substantially similar thereto, including any carrier related products in the semiconductor industry or any injection molded materials handling products in any other industry, and including owning or controlling any financial interest in any corporation, partnership, firm or other form of business organization which competes with or is engaged in or carries on any aspect of such business or any business substantially similar thereto;

(ii) consulting with or advising, whether or not for consideration, any corporation, partnership, firm or other business organization which is, at the time such consultation or advice is given, a competitor of Buyer with respect to any aspect of the Business or Purchased Assets which Buyer is acquiring hereunder, whether or not related to the semiconductor industry, including, but not limited to, advertising or otherwise endorsing the products of any such competitor; soliciting customers or otherwise serving as an intermediary for any such competitor; loaning money or rendering any other form of financial assistance to or engaging in any form of business transaction on other than an arms' length basis with any such competitor; provided, however, that this restriction shall not prevent the Company from continuing to work with its customers in the ordinary course of business.

(iii) for a period of three (3) years from the Closing Date, offering employment to an Affected Employee, without the prior written consent of Buyer; or

(iv) engaging in any practice the purpose of which is to evade the provisions of this covenant not to compete.

provided, however, that the term "Competitive Activities" shall not include the ownership of securities of corporations which are listed on a national securities exchange or traded in the national over-the-counter market in an amount which shall not exceed 5% of the outstanding shares of any such corporation. The parties agree that the geographic scope of this covenant not to compete shall extend world wide. Except as set forth on Schedule 8.4(a) of

the Disclosure Schedule, the parties agree that Buyer may sell, assign or otherwise transfer this covenant not to compete, in whole or in part, to any person, corporation, firm or entity that purchases all or part of the Business or the Purchased Assets. In the event a court of competent jurisdiction determines that the provisions of this covenant not to compete are excessively broad as to duration, geographical scope, industry, or activity, it is expressly agreed that this covenant not to compete shall be construed so that the remaining provisions shall not be affected, but shall remain in full force and effect, and any such over broad provisions shall be deemed, without further action on the part of any person, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in such jurisdiction.

8.4(b) Covenant of Confidentiality. Company shall not at any time subsequent to the Closing, except as explicitly requested by Buyer, (i) use for any purpose, (ii) disclose to any person, or (iii) keep or make copies of documents, tapes, discs or programs containing, any confidential information concerning the Business, the Purchased Assets or the Assumed Liabilities. For purposes hereof, "confidential information" shall mean and include, without limitation, all Trade Rights which are Purchased Assets, all customer lists and customer information of the Business, and all other information concerning the processes, apparatus, equipment, packaging, Products, marketing and distribution methods of the Business, not previously disclosed to the public directly by Company; provided, however, that this restriction shall not prevent the Company from continuing to utilize customer lists and customer information in continuing the ordinary course of its business with such customers.

8.4(c) Equitable Relief for Violations. Company agrees that the provisions and restrictions contained in this Section 8.4 are necessary to protect the legitimate continuing interests of Buyer in acquiring the Business through the purchase of the Purchased Assets and the assumption of the Assumed Liabilities, and that any violation or breach of these provisions will result in irreparable injury to Buyer for which a remedy at law would be inadequate and that, in addition to any relief at law which may be available to Buyer for such violation or breach and regardless of any other provision contained in this Agreement, Buyer shall be entitled to injunctive and other equitable relief as a court may grant after considering the intent of this Section 8.4.

8.4(d) Transition Services Agreement and Patent Assignment and Cross-License and Trademark License Agreement. Nothing in this Section 8.4 shall prevent the Company from performing its obligations under the Transition Services Agreement or the Patent Assignment and Cross-License and Trademark License Agreement entered into between Buyer and the Company.

8.5 HSR Act Filings. To the extent such filings are determined to be necessary or have not been completed prior to the execution of this Agreement, each of Company and Buyer shall, in cooperation with the other, file any reports or notifications that may be required to be filed by it under the HSR Act, with the Federal Trade Commission and the Antitrust Division of the Department of Justice, and shall furnish to the other all such information in its possession as may be necessary for the completion of the reports or notifications to be filed by the other. Prior to making any communication, written or oral, with the Federal Trade Commission, the Antitrust Division of the federal Department of Justice or any other governmental agency or authority or members of their respective staffs with respect to this Agreement or the transactions contemplated hereby, the Company shall consult with Buyer.

8.6 Access to Information and Records. After the Closing, each party will afford the other party, its counsel, accountants and other representatives, during normal business hours, reasonable access to the books, records and other data in such party's possession relating directly or indirectly to the properties, liabilities or operations of the Business, with respect to periods prior to the Closing, and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required by the requesting party for any proper business purpose. Each party agrees for a period extending six years after the Closing not to destroy or otherwise dispose of any such records without first offering in writing to surrender such records to the other party, which party shall have ten (10) days after such offer to agree in writing to take possession thereof.

8.7 Bulk Sales Compliance. Following the execution of this Agreement, unless compliance with this Section 8.7 is waived by Buyer, Buyer and Company shall cooperate in complying with all provisions of the bulk sales or bulk transfer statutes of all states having jurisdiction, in such a way as to provide Buyer the greatest measure of protection against the creditors of Company allowable under all such statutes.

ARTICLE 9
FURTHER COVENANTS OF THE PARTIES

9.1 Covenants of Company. The Company covenants and agrees as follows, which covenants shall survive Closing:

9.1(a) Consents. Company has obtained all consents necessary for the consummation of the transactions contemplated hereby, including, without limitation, the consent of each lessor of personal property leased by Company under leases being assumed by Buyer herein to assignment of the lessee's interest under the lease of such property to Buyer. All such consents shall be in writing and executed counterparts thereof shall be delivered to Buyer promptly after Company's receipt thereof but in no event later than two business days prior to the Closing.

9.1(b) Other Action. Company shall use its best efforts to cause the fulfillment at the earliest practicable date of all of the conditions to the parties' obligations to consummate the transactions contemplated in this Agreement.

9.1(c) Disclosure. Company shall have a continuing obligation to promptly notify Buyer in writing with respect to any matter hereafter arising or discovered which, if existing or known at the date of this Agreement, would have been required to be set forth or described in the Disclosure, but no such disclosure shall cure any breach of any representation or warranty which is inaccurate.

9.1(d) Process for Product Compatibility. Company agrees that it will use commercially reasonable efforts to comply with the general principles set forth in the Process for Resolution of Product Compatibility described on Schedule 8.8 of the Disclosure Schedule.

9.1(e) Confidentiality/Non-Disclosure Agreements. The Company agrees to work with Buyer in enforcing any confidentiality and non-disclosure agreements it has entered into with third parties prior to Closing which relate to the Business.

9.1(f) 300mm Dome Tool. The Company agrees that the Purchased Assets includes a 300mm Dome Tool which is located in Malaysia and is in the process of being developed. The Company agrees to pay for the completion of this tool and will use its commercially reasonable efforts to timely complete and deliver such tool to Buyer after the Closing Date.

9.1(g) Accounts Receivable. In the event that inventory valued at approximately $300,000 is returned by United Microelectronics Corporation or such inventory is modified by Buyer, the Company agrees that such inventory shall be included in the Purchased Assets and Company shall have no rights to any accounts receivable in connection with such inventory whether arising prior to, on or after the Closing Date. In the event United Microelectronics Corporation pays the Company for such inventory, without modification, Company shall be entitled to keep such payment.

9.2 Covenants of Buyer. The Buyer covenants and agrees as follows which covenants shall survive Closing:

9.2(a) Process for Resolution of Product Compatibility. The Buyer agrees to use commercially reasonable efforts to comply with the general principles set forth in the Process for Resolution of Product Compatibility described on Schedule 8.8 of the Disclosure Schedule.

ARTICLE 10

CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

Each and every obligation of Buyer to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

10.1 Representations and Warranties True on the Closing Date. Each of the representations and warranties made by Company in this Agreement, and the statements contained in the Disclosure Schedule or in any instrument, list, certificate or writing delivered by Company pursuant to this Agreement, shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for any changes permitted by the terms of this Agreement or consented to in writing by Buyer.

10.2 Compliance With Agreement. Company shall have in all material respects performed and complied with all of its agreements and obligations under this Agreement which are to be performed or complied with by Company prior to or on the Closing Date, including the delivery of the closing documents specified in Section 13.1.

10.3 Absence of Suit. No action, suit or proceeding before any court or any governmental authority shall have been commenced or threatened, and no investigation by any governmental or regulating authority shall have been commenced, against Buyer, Company or any of the affiliates, officers or directors of any of them, seeking to restrain, prevent or change the transactions contemplated hereby, or questioning the validity or legality of any such transactions, or seeking damages in connection with, or imposing any condition on, any such transactions.

10.4 Consents and Approvals. All approvals, consents and waivers that are required to effect the transactions contemplated hereby including but not limited to the consent of Comerica Bank – California shall have been received, and executed counterparts thereof shall have been delivered to Buyer. Notwithstanding the foregoing, receipt of the consent of any third party to the assignment of an Assumed Contract which is not (and is not required to be) disclosed in the Disclosure Schedule shall not be a condition to Buyer's obligation to close, provided that the aggregate of all such Contracts does not represent a material portion of the sales or expenditures of the Business. After the Closing, Company will continue to use its commercially reasonable efforts to obtain any such consents or approvals, and Company shall not hereby be relieved of any liability hereunder for failure to perform any of its covenants or for the inaccuracy of any representation or warranty.

10.5 Buyer Consents and Approvals. Buyer shall have received approval by its Board of Directors and Buyer shall have received approval from Wells Fargo Bank, N.A. to consummate this Agreement and the transactions contemplated hereby.

10.6 Closing Documents. Company shall have executed and delivered all of the documents to be delivered by Company as set forth in Section 13.1.

ARTICLE 11
CONDITIONS PRECEDENT TO COMPANY'S OBLIGATIONS

Each and every obligation of Company to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following conditions:

11.1 Representations and Warranties True on the Closing Date. Each of the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date.

11.2 Compliance With Agreement. Buyer shall have in all material respects performed and complied with all of Buyer's agreements and obligations under this Agreement which are to be performed or complied with by Buyer prior to or on the Closing Date, including the delivery of the closing documents specified in Section 13.2.

11.3 Absence of Suit. No action, suit or proceeding before any court or any governmental authority shall have been commenced or threatened, and no investigation by any governmental or regulating authority shall have been commenced, against Buyer, Company or any of the affiliates, officers or directors of any of them, seeking to restrain, prevent or change the transactions contemplated hereby, or questioning the validity or legality of any such transactions, or seeking damages in connection with, or imposing any condition on, any such transactions.

11.4 Consents. Company shall have obtained approval by its Board of Directors and Comerica Bank – California pursuant to the Loan and Security Agreement entered into between such bank and Company to consummate the transactions contemplated hereby.

11.5 Closing Documents. Buyer shall have executed and delivered all of the documents to be delivered by Buyer as set forth in Section 13.2.

ARTICLE 12
INDEMNIFICATION

12.1 By Company. Subject to the terms and conditions of this Article 12, Company hereby agrees to indemnify, defend and hold harmless Buyer, and its directors, officers, employees and controlled and controlling persons (hereinafter "Buyer's affiliates"), from and against all Claims asserted against, resulting to, imposed upon, or incurred by Buyer, Buyer's affiliates, the Business or the Purchased Assets, by reason of, arising out of or resulting from (a) the inaccuracy or breach of any representation or warranty of Company

contained in or made pursuant to this Agreement (regardless of whether such breach is deemed "material"); (b) the breach of any covenant of Company contained in this Agreement (regardless of whether such breach is deemed "material"); or (c) any Claim of or against Company, the Purchased Assets or the Business not specifically assumed by Buyer pursuant hereto. As used in this Article 12, the term "Claim" shall include (i) any liability not assumed by Buyer; (ii) all losses, damages (including, without limitation, consequential damages), judgments, awards, settlements, costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated matter), penalties, court costs and attorneys fees and expenses); and (iii) all demands, claims, actions, costs of investigation, causes of action, proceedings and assessments, whether or not ultimately determined to be valid.

12.2 By Buyer. Subject to the terms and conditions of this Article 12, Buyer hereby agrees to indemnify, defend and hold harmless Company, its directors, officers, employees and controlling persons, from and against all Claims asserted against, resulting to, imposed upon or incurred by any such person, directly or indirectly, by reason of or resulting from (a) the inaccuracy or breach of any representation or warranty of Buyer contained in or made pursuant to this Agreement (regardless of whether such breach is deemed "material"); (b) the breach of any covenant of Buyer contained in this Agreement (regardless of whether such breach is deemed "material"); or (c) all Claims of or against Company specifically assumed by Buyer pursuant hereto.

12.3 Indemnification of Third-Party Claims. The obligations and liabilities of any party to indemnify any other under this Article 12 with respect to Claims relating to third parties shall be subject to the following terms and conditions:

12.3(a) Notice and Defense. The party or parties to be indemnified (whether one or more, the "Indemnified Party") will give the party from whom indemnification is sought (the "Indemnifying Party") prompt written notice of any such Claim, and the Indemnifying Party will undertake the defense thereof by representatives chosen by it. Failure to give such notice shall not affect the Indemnifying Party's duty or obligations under this Article 12, except to the extent the Indemnifying Party is prejudiced thereby. So long as the Indemnifying Party is defending any such Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense. So long as the Indemnifying Party is defending any such Claim actively and in good faith, the Company shall not pay for separate counsel for Buyer of Buyer's choice.

12.3(b) Failure to Defend. If the Indemnifying Party, within a reasonable time after notice of any such Claim, fails to defend such Claim actively and in good

faith, the Indemnified Party will have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise, settlement or consent to judgment; provided, however, that the Indemnified Party will use commercially reasonable efforts to notify and obtain the consent of the Indemnifying Party, which consent will not be unreasonably withheld.

12.3(c) Indemnified Party's Rights. Anything in this Section 12 to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Claim.

12.4 Indemnification Regarding Warranty/Services. [*] for all warranty and service obligations for [*] which exceed [*] of warranty expense under Article 2 hereof. The indemnification obligations by [*] under this Section 12.4 is not subject to the minimum $225,000.00 threshold limitation set forth in Section 12.6(b) below.

12.5 Payment. The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Article 12, which payment may be accomplished in whole or in part, as set forth in Section 12.8, by the Indemnified Party setting off any amount owed to the Indemnifying Party by the Indemnified Party. To the extent set-off is made by an Indemnified Party in satisfaction or partial satisfaction of an indemnity obligation under this Article 12 that is disputed by the Indemnifying Party, upon a subsequent determination by final judgment not subject to appeal that all or a portion of such indemnity obligation was not owed to the Indemnified Party, the Indemnified Party shall pay the Indemnifying Party the amount which was set off and not owed together with interest from the date of set-off until the date of such payment at an annual rate equal to the average annual rate in effect as of the date of the set-off, on those three maturities of United States Treasury obligations having a remaining life, as of such date, closest to the period from the date of the set-off to the date of such judgment. Upon judgment, determination, settlement or compromise of any third party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond

to stay execution of the judgment pending appeal. Upon the payment in full by the Indemnifying Party of such amounts, the Indemnifying Party shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the third party who made such third party Claim.

12.6 Limitations on Indemnification. Except for any fraud, willful or knowing breach or misrepresentation, as to which claims may be brought without limitation as to time or amount:

12.6(a) Time Limitation. No claim or action shall be brought under this Article 12 for breach of a representation or warranty after the lapse of two (2) years following the Closing. Regardless of the foregoing, however, or any other provision of this Agreement:

(i) The time limitation on claims on actions brought for breach of any representation or warranty made in or pursuant to Section 5.9(a) shall be the applicable statutory limitation period with respect thereto.

(ii) Any claim or action brought for breach of any representation or warranty made in or pursuant to Section 5.3 may be brought at any time until the underlying tax obligation is barred by the applicable period of limitation under federal and state laws relating thereto (as such period may be extended by waiver).

(iii) Any claim made by a party hereunder by filing a suit or action in a court of competent jurisdiction or a court reasonably believed to be of competent jurisdiction or by a demand for arbitration in accordance with Article 18 hereof for breach of a representation or warranty prior to the termination of the survival period for such claim shall be preserved despite the subsequent termination of such survival period.

(iv) If any act, omission, disclosure or failure to disclosure shall form the basis for a claim for breach of more than one representation or warranty, and such claims have different periods of survival hereunder, the termination of the survival period of one claim shall not affect a party's right to make a claim based on the breach of representation or warranty still surviving.

12.6(b) Amount Limitation. Except with respect to claims for breaches of representations or warranties contained in Section 5.9(a) and claims related to Sections 12.1(c), 12.4, and 12.5, an Indemnified Party shall not be entitled to indemnification under this Article 12 for breach of a representation or warranty unless the aggregate of the Indemnifying Party's indemnification obligations to the Indemnified Party pursuant to this Article 12 (but for this Section 12.7(b)) exceeds Two Hundred Twenty-Five Thousand and no/100 Dollars ($225,000.00); but in such event, the Indemnified Party shall be

entitled to indemnification in full for all breaches of representations and/or warranties. Except with respect to claims related to Sections 12.1(c), the liability of Company under this Article 12 shall be limited to Seven Million Five Hundred Thousand and no/100 Dollars ($7,500,000.00).

12.7 No Waiver. The closing of the transactions contemplated by this Agreement shall not constitute a waiver by any party of its rights to indemnification hereunder, regardless of whether the party seeking indemnification has knowledge of the breach, violation or failure of condition constituting the basis of the Claim at or before the Closing, and regardless of whether such breach, violation or failure is deemed to be "material."

12.8 Right to Set-Off. If a claim for indemnification is made by the Buyer as the Indemnified Party under this Article 12, the Buyer shall by written notice to the Company (and without limiting any other rights it may have at law or in equity) offset such amount by (i) any payments due Company under the Escrow Agreement; and (ii) any payments due Company under the Patent Assignment and Cross-Licensing Agreement and Trademark Agreement. To the extent that the amount due from the Company exceeds any offset amounts which are payable within sixty (60) days, or to the extent that the amount due from the Company exceeds Five Hundred Thousand and no/100 Dollars ($500,000.00), the difference shall be due from the Company promptly.

12.9 Exclusivity of Article 12 Indemnity. Each Indemnified Party acknowledges that, from and after the Closing Date, its sole and exclusive remedy with respect to any and all claims and causes of action relating to this Agreement and the transactions contemplated hereby shall be pursuant to the indemnification provisions set forth in this Article 12. In furtherance of the foregoing, each Indemnified Party hereby waives and releases, from and after the Closing Date, any and all rights, claims, and causes of action (other than indemnity claims arising under this Article 12) it may have relating to this Agreement and the transactions contemplated hereby. Each Indemnified Party makes this waiver and release with full knowledge that it may be releasing presently unknown or unsuspected claims.

ARTICLE 13
CLOSING

The closing of this transaction ("the Closing") shall take place on February 11, 2003, by facsimile transmission, or at such other time, place, and method as the parties hereto shall agree upon. Such date is referred to in this Agreement as the "Closing Date."

13.1 Documents to be Delivered by Company. At the Closing, Company shall deliver to Buyer the following documents, in each case duly executed or otherwise in proper form:

13.1(a) Deeds, Bills of Sale. Warranty deeds to real estate and bills of sale and such other instruments of assignment, transfer, conveyance and endorsement as

will be sufficient in the opinion of Buyer and its counsel to transfer, assign, convey and deliver to Buyer the Purchased Assets as contemplated hereby.

13.1(b) Compliance Certificate. A certificate signed by the chief executive officer of Company that each of the representations and warranties made by Company in this Agreement is true and correct in all material respects on and as of the Closing Date, and that Company has performed and complied with all of Company's obligations under this Agreement which are to be performed or complied with on or prior to the Closing Date.

13.1(c) Opinion of Counsel. A written opinion of Cooley Godward, LLP, counsel to Company, dated as of the Closing Date, addressed to Buyer, substantially in the form of Exhibit D hereto.

13.1(d) Employment and Noncompetition Agreements. The Employment and Noncompetition Agreements referred to in Sections 7.1 and 8.3, duly executed by the persons referred to in such Sections.

13.1(e) Certified Resolutions. A certified copy of the resolutions of the Board of Directors of Company authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement.

13.1(f) Patent Assignment and Cross-License and Trademark License Agreement. The Patent Assignment and Cross-License and Trademark License Agreement duly executed by the Company in the form of Exhibit A hereto.

13.1(g) Transition Services Agreement. The Transition Services Agreement duly executed by Company in form of Exhibit B hereto.

13.1(h) Incumbency Certificate. Incumbency certificates relating to each person executing any document executed and delivered to Buyer pursuant to the terms hereof.

13.1(i) Other Documents. All other documents, instruments or writings required to be delivered to Buyer at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Buyer may reasonably request.

13.2 Documents to be Delivered by Buyer. At the Closing, Buyer shall deliver to Company the following documents, in each case duly executed or otherwise in proper form:

13.2(a) Cash Purchase Price. To Company by wire transfer as required by Section 4.1(a) hereof.

13.2(b) Assumption of Liabilities. Such undertakings and instruments of assumption as will be reasonably sufficient in the opinion of Company and its counsel to evidence the assumption of Company debts, liabilities and obligations as provided for in Section 3.1.

13.2(c) Compliance Certificate. A certificate signed by the chief operating officer of Buyer that the representations and warranties made by Buyer in this Agreement are true and correct on and as of the Closing Date, and that Buyer has performed and complied with all of Buyer's obligations under this Agreement which are to be performed or complied with on or prior to the Closing Date.

13.2(d) Opinion of Counsel. A written opinion of Dunkley, Bennett, Christensen & Madigan, P.A., counsel to Buyer, dated as of the Closing Date, addressed to Company, in substantially the form of Exhibit E hereto.

13.2(e) Certified Resolutions. A certified copy of the resolutions of the Board of Directors of Buyer authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement.

13.2(f) Patent Assignment and Cross-License and Trademark License Agreement. The Patent Assignment and Cross-License and Trademark License Agreement duly executed by Buyer in the form of Exhibit A hereto.

13.2(g) Transition Services Agreement. The Transition Services Agreement duly executed by Buyer in the form of Exhibit B hereto.

13.2(h) Incumbency Certificate. Incumbency certificates relating to each person executing any document executed and delivered to Company by Buyer pursuant to the terms hereof.

13.2(i) Other Documents. All other documents, instruments or writings required to be delivered to Company at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Company may reasonably request.

ARTICLE 14
DISCLOSURE SCHEDULE

The Schedules are attached to this Agreement (the "Disclosure Schedule") and have been executed by Company and dated and delivered to Buyer on the date hereof. Information set forth in the Disclosure Schedule specifically refers to the article and section of this Agreement to which such information is responsive and such information shall not be deemed to have been disclosed with respect to any other article or section of this Agreement or for any other purpose

except where appropriate, provided such disclosure is obvious and clear. The Disclosure Schedule shall not vary, change or alter the language of the representations and warranties contained in this Agreement and, to the extent the language in the Disclosure Schedule does not conform in every respect to the language of such representations and warranties, such language shall be disregarded and be of no force or effect.

ARTICLE 15
FURTHER ASSURANCE

From time to time and without further consideration, each party hereto will execute and deliver to the other party hereto such documents and take such other action as may be reasonably required or requested in order to consummate more effectively the transactions contemplated hereby and to vest in Buyer good, valid and marketable title to the Purchased Assets.

ARTICLE 16
ANNOUNCEMENTS

Announcements concerning the transactions provided for in this Agreement by either Company or Buyer shall be subject to the approval of the other in all essential respects, except that one party's approval shall not be required as to any statements and other information which the other party may submit to the Securities and Exchange Commission, or their stockholders or be required to make pursuant to any rule or regulation of the Securities and Exchange Commission or NASDAQ, or otherwise required by law.

ARTICLE 17
ASSIGNMENT; PARTIES IN INTEREST

17.1 Assignment. Except as expressly provided herein, the rights and obligations of a party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other parties. Notwithstanding the foregoing, Buyer may, without consent of any other party, cause one or more subsidiaries of Buyer to carry out all or part of the transactions contemplated hereby; provided, however, that Buyer shall, nevertheless, remain liable for all of its obligations, and those of any such subsidiary, to Company hereunder.

17.2 Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

ARTICLE 18

RESOLUTION OF DISPUTES

18.1 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or any contract or agreement entered into pursuant hereto or the performance by the parties of its or their terms shall be settled by binding arbitration held in Denver, Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, except as specifically otherwise provided in this Article 18. Notwithstanding the foregoing, Buyer may, in its discretion, apply to a court of competent jurisdiction for equitable relief from any violation or threatened violation of the covenants of Company under Section 8.4 of this Agreement, or any covenants not to compete contained in any Employment and Noncompetition Agreement delivered pursuant to Section 8.3 hereof.

18.2 Arbitrators. The panel to be appointed shall consist of one neutral arbitrator approved by the parties.

18.3 Procedures; No Appeal. The arbitrator shall allow such discovery as the arbitrator determine appropriate under the circumstances and shall resolve the dispute as expeditiously as practicable, and if reasonably practicable, within 120 days after the selection of the arbitrator. The arbitrator shall give the parties written notice of the decision, with the reasons therefor set out, and shall have 30 days thereafter to reconsider and modify such decision if any party so requests within 10 days after the decision. Thereafter, the decision of the arbitrator shall be final, binding, and nonappealable with respect to all persons, including (without limitation) persons who have failed or refused to participate in the arbitration process.

18.4 Authority. The arbitrator shall have authority to award relief under legal or equitable principles, including interim or preliminary relief, and to allocate responsibility for the costs of the arbitration and to award recovery of attorneys fees and expenses in such manner as is determined to be appropriate by the arbitrator(s).

18.5 Entry of Judgment. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having in personam and subject matter jurisdiction. Company and Buyer hereby submit to the in personam jurisdiction of the Federal and State courts in Minneapolis, Minnesota, for the purpose of confirming any such award and entering judgment thereon.

18.6 Confidentiality. All proceedings under this Article 18, and all evidence given or discovered pursuant hereto, shall be maintained in confidence by all parties.

18.7 Continued Performance. The fact that the dispute resolution procedures specified in this Article 18 shall have been or may be invoked shall not excuse any party from performing its obligations under this Agreement and during the pendency of any such procedure all parties shall continue to perform their respective obligations in good faith, subject to any rights to terminate this Agreement that may be available to any party and to the right of setoff provided in Section 12.4 hereof.

18.8 Tolling. All applicable statutes of limitation shall be tolled while the procedures specified in this Article 18 are pending. The parties will take such action, if any, required to effectuate such tolling.

ARTICLE 19
LAW GOVERNING AGREEMENT

This Agreement may not be modified or terminated orally, and shall be construed and interpreted according to the internal laws of the State of Minnesota, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

ARTICLE 20
AMENDMENT AND MODIFICATION

Buyer and Company may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

ARTICLE 21
NOTICE

All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to Buyer, to:
Entegris, Inc.
3500 Lyman Boulevard
Chaska, Minnesota 55318
Attention: James Dauwalter
Facsimile: (952) 556-8644

(with a copy to)

Anthony Marick, Esq.
Dunkley, Bennett, Christensen & Madigan, P.A.
701 Fourth Avenue South, Suite 700
Minneapolis, Minnesota 55415
Facsimile: (510) 339-9545

or to such other person or address as Buyer shall furnish to Company in writing.

(b) If to Company, to:
Asyst Technologies, Inc.
48761 Kato Road
Fremont, California 94538
Attention: Dr. Stephen S. Schwartz
Facsimile: (510) 661-5151

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(with a copy to)

James C. Kitch
Cooley Godward, LLP
Five Palo Alto Square
3000 El Camino Real
Palo Alto, California 94306
Facsimile: (650) 849-7400

or to such other person or address as Company shall furnish to Buyer in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

ARTICLE 22
EXPENSES

Regardless of whether or not the transactions contemplated hereby are consummated:

22.1 Brokerage. Except as to U.S. Bancorp Piper Jaffray, Inc., who shall be compensated by Company, Company and Buyer each represent and warrant to each other that there is no broker involved or in any way connected with the transactions provided for herein. Buyer agrees to hold Company harmless from and against all other claims for brokerage commissions or finder's fees incurred through any act of Buyer in connection with the execution of this Agreement or the transactions provided for herein. Company agrees to hold Buyer harmless from and against all other claims for brokerage commissions or finder's fees incurred through any act of Company or any shareholder in connection with the execution of this Agreement or the transactions provided for herein.

22.2 Expenses to be Paid by Company. Company shall pay, and shall indemnify, defend and hold Buyer harmless from and against, each of the following:

22.2(a) Professional Fees. All fees and expenses of Company's legal, accounting, investment banking and other professional counsel in connection with the transactions contemplated hereby.

22.3 Other. Except as otherwise provided herein, each of the parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.

22.4 Costs of Litigation or Arbitration. The parties agree that (subject to the discretion, in an arbitration proceeding, of the arbitrator as set forth in Section 18.4) the prevailing party in any action brought with respect to or to enforce any right or remedy under this Agreement shall be entitled to recover from the other party or parties all reasonable costs and expenses of any nature whatsoever incurred by the prevailing party in connection with such action, including without limitation attorneys' fees and prejudgment interest.

ARTICLE 23
ENTIRE AGREEMENT

Other than a side letter, Transition Services Agreement, and Patent Assignment and Cross-License and Trademark License Agreement entered into between the parties as of the Closing Date, this instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein and the mutual nondisclosure agreement entered into by the parties, dated August 8, 2002, as extended.

ARTICLE 24
COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 25
HEADINGS

The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

ARTICLE 26
SEVERABILITY

In case any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal, and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case the validity, legality, and

enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

ARTICLE 27
THIRD-PARTY BENEFICIARIES

With the exception of the parties to this Agreement, there shall exist no right of any person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

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

	ASYST TECHNOLOGIES, INC.		ENTEGRIS, INC.
By:	/s/ Geoffrey G. Ribar	By:	/s/ Michael Wright
Its:	Senior Vice President and Chief Financial Officer	Its:	Chief Operating Officer

ENTEGRIS CAYMAN LTD.

By: /s/ John D. Villas

Its: Director

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EXHIBIT 10.2

CREDIT AGREEMENT

Dated as of November 30, 1999

Among

ENTEGRIS, INC.,
as Borrower

and

THE BANKS NAMED HEREIN,
as Banks

and

NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION,
as Agent

TABLE OF CONTENTS

LIST OF EXHIBITS

LIST OF SCHEDULES

CREDIT AGREEMENT

This Credit Agreement is dated as of November 30, 1999, by and among ENTEGRIS, INC., a Minnesota corporation (the "Borrower"), and each of the banks appearing on the signature pages hereof, together with such other banks as may from time to time become a party to this Agreement pursuant to the terms and conditions of Article VIII hereof (herein collectively called the "Banks" and individually each called a "Bank"), and NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, a national banking association, in its separate capacity as administrative agent for itself and all other Banks (in such capacity, the "Agent").

ARTICLE I

Definitions

Section 1.1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in the preamble have the meanings therein assigned to them;

(b) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(c) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP; and

(d) all accounting terms, unless otherwise specified, shall

be deemed to refer to Persons and their Subsidiaries on a consolidated basis in accordance with GAAP.

"Adjustment Date" has the meaning specified in Section 8.12.

"Advance" means a loan of funds by a Bank to the Borrower under the Revolving Facility.

"Affiliate" means, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, (i) ten percent (10%) or more of a Person that is publicly held or (ii) fifty percent (50%) or more of a Person that is privately held, of the stock having ordinary voting power in the election of directors of such Person, (b) each Person that controls, is controlled by or is under common control with such Person or (c) each of such Person's, officers, directors, joint venturers and partners. For purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or

otherwise; provided, however, that the term "Affiliate" shall in no event include the Agent or a Bank.

"Agent" has the meaning specified in the preamble.

"Agent's Administrative Fee" shall have the meaning specified in Section 2.12(a).

"Agreement" means this Credit Agreement and all exhibits, amendments and supplements hereto and all restatements thereof.

"Applicant" has the meaning specified in Section 8.12.

"Assignment Certificate" has the meaning specified in Section 8.12.

"Bank" or "Banks" has the meaning specified in the preamble.

"Base Rate" means the rate of interest publicly announced from time to time by Norwest as its "base" rate or any similar successor rate, which rate shall change when and as that same rate or successor rate changes.

"Borrower" has the meaning specified in the preamble.

"Borrowing" means a borrowing by the Borrower under the Revolving Facility, consisting of the aggregate of all Revolving Advances made by the Banks to the Borrower pursuant to a request under Section 2.3.

"Business Day" means any day other than a Saturday or Sunday on which national banks are required to be open for business in Minnesota and in Illinois, and, in addition, if such day relates to a Eurodollar Rate Funding or fixing of a Eurodollar Rate, a day on which dealings in U.S. dollar deposits are carried on in the London interbank eurodollar market.

"Capital Adequacy Rule" has the meaning specified in Section 2.17(b)(ii).

"Capital Adequacy Rule Change" has the meaning specified in Section 2.17(b)(iii).

"Capitalized Lease Liabilities" of any Person means, with respect to the applicable Covenant Computation Period, all monetary obligations of such Person under any leasing or similar arrangement which, in accordance with GAAP, would be classified as capitalized leases, and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

"Cash Flow Available for Fixed Charges" of any Person means, with respect to the applicable Covenant Computation Period, such Person's Pre-Tax Earnings, plus Interest

Expense of such Person during such Covenant Computation Period, plus such Person's rental expenses with respect to operating leases during such Covenant Computation Period.

"Change of Control" means, with respect to any corporation, either (i) the acquisition by any "person" or "group" (as those terms are used in Sections 13(d) and 14(d) of the Exchange Act) of beneficial ownership (as defined in Rules 13d-3 and 13d-4 of the Securities and Exchange Commission, except that a Person shall be deemed to have beneficial ownership of all securities that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of 50% or more of the then-outstanding voting capital stock of such corporation; or (ii) a change in the composition of the board of directors of such corporation or any corporate parent of such corporation such that continuing directors cease to constitute more than 50% of such board of directors. As used in this definition, "continuing directors" means, as of any date, (i) those members of the board of directors of the applicable corporation who assumed office prior to such date, and (ii) those members of the board of directors of the applicable corporation who assumed office after such date and whose appointment or nomination for election by that corporation's shareholders was approved by a vote of at least 50% of the directors of such corporation in office immediately prior to such appointment or nomination.

"Closing Date" means the date of this Agreement.

"Commitment Fee" has the meaning specified in Section 2.12(b).

"Commitment Fee Percentage" means, as of the date of determination, the percentage set forth in the table below opposite the applicable range of the ratio of Total Funded Debt to EBITDA of the Borrower and its Subsidiaries as of such date of determination; provided, however, in no event shall the Commitment Fee Percentage be less than 0.250% during the period from the Closing Date through May 31, 2000. Reductions and increases in the Commitment Fee Percentage will be verified by the Agent upon receipt of the financial statements of the Borrower and its Subsidiaries and related compliance certificate as required under Section 5.1(b) of this Agreement. The ratio will be determined on the basis of a rolling four quarter calculation of the ratio of Total Funded Debt to EBITDA as of the last day of the most recent quarter-end reflected in the most recent financial statements delivered by the Borrower for the Borrower and its Subsidiaries under Section 5.1(b). Any reduction or increase in the Commitment Fee Percentage will become effective on the first day of the first month following the applicable Quarterly Financial Statement Due Date. If the Borrower fails to deliver the financial statements of the Borrower and its Subsidiaries and/or related compliance certificate required under Section 5.1(b) on or before the applicable Quarterly Financial Statement Due Date, the Borrower and its Subsidiaries shall be deemed to have a ratio of Total Funded Debt to EBITDA for such quarter of more than 2.50 to 1.00, and the Commitment Fee Percentage will be 0.350% beginning on the first day of the first month following such Quarterly Financial Statement Due Date and will continue as such until the Borrower delivers the financial statements of the Borrower and its Subsidiaries for the next fiscal quarter in accordance with Section 5.1(b).

Ratio of Total Funded Debt to EBITDA	Commitment Fee Percentage
* 2.50/1.00	0.350%
* 2.00/1.00 to ** 2.50/1.00	0.300%
* 1.00/1.00 to ** 2.00/1.00	0.250%
** 1.00/1.00	0.200%

* - less than or equal
** - greater than

"Covenant Computation Date" means the last day of each fiscal quarter of the Borrower, commencing with the fiscal quarter ending on November 27, 1999.

"Covenant Computation Period" means the twelve (12) consecutive calendar months immediately preceding and ending on a Covenant Computation Date.

"Debt" of any Person means, without duplication (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, reimbursement agreements, recourse agreements or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (d) all Capitalized Lease Liabilities of such Person, (e) all debt of others secured by a lien on any asset of such Person, whether or not such debt is assumed by such Person, (f) all debt of others guaranteed by such other Person, (g) all obligations of such Person to pay a specified purchase price for goods or services, whether or not delivered or accepted (i.e., take-or-pay and similar obligations), (h) all obligations of such Person under any interest rate swap program or any similar agreement, arrangement or undertaking relating to fluctuations in interest rates and (i) all obligations of such Person to advance funds to, or purchase assets, property or services from, any other Person in order to maintain the financial condition of such Person and (j) all obligations of such Person under a letter of credit reimbursement agreement with respect to letters of credit issued thereunder.

"Default" means an event that, with giving of notice or passage of time or both, would constitute an Event of Default.

"Default Percentage" means, as to any Bank, a fraction determined as of the termination of the Revolving Commitments following the occurrence of an Event of Default, the numerator of which equals the principal amount of all Obligations owed to such Bank on such date and the denominator of which equals the principal amount of all Obligations owed to all Banks on such date.

"Default Rate" shall have the meaning specified in Section 2.7(c).

"EBITDA" of a Person means, with respect to the applicable Covenant Computation Period, such Person's Pre-Tax Earnings plus its Interest Expense and Non-Cash Charges.

"Empak" means Empak, Inc., a Minnesota corporation, which is a wholly-owned Subsidiary of the Borrower.

"Environmental Laws" has the meaning specified in Section 4.12.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Eurodollar Rate" means, with respect to an Interest Period, the rate obtained by adding (a) the applicable Eurodollar Rate Margin to (b) the rate obtained by dividing (i) the applicable Eurodollar Base Rate by (ii) a percentage equal to one (1.00) minus the applicable percentage (expressed as a decimal) prescribed by the Board of Governors of the Federal Reserve System (or any successor thereto) for determining the maximum reserve requirements applicable to Eurodollar Rate Fundings (currently referred to as "Eurocurrency Liabilities" in Regulation D) or any other maximum reserve requirements applicable to a member bank of the Federal Reserve System with respect to such Eurodollar Rate Fundings.

"Eurodollar Rate Advance" means any Advance which bears interest at a rate determined by reference to a Eurodollar Rate.

"Eurodollar Base Rate" means, with respect to an Interest Period, the rate per annum equal to the rate (rounded up if necessary to the nearest one-sixteenth of one percent (1/16%)) determined by the Agent in accordance with Section 2.6 to be a rate at which U.S. dollar deposits are offered to major banks in the London interbank eurodollar market for funds to be made available on the first day of such Interest Period and maturing at the end of such Interest Period, as determined by the Agent between the opening of business and 12:00 Noon, Minneapolis, Minnesota time, on the second Business Day prior to the beginning of such Interest Period.

"Eurodollar Rate Funding" means any Funding which bears interest at a rate determined by reference to a Eurodollar Rate, including Eurodollar Rate Advances.

"Eurodollar Rate Margin" means, as of the date of determination, the percentage set forth in the table below opposite the applicable range of the ratio of Total Funded Debt to EBITDA of the Borrower and its Subsidiaries as of such date of determination; provided, however, in no event shall the Eurodollar Rate Margin be less than 1.500% during the period from the Closing Date through May 31, 2000. Reductions and increases in the Eurodollar Rate Margin will be verified by the Agent upon receipt of the financial statements of the Borrower and its Subsidiaries and related compliance certificate as

required under Section 5.1(b) of this Agreement. The ratio will be determined on the basis of a rolling four quarter calculation of the ratio of Total Funded Debt to EBITDA as of the last day of the most recent quarter-end reflected in the most recent financial statements delivered by the Borrower for the Borrower and its Subsidiaries under Section 5.1(b). Any reduction or increase in the Eurodollar Rate Margin will become effective on the first day of the first month following the applicable Quarterly Financial Statement Due Date. If the Borrower fails to deliver the financial statements of the Borrower and its Subsidiaries and/or related compliance certificate required under Section 5.1(b) on or before the applicable Quarterly Financial Statement Due Date, the Borrower and its Subsidiaries shall be deemed to have a ratio of Total Funded Debt to EBITDA for such quarter of more than 2.50 to 1.00, and the Eurodollar Rate Margin will be 1.750% beginning on the first day of the first month following such Quarterly Financial Statement Due Date and will continue as such until the Borrower delivers the financial statements for the Borrower and its Subsidiaries for the next fiscal quarter in accordance with Section 5.1(b).

Ratio of Total Funded Debt to EBITDA	Eurodollar Rate Spread for Revolving Advances
* 2.50/1.00	1.750%
* 2.00/1.00 to ** 2.50/1.00	1.625%
* 1.00/1.00 to ** 2.00/1.00	1.500%
** 1.00/1.00	1.375%

* - less than or equal
** - greater than

"Event of Default" has the meaning specified in Section 7.1.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Existing Letters of Credit" has the meaning specified in Section 2.6(a).

"Federal Funds Rate" means at any time an interest rate per annum equal to the weighted average of the rates for overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day for such transactions received by the Agent from three federal funds brokers of recognized standing selected by it, it being understood that the Federal Funds Rate for any day which is not a Business Day shall be the Federal Funds Rate for the next preceding Business Day.

"Fixed Charge Coverage Ratio" of any Person means, with respect to the applicable Covenant Computation Date, the ratio of (a) such Person's Cash Flow Available for Fixed Charges to (b) such Person's Fixed Charge Requirements.

"Fixed Charge Requirements" of any Person means, with respect to the applicable Covenant Computation Period, without duplication, the sum of (a) Interest Expense of such Person during such Covenant Computation Period, and (b) such Person's rental expenses with respect to operating leases during such Covenant Computation Period.

"Floating Rate" means an annual rate obtained by adding (a) the applicable Floating Rate Margin to (b) the higher of (i) the Base Rate or (ii) the Federal Funds Rate plus .50%, which Floating Rate shall change when and as the Base Rate or Federal Funds, as applicable, changes.

"Floating Rate Advance" means any Advance which bears interest at a rate determined by reference to the Floating Rate.

"Floating Rate Funding" means any Funding which bears interest at a rate determined by reference to the Floating Rate, including Floating Rate Advances.

"Floating Rate Margin" means, as of the date of determination, the percentage set forth below in the table opposite the applicable range of the ratio of Total Funded Debt to EBITDA of the Borrower and its Subsidiaries as of such determination. Reductions and increases in the Floating Rate Margin will be verified by the Agent upon receipt of the financial statements of the Borrower and its Subsidiaries and related compliance certificate as required under Section 5.1(b) of this Agreement. The ratio will be determined on the basis of a rolling four quarter calculation of the ratio of Total Funded Debt to EBITDA as of the last day of the most recent quarter-end reflected in the most recent financial statements delivered by the Borrower for the Borrower and its Subsidiaries under Section 5.1(b). Any reduction or increase in the Floating Rate Margin will become effective on the first day of the first month following the applicable Quarterly Financial Statement Due Date. If the Borrower fails to deliver the financial statements of the Borrower and its Subsidiaries and/or related compliance certificate required under Section 5.1(b) on or before the applicable Quarterly Financial Statement Due Date, the Borrower and its Subsidiaries shall be deemed to have a ratio of Total Funded Debt to EBITDA for such quarter of more than 2.50 to 1.00, and the Floating Rate Margin will be 0.125%, beginning on the first day of the first month following such Quarterly Financial Statement Due Date and will continue as such until the Borrower delivers the financial statements for the Borrower and its Subsidiaries for the next fiscal quarter in accordance with Section 5.1(b).

Ratio of Total Funded Debt to EBITDA	Floating Rate Margin
* 2.50/1.00	.125%
* 2.00/1.00 to ** 2.50/1.00	0.000%
* 1.00/1.00 to ** 2.00/1.00	0.000%
** 1.00/1.00	0.000%

* - less than or equal
** - greater than

"Fluoroware" means Fluoroware, Inc., a Minnesota corporation, which is a wholly-owned Subsidiary of the Borrower.

"Funded Debt" of any Person means all interest bearing Debt (including, without limitation, Subordinated Debt) of such Person, and shall include all interest-bearing Debt created, assumed or guaranteed by such Person either directly or indirectly, including obligations secured by liens upon property of such Person and upon which such Person customarily pays the interest, and all Capitalized Lease Liabilities.

"Funding" means a designated portion of outstanding principal indebtedness evidenced by a Revolving Note which bears interest at a rate determined by reference to a particular Eurodollar Rate or Floating Rate, as the case may be.

"GAAP" means generally accepted accounting principles as in

effect from time to time applied on a basis consistent with the accounting practices applied in the financial statements of the Borrower and its Subsidiaries referred to in Section 4.5.

"Guarantors" means Fluoroware and Empak.

"Guaranties" means the Guaranties of even date herewith from the Guarantors in favor of the Agent and the Banks, as the same may be amended, supplemented or restated from time to time.

"Hazardous Substance" means any asbestos, urea-formaldehyde, polychlorinated biphenyls, nuclear fuel or material, chemical waste, radioactive material, explosives, known carcinogens, petroleum products and by-products and other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Laws.

"IDRB Financing" means the financing related to the $1,000,000 Variable Rate Demand Industrial Development Refunding Revenue Bonds (Fluoroware, Inc. Project), City of Chaska, Minnesota.

"IDRB Letter of Credit" means the Irrevocable Standby Letter of Credit No. SB 4792 dated October 1, 1986 issued by Norwest in favor of First Trust Company, Inc. for the account of Fluoroware, as the same is now and may hereafter be amended from time to time.

"IDRB Letter of Credit Reimbursement Agreement" means the Standby Letter of Credit and Reimbursement Agreement dated as of October 1, 1986, between Fluoroware and Norwest, as the same is now and may hereafter be amended from time to time, pursuant to which Norwest issued the IDRB Letter of Credit.

"Indemnitees" has the meaning specified in Section 9.5.

"Interest Expense" of any Person means, with respect to the applicable Covenant Computation Period, the total gross interest expense on all Debt of such Person during such period, and shall in any event include, without limitation and without duplication, (a) accrued interest (whether or not paid) on all Debt, (b) the amortization of Debt discounts, (c) the amortization of all fees payable in connection with the incurrence of Debt to the extent included in interest expense, and (d) the interest portion of any Capitalized Lease Expenditure (determined in accordance with GAAP).

"Interest Period" means, relative to any Eurodollar Rate Funding, the period beginning on (and including) the date on which such Eurodollar Rate Funding is made, or continued as, or converted into, a Eurodollar Rate Funding pursuant to Sections 2.3, 2.4 or 2.5 and shall end on (but exclude) the day which numerically corresponds to such date one (1), two (2), three (3) or six (6) months thereafter (or, if such month has no numerically corresponding day, on the last Business Day of such month), as the Borrower may select in the relevant notice pursuant to Sections 2.3, 2.4, or 2.5; provided, however, that:

(a) no more than six (6) different Interest Periods may be outstanding at any one time;

(b) if an Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the next following Business Day (unless such next following Business Day is the first Business Day of a month, in which case such Interest Period shall end on the next preceding Business Day); and

(c) no Interest Period may end later than the Maturity Date.

"Letter of Credit" has the meaning specified in Section 2.6(b).

"Letter of Credit Amount" means the sum of (a) the aggregate face amount of all issued and outstanding Letters of Credit and (b) amounts drawn under Letters of Credit for which the Letter of Credit Bank has not been reimbursed with proceeds of a Borrowing or otherwise.

"Letter of Credit Bank" means Norwest, in its separate capacity as issuer of the Letters of Credit for the account of the Borrower pursuant to Section 2.6.

"Letter of Credit Fee" has the meaning specified in Section 2.6(c).

"Letter of Credit Fee Margin" means, as of the date of determination, a percentage equal to the applicable Eurodollar Rate Margin in effect on such date of determination.

"Letter of Credit Sublimit" means Ten Million Dollars ($10,000,000).

"Leverage Ratio" of any Person means, with respect to the applicable Covenant Computation Date, the ratio of (a) such Person's Funded Debt to (b) such Person's EBITDA.

"Loan Documents" means this Agreement, the Revolving Notes, the Guaranties, the Master Agreement for Standby Letters of Credit, all applications and other agreements relating to the Letters of Credit, and all other loan documents now or hereafter given by the Borrower or the Guarantors to the Agent and the Banks in connection with the Obligations of the Borrower under this Agreement.

"Master Agreement for Standby Letters of Credit" means the Master Security Agreement for Irrevocable Standby Letters of Credit of even date herewith from the Borrower in favor of the Letter of Credit Bank, as the same may be amended or restated from time to time.

"Material Adverse Effect" means, with respect to any event or circumstance, a material adverse effect on:

(a) the business, financial condition, operations or prospects of the Borrower and its Subsidiaries taken as a whole on a consolidated basis;

(b) the ability of the Borrower or any of its Subsidiaries to perform its obligations under any Loan Document to which it is a party;

(c) the validity, enforceability or collectibility of any Loan Document.

"Maturity Date" means November 30, 2002 with respect to the Revolving Facility.

"Net Income" of a Person means, with respect to the applicable Covenant Computation Period, such Person's after-tax net income as determined in accordance with GAAP.

"Net Worth" of any Person means, with respect to the applicable Covenant Computation Date, the aggregate capital and retained earnings of such Person, as determined in accordance with GAAP.

"Non-Cash Charges" of a Person means, with respect to the applicable Covenant Computation Period, such Person's depreciation, amortization, deferred taxes and other non-cash charges which have the effect of reducing Pre-Tax Earnings or Net Income, as the case may be, all as determined in accordance with GAAP.

"Norwest" means Norwest Bank Minnesota, National Association, its successors and assigns.

"Obligations" means each and every Debt, liability and other obligation of every type and description arising under or in connection with any of the Loan Documents which the Borrower may now or at any time hereafter owe to

a Bank or to the Banks or to the Agent, whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it is direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several, and including specifically, but not limited to, all indebtedness, liabilities and obligations of the Borrower arising under this Agreement or evidenced by the Revolving Notes.

"Outstanding Obligations" means, as of the date of determination, the outstanding principal amount of all Obligations.

"Payee" has the meaning specified in Section 2.16.

"Percentage" means, as to any Bank, the percentage set forth opposite such Bank's signature on the execution pages of this Agreement, or below such Bank's signature on any Assignment Certificate executed by such Bank, representing the ratio of such Bank's Revolving Commitment to the Revolving Commitment Amount.

"Permitted Liens" has the meaning specified in Section 6.1.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Plan" means an employee benefit plan maintained for employees of either of the Borrower or any Subsidiary of the Borrower and covered by Title IV of ERISA.

"Pre-Tax Earnings" of any Person means, with respect to the applicable Covenant Computation Period, such Person's Net Income, plus any provision for income taxes, all as determined in accordance with GAAP.

"Quarterly Financial Statement Due Date" means, with respect to any given fiscal quarter of the Borrower and its Subsidiaries, the day which is forty-five (45) calendar days after the last day of such fiscal quarter.

"Rate Hedging Obligations" means any and all obligations of the Borrower and its Subsidiaries, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all agreements, devices or arrangements designed to protect the Borrower or any Subsidiary from the fluctuations of interest rates, including interest rate exchange or swap agreements, reverse swap agreements, interest rate cap or collar protection agreements, and interest rate options, puts and warrants, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any of the foregoing.

"Reportable Event" has the meaning assigned to that term in Title IV of ERISA, but does not include any such event for which advance notification to the Pension Benefit Security Corporation is waived under ERISA or applicable regulations.

"Required Banks" means, at any time, two or more of the Banks holding at least sixty-six and sixty-seven hundredths percent (66.67%) of the Revolving Commitments, or, if the Revolving Commitments have been terminated or have expired, two or more of the Banks having at least sixty-six and sixty-seven hundredths percent (66.67%) of the Outstanding Obligations.

"Required Net Worth Amount" has the meaning specified in Section 5.11.

"Required Payment" has the meaning specified in Section 2.15(c).

"Return" has the meaning specified in Section 2.17(b)(i).

"Revolving Advance" means a loan of funds by a Bank to the Borrower under the Revolving Facility, including both Floating Rate Advances and Eurodollar Rate Advances made thereunder.

"Revolving Commitment" means, with respect to each Bank, the amount of the Revolving Commitment set forth opposite such Bank's name on the execution pages of this Agreement, or below such Bank's signature on an Assignment Certificate executed by such Bank, unless such amount is reduced pursuant to Section 2.14(a) hereof, in which event it means the amount to which said amount is reduced pursuant thereto, or as the context may require, the obligation of such Bank to make Revolving Advances, as contemplated in Section 2.1.

"Revolving Commitment Amount" shall mean Thirty Million Dollars ($30,000,000), being the maximum amount of the Revolving Commitments of all Banks, in

the aggregate, to make Revolving Advances to the Borrower pursuant to Section 2.1, subject to reduction in accordance with Section 2.14(a).

"Revolving Commitment Termination Date" means the earlier of (a) the Maturity Date with respect to the Revolving Facility or (b) the date on which the Revolving Commitments are terminated pursuant to Section 7.2 or reduced to zero pursuant to Section 2.14(a).

"Revolving Facility" means the revolving credit facility being made available to the Borrower by the Banks pursuant to Section 2.1.

"Revolving Facility Outstanding Amount" means, as of the date of determination, the sum of (a) the aggregate principal amount of all outstanding Revolving Advances and (b) the Letter of Credit Amount.

"Revolving Note" means a promissory note of the Borrower payable to a Bank in the amount of such Bank's Revolving Commitment, in substantially the form of Exhibit A (as such promissory note may be amended, extended or otherwise modified from time to time), evidencing the aggregate indebtedness of the Borrower to such Bank resulting from such Bank's Percentage of each Borrowing under the Revolving Facility, and also means each promissory note accepted by such Bank from time to time in substitution therefor or in renewal thereof.

"Subordinated Debt" means the Debt of the Borrower and its Subsidiaries which is subordinated in right of payment, in writing, on terms satisfactory to the Banks, to all indebtedness of the Borrower and its Subsidiaries to the Bank.

"Subsidiary" of a Person means any corporation, limited liability company, partnership or other entity of which more than fifty percent (50%) of the outstanding equity or membership interests or shares of capital stock having general voting power under ordinary circumstances to elect a majority of the board of directors (or other governing body) of such entity, (irrespective of whether or not at the time stock or membership interests of any other class or classes shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned by such Person, by such Person and one or more Subsidiaries of such Person, or by one or more other Subsidiaries of such Person.

"Taxes" has the meaning specified in Section 2.16.

"UCC" means the Uniform Commercial Code as in effect from time to time in the state designated in Section 9.7 (a) as the state whose laws shall govern this Agreement, or in any other state whose laws are held to govern this Agreement or any portion hereof.

"Year 2000 Compliant" has the meaning specified in Section 5.8.

ARTICLE II

CREDIT FACILITIES

Section 2.1. Commitment as to Revolving Facility. Each Bank

hereby agrees, on the terms and subject to the conditions herein set forth, to make Revolving Advances to the Borrower from time to time during the period from the date hereof to and including the Revolving Commitment Termination Date, in an aggregate amount at any time outstanding not to exceed such Bank's Percentage of each Borrowing from time to time requested by the Borrower under the Revolving Facility; provided, however, that (a) the Revolving Facility Outstanding Amount shall at no time exceed the Revolving Commitment Amount and (b) no Bank's Percentage of the Revolving Facility Outstanding Amount shall at any time exceed such Bank's Revolving Commitment. Within the above limits, the Borrower may obtain Revolving Advances, prepay Revolving Advances in accordance with the terms hereof and reborrow Revolving Advances in accordance with the applicable terms and conditions of this Article II.

Section 2.2. Procedures for Borrowing Under the Revolving Facility. Each Borrowing under the Revolving Facility shall be funded by the Banks as either Floating Rate Advances or Eurodollar Rate Advances, as the Borrower shall specify in the related notice of proposed Borrowing. Floating Rate Advances and Eurodollar Rate Advances may be outstanding at the same time. It is understood, however, that (i) in the case of a Borrowing which is to bear interest at a Floating Rate, the principal amount of the Borrowing shall be in an amount equal to or greater than $500,000 or a higher integral multiple of $100,000 and (ii) in the case of a Borrowing which is to bear interest at a Eurodollar Rate, the principal amount of the Borrowing shall be in an amount equal to $1,000,000 or a higher integral multiple of $100,000. The Borrower shall give notice to the Agent of each proposed Borrowing not later than 10:00 a.m., Minneapolis, Minnesota time, on a Business Day which, in the case of a Borrowing that is to bear interest initially at a Floating Rate, is the proposed date of such Borrowing or, in the case of a Borrowing that is to bear interest initially at a Eurodollar Rate, is at least two (2) Business Days prior to the proposed date of such Borrowing. Each such notice shall be effective upon receipt by the Agent, shall be in writing or by telephone or telecopy transmission, to be confirmed in writing by the Borrower if so requested by the Agent (in the form of Exhibit B), and shall specify whether the Borrowing is to bear interest initially at a Floating Rate or a Eurodollar Rate, and in the case of a Borrowing that is to bear interest initially at a Eurodollar Rate, shall specify the Interest Period to be applicable thereto. Promptly upon receipt of such notice (but in no event later than 12:00 Noon, Minneapolis, Minnesota time, with respect to a Floating Rate Advance, and the close of business, with respect to a Eurodollar Rate Advance, in each case on the Business Day of receipt of such notice), the Agent shall advise each Bank of the proposed Borrowing. At or before 2:00 p.m., Minneapolis, Minnesota time, on the date of the requested Borrowing, each Bank shall provide the Agent at the principal office of the Agent in Minneapolis, Minnesota with immediately available funds covering such Bank's Percentage of such Borrowing. Subject to satisfaction of the conditions precedent set forth in Article III with respect to such

Borrowing, the Agent shall pay over such funds to the Borrower prior to the close of business on the date of the requested Borrowing.

Section 2.3. Converting Floating Rate Fundings to Eurodollar Rate Fundings; Procedures. So long as no Default or Event of Default shall exist, the Borrower may convert all or any part of any outstanding Floating Rate Funding into a Eurodollar Rate Funding by giving notice to the Agent of such conversion not later than 10:00 a.m., Minneapolis, Minnesota time, on a Business Day which is at least two (2) Business Days prior to the date of the requested conversion. Each such notice shall be irrevocable, shall be effective upon receipt by the Agent, shall be in writing or by telephone or telecopy transmission, to be confirmed in writing by the Borrower if so requested by the Agent (in the form of Exhibit C), shall specify the date and amount of such conversion, the total amount of the Funding to be so converted and the Interest Period therefor. Each conversion of a Funding shall be on a Business Day, and the aggregate amount of each such conversion of a Floating Rate Funding to a Eurodollar Rate Funding shall be in an amount equal to $1,000,000 or a higher integral multiple of $100,000.

Section 2.4. Procedures at End of an Interest Period. Unless the Borrower requests a new Eurodollar Rate Funding in accordance with the procedures set forth below, or prepay the principal of an outstanding Eurodollar Rate Funding at the expiration of an Interest Period, each Bank shall automatically and without request of the Borrower convert each Eurodollar Rate Funding to a Floating Rate Funding on the last day of the relevant Interest

Period. So long as no Default or Event of Default shall exist, the Borrower may cause all or any part of any outstanding Eurodollar Rate Funding to continue to bear interest at a Eurodollar Rate after the end of the then applicable Interest Period by notifying the Agent not later than 10:00 a.m., Minneapolis, Minnesota time, on a Business Day which is at least two (2) Business Days prior to the first day of the new Interest Period. Each such notice shall be in writing or by telephone or telecopy transmission, to be confirmed in writing by the Borrower if so requested by the Agent (in the form of Exhibit D), shall be irrevocable, effective when received by the Agent, and shall specify the first day of the applicable Interest Period, the amount of the expiring Eurodollar Rate Funding to be continued and the Interest Period therefor. Each new Interest Period shall begin on a Business Day and the amount of each Funding bearing a new Eurodollar Rate shall be in an amount equal to $1,000,000 or a higher integral multiple of $100,000.

Section 2.5. Setting and Notice of Rates. The applicable Eurodollar Rate for each Interest Period shall be determined by the Agent on the second Business Day prior to the beginning of such Interest Period, whereupon notice thereof (which may be by telephone) shall be given by the Agent to the Borrower and each Bank. Each such determination of the applicable Eurodollar Rate shall be conclusive and binding upon the parties hereto, in the absence of demonstrable error. The Agent, upon written request of the Borrower or any Bank, shall deliver to the Borrower or such requesting Bank a statement showing the computations used by the Agent in determining the applicable Eurodollar Rate hereunder.

Section 2.6 Commitment to Issue Letters of Credit. The Letter of Credit Bank agrees, from the date hereof to and including the Revolving Commitment Termination Date, to issue one or more standby letters of credit for the account of the Borrower, and the Banks agree to participate in the risk of such letters of credit issued for the account of the Borrower hereunder, on the terms and subject to the conditions set forth below:

(a) The Letter of Credit Bank has issued for the account of Fluoroware the letters of credit identified on Schedule 2.6 attached hereto, which are presently outstanding with amounts available for drawing and expiry dates as set forth in Schedule 2.6 (the "Existing Letters of Credit"). Upon the execution and delivery of the Agreement by the Borrower, the Borrower hereby irrevocably assumes the obligations of reimbursement and all other obligations of Fluoroware with respect to the Existing Letters of Credit and such obligations of the Borrower shall be evidenced by the Master Agreement for Standby Letters of Credit.

(b) Each Existing Letter of Credit and each new letter of credit issued pursuant to this Section 2.6, shall be referred to herein as a "Letter of Credit". Notwithstanding anything in the foregoing to the contrary, no Letter of Credit shall be issued by the Letter of Credit Bank if, after giving effect to the issuance of such Letter of Credit, (i) the Letter of Credit Amount shall exceed the Letter of Credit Sublimit or (ii) the Revolving Facility Outstanding Amount shall exceed the Revolving Commitment Amount. The expiration date of any Letter of Credit shall not be later than thirty (30) days prior to the Revolving Commitment Termination Date. Each Letter of Credit will be issued upon no less than five (5) Business Days' prior written application from the Borrower to the Letter of Credit Bank. The application requesting issuance of a Letter of Credit shall be on the Letter of Credit Bank's standard form or such other form as may be agreed to by the Letter of Credit Bank and the Borrower. In the event that any of the terms of such application are inconsistent with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern. The Letter of Credit Bank shall not be obligated to issue a Letter of Credit unless on the date of issuance all applicable conditions precedent specified in Article III shall have been satisfied as fully as if the issuance of such Letter of Credit were a Revolving Advance. Promptly after issuance of a Letter of Credit pursuant hereto, the Agent shall so advise each Bank of all relevant information with respect thereto.

(c) The Borrower agrees to pay to the Agent, for the pro rata account of all Banks, a commission with respect to each Letter of

Credit (herein the "Letter of Credit Fee") at an annual rate equal to the applicable Letter of Credit Fee Margin with respect to Letters of Credit in effect on the date payment thereof becomes due and payable hereunder. The Letter of Credit Fee shall be payable quarterly in arrears or upon such others terms as may be agreed upon by the Borrower and the Required Banks at the time of issuance of any such Letter of Credit; provided, however, that from and after the occurrence of an Event of Default and continuing thereafter until

such Event of Default shall be remedied to the written satisfaction of the Required Banks, the applicable Letter of Credit Fee payable hereunder with respect to each Letter of Credit shall be equal to the sum of (i) the applicable Letter of Credit Fee Margin otherwise in effect with respect to such Letter of Credit and (ii) two percent (2%). Letter of Credit Fees payable by the Borrower to the Banks in accordance with this subsection (c) shall be shared among the Banks pro rata in accordance with their respective Percentages.

(d) Upon issuance of a Letter of Credit hereunder, and without any further notice to any Bank, each Bank shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Letter of Credit Bank an undivided participating interest in the Letter of Credit Bank's risk and obligation under such Letter of Credit and in the obligation of the Letter of Credit Bank to honor drafts thereunder, and in the amount of any drawing thereunder, and in all rights of the Letter of Credit Bank to obtain reimbursement from the Borrower in the amount of such drawing, and all other rights of the Letter of Credit Bank with respect thereto, in an amount equal to the product of (i) the sum of the maximum amount available to be drawn under such Letter of Credit and the amount of any drawing thereunder, and (ii) the Percentage of such Bank. Whenever a draft submitted under a Letter of Credit is paid by the Letter of Credit Bank, the Letter of Credit Bank shall so notify the Agent, the Agent shall so notify each Bank and shall request immediate reimbursement from the Borrower for the amount of the draft. If sufficient funds are not immediately paid to the Agent by the Borrower, the Borrower shall be deemed to have requested a Borrowing pursuant to Section 2.2 and the Banks shall be notified of such request in accordance with Section 2.2 and shall fund such request for a Borrowing as Floating Rate Advances (in accordance with their respective Percentages) for purposes of reimbursing the Letter of Credit Bank for the amount of such draft so paid by the Letter of Credit Bank (less any amounts realized by the Letter of Credit Bank pursuant to the second sentence of this Section 2.6(d)). If for any reason or under any circumstance (including, without limitation, the occurrence of a Default or Event of Default or the failure to satisfy any of the conditions set forth in Section 3.2) the Banks do not make such Revolving Advances as contemplated above and the Borrower does not otherwise reimburse the Letter of Credit Bank for the amount of the draft so paid by the Letter of Credit Bank, the Borrower shall nonetheless be obligated to reimburse the amount of the draft to the Letter of Credit Bank, with interest upon such amount at the Default Rate from and after the date such draft is paid by the Letter of Credit Bank until the amount thereof is repaid to the Letter of Credit Bank in full. If the Letter of Credit Bank shall not have obtained reimbursement for any drawing under a Letter of Credit (whether from the Borrower or as proceeds of a Borrowing), upon demand of the Agent each Bank shall immediately advance the amount of its participation in such drawing to the Letter of Credit Bank and shall be entitled to interest on such participating interest at the Default Rate until reimbursed in full by the Borrower.

(e) Each Bank and the Borrower agree that, in paying any drawing under a Letter of Credit, the Letter of Credit Bank shall not have any responsibility to obtain any document (other than any sight draft and certificates expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. The Letter of Credit Bank shall not be liable to any Bank for:

(i) any action taken or omitted in connection herewith at the request or with the approval of the Banks (including the Required Banks, as applicable); (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document executed in connection with a Letter of Credit.

(f) The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as the Borrower may have against the beneficiary or transferee at law or under any other agreement. The Letter of Credit Bank shall not be liable or responsible for any of the matters described in clauses (i) through (vii) of subsection (f) below. In furtherance and not in limitation of the foregoing: (i) the Letter of Credit Bank may accept documents that appear on their face to be in order, without responsibility for further investigation; and (ii) the Letter of Credit Bank shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) The obligation of the Borrower under this Agreement to reimburse the Letter of Credit Bank for a drawing under a Letter of Credit shall be unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of this Agreement, the Master Agreement for Standby Letters of Credit or any letter of credit application;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the obligations of the Borrower in respect of any Letter of Credit or any other amendment or waiver of or any consent to departure from the Master Agreement for Standby Letters of Credit or any letter of credit application;

(iii) the existence of any claim, set-off, defense or other right that the Borrower may have at any time against any beneficiary or any transferee of any Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the Letter of Credit Bank or any other Person,

whether in connection with this Agreement, the transactions contemplated hereby or any unrelated transaction;

(iv) any draft, demand, certificate or other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any Letter of Credit;

(v) any payment by the Letter of Credit Bank under any Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of any Letter of Credit; or any payment made by the Letter of Credit Bank under any Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of any Letter of Credit, including any arising in connection with any insolvency proceeding;

(vi) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent

to departure from any other guarantee, for all or any of the obligations of the Borrower in respect of any Letter of Credit; or

(vii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower.

(h) Notwithstanding anything in this Section 2.6 to the contrary, including particularly subsections (f) and (g) above, the Borrower may have a claim against the Letter of Credit Bank and the Letter of Credit Bank may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by the Letter of Credit Bank's willful misconduct or gross negligence or the willful failure to pay under any Letter of Credit after the presentation to the Letter of Credit Bank by the beneficiary of a sight draft and certificate strictly complying with the terms and conditions of a Letter of Credit.

(i) The Borrower shall indemnify, protect, defend and hold harmless each Indemnitee from and against all losses, liabilities, claims, damages, judgments, costs and expenses, including but not limited to all reasonable attorneys' fees and legal expenses, incurred by the Indemnitees or imposed upon the Indemnitees at any time by reason of the issuance, demand for honor or honor of any Letter of Credit or the enforcement, protection or collection of the Letter of Credit Bank's claims against the Borrower under this Section 2.6 or by reason of any act or omission of any Indemnitee in connection with any of the foregoing; provided, however, that such indemnification

shall not extend to losses, liabilities, claims, damages, judgments, costs and expenses to the extent arising from any act or omission of an Indemnitee which constitutes gross negligence or willful misconduct.

(j) The Borrower hereby agrees to pay to the Letter of Credit Bank, on demand, all administrative fees charged by the Letter of Credit Bank in the ordinary course of business in connection with the issuance of letters of credit, honoring of drafts under letters of credit, amendments thereto, transfers thereof and all other activity with respect to letters of credit, at the then current rates established by the Letter of Credit Bank from time to time for such services rendered on behalf of customers of the Letter of Credit Bank generally.

Section 2.7. Interest on Obligations. The Borrower hereby agrees to pay interest on the unpaid principal amount of each unpaid Obligation for the period commencing on the date of this Agreement until the unpaid principal amount thereof is paid in full, in accordance with the following:

(a) Floating Rate Fundings. Subject to subsection (c) below, while any outstanding principal of a Revolving Note constitutes a Floating Rate Funding, the outstanding principal balance thereof shall bear interest at an annual rate at all times equal to the Floating Rate applicable to such Floating Rate Funding.

(b) Eurodollar Rate Fundings. Subject to subsection (c) below, while any outstanding principal of a Revolving Note constitutes a Eurodollar Rate Funding, the outstanding principal balance thereof shall bear interest for the applicable Interest Period at an annual rate equal to the Eurodollar Rate established with respect such Eurodollar Rate Funding in accordance with Section 2.3, 2.4 or 2.5 hereof.

(c) Default Rate. From and after the occurrence of an Event of Default and continuing thereafter until such Event of Default shall be remedied to the written satisfaction of the Required Banks, the outstanding principal balance of each Revolving Note shall bear interest, until paid in full, at a rate equal to the sum of (i) the interest rate otherwise in effect with respect to such outstanding principal and (ii) two percent (2%). In addition, all fees, indemnification obligations and other Obligations not paid when due

hereunder shall bear interest, until paid in full, at an annual rate equal to the sum of (i) the Floating Rate (with the then applicable Floating Rate Margin) and (ii) two percent (2%) (each rate described in this subsection (c) herein a "Default Rate").

Section 2.8. Obligation to Repay Advances; Representations. The Borrower shall be obligated to repay all Advances under this Article II notwithstanding the failure of the Agent to receive any written request therefor or written confirmation thereof and notwithstanding the fact that the person requesting the same was not in fact authorized to do so. Any request for a Borrowing under Section 2.2, whether written, telephonic, telecopy or otherwise, shall be deemed to be a representation by the Borrower that (a) the amount of the

requested Borrowing, when added to the Revolving Facility Outstanding Amount, would not exceed the Revolving Commitment Amount and (b) the statements set forth in Section 3.2 are correct as of the time of the request.

Section 2.9. Revolving Notes. All Revolving Advances made by a Bank hereunder shall be evidenced by and repayable in accordance with a Revolving Note issued by the Borrower to such Bank. The aggregate unpaid principal amount of each Revolving Note shall bear interest at the applicable Floating Rate unless a Eurodollar Rate shall become applicable thereto pursuant to Sections 2.3, 2.4 or 2.5, and shall be payable on the Maturity Date or earlier in accordance with Section 7.2.

Section 2.10. Interest Due Dates. Accrued interest on each Eurodollar Rate Funding shall be payable on the last day of the Interest Period relating to such Eurodollar Rate Funding; provided, however, that if any Interest Period is longer than three (3) months, interest shall be payable in arrears (3) three months, or a whole multiple thereof, after the first day of such Interest Period and on the last day of the Interest Period. Accrued interest on each Floating Rate Funding shall be payable in arrears on the last day of each calendar quarter and at maturity or conversion of such Floating Rate Funding to a Eurodollar Rate Funding.

Section 2.11. Computation of Interest and Fees. Interest accruing on the Revolving Notes and all other fees described in Section 2.12 shall be computed on the basis of actual number of days elapsed in a year of three hundred sixty (360) days.

Section 2.12. Fees. The Borrower hereby agrees to pay fees to the Agent and the Banks, commencing on the date hereof and continuing until all Obligations are paid in full, in accordance with the following:

(a) Agent's Administrative Fee. The Borrower agrees to pay to the Agent, for the sole account of the Agent, a non-refundable agent's administrative fee (the "Agent's Administrative Fee") in the amount of $15,000 per year, with such Agent's Administrative Fee being payable annually in advance on the Closing Date and on each anniversary of the Closing Date.

(b) Commitment Fee. The Borrower agrees to pay to the Agent, for the pro rata account of the Banks, a commitment fee (the "Commitment Fee") computed at the rate of the applicable Commitment Fee Percentage per annum on the daily average amount by which the Revolving Commitment Amount exceeds the Revolving Facility Outstanding Amount, from the Closing Date to and including the Revolving Commitment Termination Date, payable quarterly in arrears on the last day of each September, December, March and June, commencing December 31, 1999. Any such Commitment Fee remaining unpaid on the Revolving Commitment Termination Date shall be due and payable on such date. The Commitment Fee shall be shared by the Banks on the basis of their respective Percentages.

Section 2.13. Use of Proceeds. The Proceeds of each Borrowing shall be used by the Borrower for its general corporate purposes and shall be reloaned by the Borrower to Fluoroware and Empak to be used by Fluoroware and

Empak for their working capital and general corporate purposes.

Section 2.14. Voluntary Reduction or Termination of the Revolving Commitments; Prepayments.

(a) Reduction or Termination of Revolving Commitments. The Borrower, from time to time upon not less than five (5) Business Days' prior written notice to the Agent, may permanently reduce the Revolving Commitment Amount; provided, however, that no such reduction shall reduce the Revolving Commitment Amount to an amount less than the Revolving Facility Outstanding Amount. Any such voluntary reduction shall be pro rata as to all Revolving Commitments according to each Bank's Percentage of the Revolving Facility and shall be in an aggregate amount equal to $5,000,000 or a higher integral multiple of $1,000,000. The Borrower at any time prior to the Revolving Commitment Termination Date may terminate the Revolving Commitments by (i) providing to the Agent not less than five (5) Business Days prior written notice of its intention to so terminate the Revolving Commitments and (ii) making payment in full of all principal and interest on the Revolving Notes and terminating, or making a cash deposit with respect to, all outstanding Letters of Credit.

(b) Prepayments. The Borrower from time to time may voluntarily prepay the Revolving Notes in whole or in part. In the event of any voluntary prepayment hereunder (i) any prepayment of the Revolving Facility shall be applied against outstanding Advances of each Bank under the Revolving Facility pro rata according to each Bank's Percentage of the Revolving Facility, (ii) each prepayment of the Revolving Notes shall be made to the Agent not later than 12:00 Noon, Minneapolis, Minnesota time, on a Business Day, and funds received after that hour shall be deemed to have been received by the Agent on the next following Business Day, (iii) each partial prepayment of Fundings which, at the time of such prepayment, bear interest at a Eurodollar Rate shall be accompanied by accrued interest on such partial prepayment through the date of prepayment and additional compensation calculated in accordance with Section 2.18, (iv) each partial prepayment of Fundings which, at the time of such prepayment, bear interest at a Eurodollar Rate, shall be in an aggregate amount equal to the applicable minimum Funding amount specified in Section 2.2, and, after application of any such prepayment, shall not result in a Eurodollar Rate Funding remaining outstanding in an amount less than such minimum Funding amount, and (v) each partial prepayment of Fundings which, at the time of such prepayment, bear interest at a Floating Rate, shall be in an aggregate amount equal to $500,000 or a higher integral multiple of $500,000, unless (in either case) the aggregate outstanding balance of all Revolving Notes being prepaid is less than such minimum Funding amount.

Section 2.15. Payments.

(a) Making of Payments. All payments of principal of and interest due shall be made to the Agent for the account of the Banks pro rata according to their respective Percentages; provided, that any such payments so received by the Agent after the termination of the Revolving Commitments following the occurrence of an Event of Default hereunder shall be allocated among the Banks pro rata according to their Default Percentages. All payments of fees pursuant to Section 2.12 shall be made to the Agent (i) for the account of the Agent as to all amounts specified in Section 2.12 as payable for the exclusive account of the Agent and (ii) for the account of the Banks pro rata according to their respective Percentages as to all fees specified in Section 2.12 as payable for the account of the Banks. All payments to the Agent shall be made to the Agent at its office in Minneapolis, Minnesota, not later than 12:00 Noon, Minneapolis, Minnesota time, on the date due, in immediately available funds, and funds received after that hour shall be deemed to have been received by the Agent on the next following Business Day. The Borrower hereby authorizes the Agent to charge the Borrower's demand deposit accounts maintained with the Agent (or with any other Bank) for the amount of any Obligation on its due date, but the Agent's failure to so charge any such account shall in no way affect the obligation of the Borrower to make any such payment. The Agent shall remit to each Bank in immediately available funds on the same Business

Day as received by the Agent its share of all such payments received by the Agent for the account of such Bank. If the Agent fails to remit any payment to any Bank when required hereby, the Agent shall pay interest on demand to that Bank for each day during the period commencing on the date such remittance was due until the date such remittance is made at an annual rate equal to the Federal Funds Rate for such day. All payments under Section 2.16, 2.17 or 2.18 shall be made by the Borrower directly to the Bank entitled thereto.

(b) Effect of Payments. Each payment by the Borrower to the Agent for the account of any Bank pursuant to Section 2.15(a) shall be deemed to constitute payment by the Borrower directly to such Bank, provided, however, that in the event any such payment by the Borrower to the Agent is required to be returned to the Borrower for any reason whatsoever, then the Borrower's obligation to such Bank with respect to such payment shall be deemed to be automatically reinstated.

(c) Distributions by Agent. Unless the Agent shall have been notified by a Bank or the Borrower prior to the date on which such Bank or the Borrower are scheduled to make payment to the Agent of (in the case of a Bank) the proceeds of an Advance to be made by it hereunder or (in the case of the Borrower) a payment to the Agent for the account of one or more of the Banks hereunder (such payment by a Bank or the Borrower (as the case may be) being herein called a "Required Payment"), which notice shall be effective upon receipt, that it does not intend to make the Required Payment to the Agent, the Agent may assume that the Required Payment has been made and may, in reliance upon such assumption (but shall not be

required to), make the amount thereof available to the intended recipient(s) on such date and, if such Bank or the Borrower (as the case may be) has not in fact made the Required Payment to the Agent, the recipient(s) of such payment shall, on demand, repay to the Agent the amount so made available together with interest thereon for each day during the period commencing on the date such amount was so made available by the Agent until the date the Agent recovers such amount at a rate (i) equal to the Federal Funds Rate for such day, in the case of a Required Payment owing by a Bank, or (ii) equal to the applicable rate of interest as provided in this Agreement, in the case of a Required Payment owing by the Borrower.

(d) Setoff. The Borrower agrees that each Bank, subject to such Bank's sharing obligations set forth in Section 8.6, shall have all rights of setoff and bankers' lien provided by applicable law, and in addition thereto, the Borrower agrees that if at any time any Obligation is due and owing by the Borrower under this Agreement or the other Loan Documents to any Bank at a time when an Event of Default has occurred and is continuing hereunder, any Bank may apply any and all balances, credits, and deposits, accounts or moneys of the Borrower then or thereafter in the possession of such Bank (excluding, however, any trust or escrow accounts held by the Borrower for the benefit of any third party) to the payment thereof.

(e) Due Date Extension. If any payment of principal of or interest on any Floating Rate Funding or any fees payable hereunder falls due on a day which is not a Business Day, then such due date shall be extended to the next following Business Day, and (in the case of principal) additional interest shall accrue and be payable for the period of such extension.

(f) Application of Payments. Except as otherwise provided herein, so long as no Default or Event of Default has occurred and is continuing hereunder, each payment received from the Borrower shall be applied to such Obligation as the Borrower shall specify by notice to be received by the Agent on or before the date of such payment, or in the absence of such notice, as the Agent shall determine in its discretion. Concurrently with each remittance to any Bank of its appropriate share of any such payment (based upon such Bank's Percentage), the Agent shall advise such Bank as to the application of such payment. Except as otherwise provided in Article VIII, after the termination of the Revolving Commitments following the occurrence of a Default or Event of

Default, all payments received by the Agent or any Bank from the Borrower shall be shared on the basis of each Bank's Default Percentage thereof.

Section 2.16. Taxes. All payments made by the Borrower to the Agent or any Bank (herein any "Payee") under or in connection with this Agreement or the Revolving Notes shall be made without any setoff or other counterclaim, and shall be free and clear of and without deduction for or on account of any present or future taxes now or hereafter imposed by any governmental or other authority, except to the extent that any such deduction or withholding is compelled by law. As used herein, the term "Taxes" shall include all

income, excise and other taxes of whatever nature (other than taxes generally assessed on the overall net income of a Payee by the government or other authority of the country, state or political subdivision in which such Payee is incorporated or in which the office through which such Payee is acting is located) as well as all levies, imposts, duties, charges, or fees of whatever nature. "Taxes" shall not include, however, any foreign withholding taxes or similar deductions imposed solely as a result of a Bank's election to fund an Advance through a foreign office of such Bank. If the Borrower is compelled by law to make any deductions or withholdings on account of any Taxes (including any foreign withholding) the Borrower will:

(a) pay to the relevant authorities the full amount required to be so withheld or deducted;

(b) pay such additional amounts (including, without limitation, any penalties, interest or expenses) as may be necessary in order that the net amount received by the Payee after such deductions or withholdings (including any required deduction or withholding on such additional amounts) shall equal the amount the Payee would have received had no such deductions or withholdings been made; and

(c) promptly forward to the Agent (for delivery to the appropriate Payee) an official receipt or other documentation satisfactory to the Agent evidencing such payment to such authorities.

The amount that the Borrower shall be required to pay to any Payee pursuant to the foregoing clause (b) shall be reduced, to the extent permitted by applicable law, by the amount of any offsetting tax benefit which such Payee receives as the result of the Borrower's payment to the relevant authorities as reasonably determined by such Payee; provided, however, that if such Payee shall subsequently determine that it has lost the benefit of all or a portion of such tax benefit, the Borrower shall promptly remit to such Payee the amount certified by such Payee to be the amount necessary to restore such Payee to the position it would have been in if no payment had been made pursuant to this sentence. If any Taxes otherwise payable by the Borrower pursuant to the foregoing are directly asserted against a Payee, such Payee may pay such taxes and the Borrower promptly shall reimburse such Payee to the full extent otherwise required under this Section 2.16. The obligations of the Borrower under this Section 2.16 shall survive any termination of this Agreement.

If circumstances arise in respect of any Bank which would, or would upon the giving of notice, result in any liability of the Borrower under this Section 2.16 then, without in any way limiting, reducing or otherwise qualifying the Borrower's obligations under this Section 2.16 such Bank shall promptly, upon becoming aware of the same, notify the Agent and the Borrower thereof and shall, in consultation with the Agent and the Borrower and to the extent that it can do so without, in its reasonable judgment, disadvantaging itself, take such reasonable steps as may be available to it to mitigate the effects of such circumstances (including, without limitation, the designation of an alternate office or the transfer of its Eurodollar Rate Fundings to another office). If and so long as a Bank has been unable to

take, or has not taken, steps reasonably acceptable to the Borrower to mitigate the effect of the circumstances in question, such Bank shall be obliged, at the

request of the Borrower, to assign all its rights and obligations hereunder to another Person designated by the Borrower with the approval of the Agent (which shall not be unreasonably withheld) which is willing to participate in the Revolving Facility in place of such Bank; provided that such Person satisfies all of the requirements of this Agreement, including, but not limited to, providing the forms and documents required by Section 8.14 and any such Person shall cover all costs incurred in connection with effecting such replacement.

Section 2.17. Increased Costs; Capital Adequacy; Funding Exceptions.

(a) Increased Costs on Eurodollar Rate Advances. If Regulation D of the Board of Governors of the Federal Reserve System or after the date of this Agreement the adoption of any applicable law, rule or regulation, or any change in any existing law, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by a Bank with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency, shall:

(i) subject a Bank to or cause the withdrawal or termination of any exemption previously granted to a Bank with respect to, any tax, duty or other charge with respect to its Eurodollar Rate Fundings or its obligation to make Eurodollar Rate Fundings, or shall change the basis of taxation of payments to a Bank of the principal of or interest under this Agreement in respect of its Eurodollar Rate Fundings or its obligation to make Eurodollar Rate Fundings (except for changes in the rate of tax on the overall net income of a Bank imposed by the jurisdictions in which a Bank's principal executive office is located); or

(ii) impose, modify or deem applicable any reserve (including, without limitation, any reserve imposed by the Board of Governors of the Federal Reserve System, but excluding any reserve included in the determination of interest rates pursuant to Section 2.5), special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, a Bank; or

(iii) impose on a Bank any other condition affecting its making, maintaining or funding of its Eurodollar Rate Fundings or its obligation to make Eurodollar Rate Fundings;

and the result of any of the foregoing is to increase the cost to an affected Bank of making or maintaining any Eurodollar Rate Funding, or to reduce the amount of any sum received or receivable by such Bank under this Agreement or under its Revolving Note with respect to a Eurodollar Rate Funding, then the affected Bank will notify the

Borrower and the Agent of such increased cost and within fifteen (15) days after demand by such Bank (which demand shall be accompanied by a statement setting forth the basis of such demand) the Borrower shall pay to such Bank such additional amount or amounts as will compensate the Bank for such increased cost or such reduction; provided, however, that no such increased cost or such reduction shall be payable by the Borrower for any period longer than ninety (90) days prior to the date on which notice thereof is delivered to the Borrower. Each Bank will promptly notify the Borrower of any event of which it has knowledge, occurring after the date hereof, which will entitle such Bank to compensation pursuant to this Section 2.17 If the Borrower receives notice from a Bank of any event which will entitle such Bank to compensation pursuant to this Section 2.17 the Borrower may prepay any then outstanding Eurodollar Rate Fundings or notify the affected Bank that any pending request for a Eurodollar Rate Funding shall be deemed to be a request for a Floating Rate Funding, in each case subject to the provisions of Section 2.18.

(b) Capital Adequacy. If a Bank determines at any time that such Bank's Return has been reduced as a result of any Capital Adequacy

Rule Change, such Bank may require the Borrower to pay to such Bank the amount necessary to restore such Bank's Return to what it would have been had there been no Capital Adequacy Rule Change. For purposes of this Section 2.17(b), the following definitions shall apply:

(i) "Return", for any calendar quarter or shorter period, means the percentage determined by dividing (A) the sum of interest and ongoing fees earned by a Bank under this Agreement during such period by (B) the average capital such Bank is required to maintain during such period as a result of its being a party to this Agreement, as determined by such Bank based upon its total capital requirements and a reasonable attribution formula that takes account of the Capital Adequacy Rules then in effect. Return may be calculated for a Bank for each calendar quarter and for the shorter period between the end of a calendar quarter and the date of termination in whole of this Agreement.

(ii) "Capital Adequacy Rule" means any law, rule, regulation or guideline regarding capital adequacy that applies to a Bank, or the interpretation thereof by any governmental or regulatory authority. Capital Adequacy Rules include rules requiring financial institutions to maintain total capital in amounts based upon percentages of outstanding loans, binding loan commitments and letters of credit.

(iii) "Capital Adequacy Rule Change" means any change in any Capital Adequacy Rule occurring after the date of this Agreement, but does not include any changes in applicable requirements that at the date hereof are scheduled to take place under the existing Capital Adequacy Rules or any increases in the capital that a Bank is required to maintain to the extent that the

increases are required due to a regulatory authority's assessment of such Bank's financial condition.

The initial notice sent by a Bank shall be sent as promptly as practicable after such Bank learns that its Return has been reduced, shall include a demand for payment of the amount necessary to restore such Bank's Return for the quarter in which the notice is sent, and shall state in reasonable detail the cause for the reduction in such Bank's Return and such Bank's calculation of the amount of such reduction. Thereafter, a Bank may send a new notice during each calendar quarter setting forth the calculation of the reduced Return for that quarter and including a demand for payment of the amount necessary to restore such Bank's Return for that quarter. A Bank's calculation in any such notice shall be conclusive and binding absent demonstrable error.

(c) Basis for Determining Interest Rate Inadequate or Unfair. If with respect to any Interest Period:

(i) the Agent determines that, or the Required Banks determine and advise the Agent that, deposits in U.S. dollars (in the applicable amounts) are not being offered in the London interbank eurodollar market for such Interest Period; or

(ii) the Agent otherwise determines, or the Required Banks determine and advise the Agent (which determination shall be binding and conclusive on all parties), that by reason of circumstances affecting the London interbank eurodollar market adequate and reasonable means do not exist for ascertaining the applicable Eurodollar Rate; or

(iii) the Agent determines, or the Required Banks determine and advise the Agent, that the Eurodollar Rate as determined by the Agent will not adequately and fairly reflect the cost to the Banks of maintaining or funding a Eurodollar Rate Funding for such Interest Period, or that the making or funding of Eurodollar Rate Fundings has become impracticable as a result of an event occurring after the date of this Agreement

which in the opinion of such Banks materially affects such Eurodollar Rate Fundings;

then the Agent shall promptly notify the affected parties and (A) in the event of any occurrence described in the foregoing clause (i) the Borrower shall enter into good faith negotiations with each affected Bank in order to determine an alternate method to determine the Eurodollar Rate for such Bank, and during the pendency of such negotiations with any Bank, such Bank shall be under no obligation to make any new Eurodollar Rate Fundings, and (B) in the event of any occurrence described in the foregoing clauses (ii) or (iii), for so long as such circumstances shall continue, no Bank shall be under any obligation to make any new Eurodollar Rate Fundings.

(d) Illegality. In the event that any change in (including the adoption of any new) applicable laws or regulations, or any change in the interpretation of applicable laws or regulations by any governmental authority, central bank, comparable agency or any other regulatory body charged with the interpretation, implementation or administration thereof, or compliance by a Bank with any request or directive (whether or not having the force of law) of any such authority, central bank, comparable agency or other regulatory body, should make it or, in the good faith judgment of the affected Bank, shall raise a substantial question as to whether it is unlawful for such Bank to make, maintain or fund Eurodollar Rate Fundings, then (i) the affected Bank shall promptly notify the Borrower and the Agent, (ii) the obligation of the affected Bank to make, maintain or convert into Eurodollar Rate Fundings shall, upon the effectiveness of such event, be suspended for the duration of such unlawfulness, and (iii) for the duration of such unlawfulness, any notice by the Borrower pursuant to Sections 2.3, 2.4 or 2.5 requesting the affected Bank to make or convert into Eurodollar Rate Fundings shall be construed as a request to make or to continue making Floating Rate Fundings.

(e) Procedures to Mitigate. If circumstances arise in respect of any Bank which would or would upon the giving of notice result in any liability of the Borrower under this Section 2.17 then, without in any way limiting, reducing or otherwise qualifying the Borrower's obligations under this Section 2.17, such Bank shall promptly, upon becoming aware of the same, notify the Agent and the Borrower thereof and shall, in consultation with the Agent and the Borrower and to the extent that it can do so without, in its reasonable judgment, disadvantaging itself, take such reasonable steps as may be available to it to mitigate the effects of such circumstances (including, without limitation, the designation of an alternate office or the transfer of its Eurodollar Rate Fundings to another office). If and so long as a Bank has been unable to take, or has not taken, steps reasonably acceptable to the Borrower to mitigate the effect of the circumstances in question, such Bank shall be obliged, at the request of the Borrower, to assign all its rights and obligations hereunder to another Person designated by the Borrower with the approval of the Agent (which shall not be unreasonably withheld) and willing to participate in the Revolving Facility in place of such Bank; provided that such Person satisfies all of the requirements of this Agreement, including, but not limited to, providing the forms and documents required by Section 8.14 and any such Person shall cover all costs incurred in connection with effecting such replacement.

Section 2.18. Funding Losses. The Borrower hereby agrees that upon demand by any Bank (which demand shall be accompanied by a statement setting forth the basis for the calculations of the amount being claimed) the Borrower will indemnify such Bank against any loss or expense which such Bank may have sustained or incurred (including, without limitation, any net loss or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Bank to fund or maintain Eurodollar Rate Fundings) or which such Bank may be deemed to have sustained or incurred, as reasonably determined

by such Bank, (i) as a consequence of any failure by the Borrower to make any payment when due of any amount due hereunder in connection with any Eurodollar Rate Fundings, (ii) due to any failure of the Borrower to borrow or convert any Eurodollar Rate Fundings on a date specified therefor in a notice thereof or (iii) due to any payment or prepayment of any Eurodollar Rate Funding on a date other than the last day of the applicable Interest Period for such Eurodollar Rate Funding. For this purpose, all notices under Sections 2.3, 2.4 and 2.5 shall be deemed to be irrevocable.

Section 2.19. Right of Banks to Fund through Other Offices. Each Bank, if it so elects, may fulfill its agreements hereunder with respect to any Eurodollar Rate Funding by causing a foreign branch or affiliate of such Bank to make such Eurodollar Rate Funding; provided, that in such event the obligation of the Borrower to repay such Eurodollar Rate Funding shall nevertheless be to such Bank and such Eurodollar Rate Funding shall be deemed held by such Bank for the account of such branch or affiliate.

Section 2.20. Discretion of Banks as to Manner of Funding. Notwithstanding any provision of this Agreement to the contrary, each Bank shall be entitled to fund and maintain all or any part of its Eurodollar Rate Fundings in any manner it deems fit, it being understood, however, that for the purposes of this Agreement (specifically including, without limitation, Section 2.18 hereof) all determinations hereunder shall be made as if each Bank had actually funded and maintained each Eurodollar Rate Funding during each Interest Period for such Eurodollar Rate Funding through the purchase of deposits having a maturity corresponding to such Interest Period and bearing an interest rate equal to the appropriate Eurodollar Rate for such Interest Period.

Section 2.21. Conclusiveness of Statements; Survival of Provisions. Determinations and statements of a Bank pursuant to Section 2.16, 2.17, or 2.18 shall be conclusive absent demonstrable error. Each Bank may use reasonable averaging and attribution methods in determining compensation pursuant to such Sections 2.16, 2.17 or 2.18 and the provisions of Sections 2.16, 2.17 and 2.18 shall survive termination of this Agreement.

ARTICLE III

CONDITIONS OF LENDING

Section 3.1. Conditions Precedent to the Initial Borrowing. The obligation of the Banks to fund the initial request for a Borrowing or issue any Letter of Credit is subject to the condition precedent that the Agent shall have received the following, each in form and substance satisfactory to the Agent:

(a) The Revolving Notes, properly executed on behalf of the Borrower.

(b) The Guaranties, properly executed on behalf of the Guarantors.

(c) The Master Agreement for Standby Letters of Credit, properly executed on behalf of the Borrower.

(d) Current searches of appropriate filing offices showing that no state or federal tax liens have been filed and remain in effect against the Borrower or either Guarantor, and that no financing statements or other notifications or filings have been filed and remain in effect against the Borrower or either Guarantor, other than those for which the Agent has received an appropriate release, termination or satisfaction or those permitted in accordance with Section 6.1 of this Agreement.

(e) A certified copy of the resolutions of the board of directors of the Borrower and each of the Guarantors, respectively, evidencing approval of all Loan Documents to which the Borrower or such Guarantor, as applicable, is a party and the other matters contemplated hereby.

(f) Copies of the Articles of Incorporation and Bylaws of

the Borrower and each of the Guarantors, respectively, certified by the Secretary or Assistant Secretary of the Borrower and such Guarantor, as applicable, as being true and correct copies thereof.

(g) Certificates of good standing of the Borrower and each of the Guarantors, respectively, dated not more than thirty (30) days prior to the date hereof, and evidence satisfactory to the Agent that the Borrower and each of the Guarantors are qualified to conduct their respective businesses in each state where they presently conduct such business.

(h) A signed copy of a certificate of the Secretary or an Assistant Secretary of the Borrower and each of the Guarantors, respectively, which shall certify the names of the officers of such Borrower or such Guarantor, as applicable, authorized to sign the Loan Documents and the other documents or certificates to be delivered pursuant to this Agreement, including requests for Advances and Eurodollar Rate Fundings, together with the true signatures of such officers. The Agent and each Bank may conclusively rely on such certificates until they shall receive a further certificate of the Secretary or an Assistant Secretary of the Borrower and each such Guarantor, respectively, canceling or amending the prior certificate and submitting the signatures of the officers named in such further certificate.

(i) Audited financial statements acceptable to the Banks for the period ended August 29, 1998 for the Borrower and its Subsidiaries and unaudited, internally-prepared financial statements for the period ended June 26, 1999 for the Borrower and its Subsidiaries.

(j) A signed copy of an opinion of counsel for the Borrower and the Guarantors, addressed to the Agent and the Banks.

(k) Payment of all fees and expenses then due and payable pursuant to Sections 2.12 and 9.4 hereof.

(l) Such other items as the Agent or the Required Banks shall reasonably require.

Section 3.2. Conditions Precedent to All Borrowings. The obligation of the Banks to fund each request for a Borrowing or to issue each Letter of Credit shall be subject to the further conditions precedent that on such date:

(a) the representations and warranties contained in Article IV hereof are correct in all material respects on and as of the date of such Advance as though made on and as of such date; and

(b) no event has occurred and is continuing, or would result from such Advance, which constitutes a Default or an Event of Default.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Banks as follows:

Section 4.1. Corporate Existence and Power; Name; Chief Executive Office. The Borrower and each of its Subsidiaries is a corporation duly incorporated, validly existing and in good standing under the laws of its respective state of incorporation, and is duly licensed or qualified to transact business in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary. The Borrower and each of its Subsidiaries has all requisite power and authority, corporate or otherwise, to conduct its business, to own its properties and to execute and deliver, and to perform all of its obligations under, the Loan Documents to which it is a party. Within the last twelve (12) months, the Borrower and each of its Subsidiaries has done business solely under the names set forth in Schedule 4.1 hereto. The chief executive office and principal place of business of the Borrower and each of its Subsidiaries is located at the address set forth in Schedule 4.1 hereto, and all

of the records relating to the businesses of the Borrower and each of its Subsidiaries are kept at that location.

Section 4.2. Authorization for Borrowings; No Conflict as to Law or Agreements. The execution, delivery and performance by the Borrower and its Subsidiaries of the Loan Documents to which it is a party, and the Advances made and Letters of Credit issued from time to time hereunder, have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval which has not been obtained prior to the date hereof, (ii) require any authorization, consent or approval by, or registration, declaration or filing (other than filing of financing statements as contemplated hereunder) with, or notice to, any governmental department, commission, board, bureau,

agency or instrumentality, domestic or foreign, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained, accomplished or given prior to the date hereof, (iii) violate any provision of any law, rule or regulation (including, without limitation, Regulation X of the Board of Governors of the Federal Reserve System) or of any order, writ, injunction or decree presently in effect having applicability to the Borrower or any of its Subsidiaries or of the articles of incorporation, bylaws or other organizational documents of the Borrower or any of its Subsidiaries, (iv) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other material agreement, lease or instrument to which the Borrower or any of its Subsidiaries is a party or by which it or its properties may be bound or affected, or (v) result in, or require, the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature upon or with respect to any of the properties now owned or hereafter acquired by the Borrower or any of its Subsidiaries (other than as required hereunder in favor of the Banks).

Section 4.3. Legal Agreements. Each of the Loan Documents to which the Borrower or any of its Subsidiaries is a party constitutes the legal, valid and binding obligations and agreements of the Borrower or such Subsidiary, as applicable, enforceable against the Borrower or such Subsidiary, as applicable, in accordance with its terms.

Section 4.4. Subsidiaries. Schedule 4.4 attached hereto is a complete and correct list of all Subsidiaries and Affiliates of the Borrower and the percentage of the ownership of the Borrower or any Subsidiary in each such Subsidiary or Affiliate as of the date of this Agreement. All shares of each Subsidiary and Affiliate owned by the Borrower or any Subsidiary are validly issued and fully paid and non-assessable.

Section 4.5. Financial Condition; No Adverse Change. The Borrower has furnished to the Agent the audited financial statements for the period ended August 29, 1998 for the Borrower and its Subsidiaries and unaudited, internally-prepared financial statements for the period ended June 26, 1999 for the Borrower and its Subsidiaries. Those financial statements fairly present the financial condition of the Borrower and its Subsidiaries on the dates thereof and the results of operations for the periods then ended (subject to year-end audit adjustments) and were prepared in accordance with GAAP. Since the date of the financial statements described above, there has not occurred any event or circumstance that would have a Material Adverse Effect.

Section 4.6. Litigation. There are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries or the properties of the Borrower or any of its Subsidiaries before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if determined adversely to the Borrower or such Subsidiary, could reasonably be expected to have a Material Adverse Effect, except as set forth and described in Schedule 4.6.

Section 4.7. Regulation U. None of the Borrower or any of its Subsidiaries has engaged in the business of extending credit for the purpose of

purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any Advance will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

Section 4.8. Taxes. The Borrower and each of its Subsidiaries has paid or caused to be paid to the proper authorities when due all federal, state and local taxes required to be withheld by it. The Borrower and each of its Subsidiaries has filed all federal, state and local tax returns which to the knowledge of the officers of the Borrower or its Subsidiaries, are required to be filed, and the Borrower and each of its Subsidiaries has paid or caused to be paid to the respective taxing authorities all taxes as shown on said returns or on any assessment received by it to the extent such taxes have become due, except for any such tax, assessment, charge or claim whose amount, applicability or validity is being contested by the Borrower or such Subsidiary, as applicable, in good faith and by proper proceedings and for which the Borrower or any such Subsidiary, as applicable, shall have set aside adequate reserves.

Section 4.9. Titles and Liens. The Borrower or its Subsidiaries have good and absolute title to all properties and assets reflected in the latest consolidated balance sheets referred to in Section 4.5, free and clear of all mortgages, security interests, liens and encumbrances, except for (a) mortgages, security interests and liens permitted by Section 6.1, and (b) covenants, restrictions, rights, easements and minor irregularities in title which do not (i) materially interfere with the business or operations of the Borrower or its Subsidiaries as presently conducted and (ii) materially impair the value of the property to which they attach. In addition, no financing statement naming any of the Borrower or its Subsidiaries as debtor is on file in any office except to perfect only security interests permitted by Section 6.1.

Section 4.10. Plans. Except as set forth and described in Schedule 4.10, none of the Borrower or any of its Subsidiaries currently maintains or has in the past maintained any Plan. None of the Borrower or any of its Subsidiaries has received any notice, nor has it received any knowledge to the effect, that it is not in full compliance in all material respects with any of the requirements of ERISA. No Reportable Event or other fact or circumstance which would reasonably be expected to have an adverse effect on the Plan's tax qualified status exists in connection with any Plan. None of the Borrower or any of its Subsidiaries has:

(a) any accumulated funding deficiency within the meaning of ERISA; or

(b) any liability or know of any fact or circumstances which could result in any liability to the Pension Benefit Guaranty Corporation, the Internal Revenue Service, the Department of Labor or any participant in connection with any Plan (other than accrued benefits which are or which may become payable to participants or beneficiaries of any such Plan).

Section 4.11. Default. The Borrower and each of its Subsidiaries is in compliance with all provisions of all agreements, instruments, decrees and orders to which it is a party or by which it or its property is bound or affected, the breach or default of which could reasonably be expected to have a Material Adverse Effect.

Section 4.12. Environmental Compliance. The Borrower and each of its Subsidiaries have obtained all permits, licenses and other authorizations which are required under federal, state and local laws and regulations relating to emissions, discharges, releases of pollutants, contaminants, hazardous or toxic materials, or wastes into ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or hazardous or toxic materials or wastes ("Environmental Laws") at the facilities of the Borrower or any of its Subsidiaries or in connection with the operation of such facilities. Except as disclosed in Schedule 4.12, the Borrower and each of its Subsidiaries and all activities of the Borrower and each of its Subsidiaries at its respective facilities comply with all Environmental Laws and with all terms and conditions of any required permits, licenses and authorizations applicable to the Borrower or any such Subsidiary with respect thereto. Except as disclosed in Schedule 4.12, the Borrower and each of its

Subsidiaries is in compliance with all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in Environmental Laws or contained in any plan, order, decree, judgment or notice of which the Borrower or such Subsidiary is aware and with respect to which noncompliance would have a Material Adverse Effect. Except as disclosed in Schedule 4.12, none of the Borrower or any of its Subsidiaries is aware of, nor has the Borrower or any of its Subsidiaries received notice of, any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with, or which may give rise to any liability under, any Environmental Laws.

Section 4.13. Submissions to Banks. All financial and other information provided to the Agent or any Bank by or on behalf of the Borrower and its Subsidiaries in connection with the request for the credit facilities contemplated hereby is true and correct in all material respects and, as to projections, valuations or pro forma financial statements, present a good faith opinion as of the date made as to such projections, valuations and pro forma condition and results.

Section 4.14. Financial Solvency. Both before and after giving effect to all of the transactions contemplated in the Loan Documents, the Borrower and each of its Subsidiaries:

(a) was not and will not be insolvent, as that term is used and defined in Section 101(32) of the United States Bankruptcy Code and Section 2 of the Uniform Fraudulent Transfer Act;

(b) does not have unreasonably small capital and is not engaged or about to engage in a business or a transaction for which any remaining assets of the Borrower or such Subsidiary, as applicable, are unreasonably small;

(c) does not, by executing, delivering or performing its obligations under the Loan Documents or by taking any action with respect thereto, intend to, nor believe that it will, incur debts beyond its ability to pay them as they mature;

(d) does not, by executing, delivering or performing its obligations under the Loan Documents or by taking any action with respect thereto, intend to hinder, delay or defraud either its present or future creditors; and

(e) does not contemplate filing a petition in bankruptcy or for an arrangement or reorganization or similar proceeding under any law any jurisdiction or country, and, to the best knowledge of the Borrower and each of its Subsidiaries, is not the subject of any bankruptcy or insolvency proceedings or similar proceedings under any law of any jurisdiction or country threatened or pending against the Borrower or any such Subsidiary.

Section 4.15 Year 2000. The Borrower and each of its Subsidiaries have evaluated all of the data processing systems necessary to the conduct of its business (including computer hardware, software and firmware, and including data processing systems embedded within equipment) and have implemented such hardware and software modifications and upgrades as are necessary for such systems to be Year 2000 Compliant in all material respects, and all such systems are Year 2000 Compliant in all material respects. For purposes hereof, "Year 2000 Compliant" means with respect to any data processing system, (i) that such system accurately records, stores, processes and presents date data with respect to dates on and after January 1, 2000 in the same manner, and with substantially the same functionality, as such system records, stores, processes and presents date data with respect to dates on and before December 31, 1999; and (ii) that such system accurately records, stores, processes and presents date ranges beginning on or before December 31, 1999 and ending on or after January 1, 2000, or occurring entirely on or after January 1, 2000, in the same manner, and with substantially the same functionality, as such system records, stores, processes and presents date ranges occurring entirely on or before December 31, 1999.

ARTICLE V

AFFIRMATIVE COVENANTS

So long as any Revolving Note or Letter of Credit shall remain unpaid or outstanding or any Revolving Commitment shall be outstanding, the Borrower will comply with the following requirements, unless the Required Banks shall otherwise consent in writing:

Section 5.1. Reporting Requirements. The Borrower will deliver, or cause to be delivered, to each Bank each of the following, which shall be in form and detail reasonably acceptable to the Required Banks:

(a) as soon as available, and in any event within 120 days after the end of each fiscal year of the Borrower, the annual audit report of the Borrower and its Subsidiaries with the unqualified opinion of independent certified public accountants selected by the Borrower and acceptable to the Agent, which annual report shall include the balance sheets of the Borrower and its Subsidiaries as at the end of such fiscal year and the related statements of income, retained earnings and cash flows of the Borrower and its Subsidiaries for the fiscal year then ended, prepared on a consolidated and consolidating basis, all in reasonable detail and prepared in accordance with GAAP, together with a certificate of the chief financial officer of the Borrower, substantially in the form of Exhibit E, stating that such annual audit report has been prepared in accordance with GAAP and whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder and, if so, stating in reasonable detail the facts with respect thereto;

(b) as soon as available and in any event on or before the applicable Quarterly Financial Statement Due Date after the end of each fiscal quarter of the Borrower, an unaudited/internal balance sheet and statement of income, cash flow and retained earnings of the Borrower and its Subsidiaries as at the end of and for such quarter and for the year-to-date period then ended, prepared on a consolidated and consolidating basis, in reasonable detail and the figures for the corresponding date and periods in the previous year, all prepared in accordance with GAAP hereof, subject to year-end audit adjustments; and accompanied by a certificate of the chief financial officer of the Borrower, substantially in the form of Exhibit F, stating (i) that such financial statements have been prepared in accordance with GAAP, subject to year-end audit adjustments, (ii) whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder not theretofore reported and remedied and, if so, stating in reasonable detail the facts with respect thereto, and (iii) all relevant facts in reasonable detail to evidence, and the computations as to (A) the status of the Borrower and its Subsidiaries for purposes of establishing the appropriate Eurodollar Rate Margin, Floating Rate Margin and Commitment Fee Percentage and (B) whether or not the Borrower and its Subsidiaries are in compliance with the requirements set forth in Sections 5.8 through 5.10, 6.10 and 6.15;

(c) not later than thirty (30) days after the beginning of each fiscal year of the Borrower, the projected balance sheets, income statements, capital expenditures budget, and cash flow statements for the Borrower and its Subsidiaries for such year, each in reasonable detail, representing the good faith projections of the Borrower for such year, and certified by the chief financial officer of the Borrower as being the most accurate projections available and identical to the projections used by the

Borrower and its Subsidiaries for internal planning purposes, together with such supporting schedules and information as the Agent from time to time may reasonably request;

(d) immediately after the commencement thereof, notice in writing of all litigation and of all proceedings before any governmental or regulatory agency affecting the Borrower or any of its Subsidiaries

of the type described in Section 4.6 or which (i) seek a monetary recovery against, the Borrower or any of its Subsidiaries in excess of $1,000,000; or (ii) if determined adversely to the Borrower or any of its Subsidiaries, could reasonably be expected to have a Material Adverse Effect.

(e) as promptly as practicable (but in any event not later than five (5) Business Days) after an officer of a Borrower obtains knowledge of the occurrence of a Default or Event of Default hereunder, notice of such occurrence, together with a detailed statement by a responsible officer of a Borrower setting forth the steps being taken by the Borrower or any of its Subsidiaries to cure the effect of such Default or Event of Default;

(f) as soon as possible and in any event within thirty (30) days after the Borrower knows or has reason to know that any Reportable Event with respect to any Plan has occurred, the statement of the chief financial officer of the Borrower setting forth details as to such Reportable Event and the action which the Borrower or any of its Subsidiaries proposes to take with respect thereto, together with a copy of the notice of such Reportable Event to the Pension Benefit Guaranty Corporation;

(g) as soon as possible, and in any event within ten (10) days after the Borrower or any of its Subsidiaries fails to make any quarterly contribution required with respect to any Plan under Section 4.12(m) of the Internal Revenue Code of 1986, as amended, the statement of the chief financial officer of the Borrower setting forth details as to such failure and the action which the Borrower or any of its Subsidiaries proposes to take with respect thereto, together with a copy of any notice of such failure required to be provided to the Pension Benefit Guaranty Corporation;

(h) promptly upon obtaining knowledge thereof, notice of the violation by the Borrower or any of its Subsidiaries of any law, rule or regulation, the non-compliance with which could reasonably be expected to have a Material Adverse Effect;

(i) promptly upon their distribution, copies of all financial statements, reports, proxy statements and other communications which the Borrower shall have sent to its stockholders;

(j) promptly after the sending or filing thereof, copies of all regular and periodic financial reports which the Borrower or any of its Subsidiaries shall file with the Securities and Exchange Commission or any national securities exchange; and

(k) such other information respecting the financial conditions and results of operation of the Borrower or any its Subsidiaries, as the Agent or the Required Banks may from time to time reasonably request.

Section 5.2. Books and Records; Inspection and Examination. The Borrower will, and will cause each of its Subsidiaries to, keep accurate books of record and account for itself pertaining to its business and financial condition and such other matters as the Agent may from time to time request in which true and complete entries will be made in accordance with GAAP consistently applied and, upon request of and reasonable notice by the Agent, will permit any officer, employee, attorney or accountant for any Bank to audit, review, make extracts from or copy any and all of its corporate and financial books and records at all reasonable times during ordinary business hours and to discuss its affairs with any of its directors, officers, employees or agents. The Borrower will, and will cause each of its Subsidiaries to, permit any Bank or its employees, accountants, attorneys or agents, to examine and inspect any of its property at any time during ordinary business hours; provided, that each Bank will use reasonable efforts to conduct (or have conducted) any such examination or inspection so as to minimize disruptions to operations.

Section 5.3. Compliance with Laws. The Borrower will, and will cause each of its Subsidiaries to, (a) comply with the requirements of applicable laws and regulations, the noncompliance with which would have a

Material Adverse Effect, (b) use and keep its assets, and will require that others use and keep its assets, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance, the noncompliance with which could reasonably be expected to have a Material Adverse Effect.

Section 5.4. Payment of Taxes and Other Claims. The Borrower will pay or discharge, when due, and will cause each of its Subsidiaries to pay or discharge, when due, (a) all taxes, assessments and governmental charges levied or imposed upon it or upon its income or profits, upon any properties belonging to it prior to the date on which penalties attach thereto, (b) all federal, state and local taxes required to be withheld by it, and (c) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien or charge upon any of its properties; provided, neither the Borrower nor any of its Subsidiaries shall be required to pay any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings and for which the Borrower or such Subsidiary, as applicable, has set aside adequate reserves in accordance with GAAP.

Section 5.5. Maintenance of Properties. The Borrower will, and will cause each of its Subsidiaries to, keep and maintain, all of its properties necessary or useful in its business in good condition, repair and working order (normal wear and tear excepted); provided, however, that nothing in this Section 5.5 shall prevent the Borrower or any of its Subsidiaries from discontinuing the operation and maintenance of any of its properties if such discontinuance is, in the reasonable judgment of the Borrower or such Subsidiary, as

applicable, desirable in the conduct of the its business and not disadvantageous in any material respect to the Banks.

Section 5.6. Insurance. The Borrower will, and will cause each of its Subsidiaries to, obtain and all times maintain, insurance with insurers believed by it to be responsible and reputable in such amounts and against such risks as is usually carried by companies engaged in similar business and owning similar properties in the same general areas in which it operates.

Section 5.7. Preservation of Corporate Existence. The Borrower will, and will cause each of its Subsidiaries to, preserve and maintain its corporate existence and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business and shall conduct its business in an orderly, efficient and regular manner.

Section 5.8. Fixed Charge Coverage Ratio. As of each Covenant Computation Date, the Borrower and its Subsidiaries, on a consolidated basis, will maintain a Fixed Charge Coverage Ratio at not less than 2.00 to 1.00.

Section 5.9 Leverage Ratio. As of each Covenant Computation Date, the Borrower and its Subsidiaries, on a consolidated basis, will maintain a Leverage Ratio at not more than 3.00 to 1.00.

Section 5.10 Minimum Net Worth. As of each Covenant Computation Date, the Borrower and its Subsidiaries, on a consolidated basis, will maintain a Net Worth at an amount not less than the amount set forth below opposite the applicable Covenant Computation Date set forth below:

Applicable Covenant Computation Date	Minimum Net Worth Amount
Closing Date	$99,746,590
February 26, 2000 and each subsequent Covenant Computation Date	Required Net Worth Amount

As used in this Section 5.10, the "Required Net Worth Amount" for any given Covenant Computation Date is an amount equal to the sum of the minimum Net Worth required as of the immediately preceding Covenant Computation Date, plus fifty percent (50%) of the Net Income realized by the Borrower and its Subsidiaries, on a consolidated basis, since such immediately preceding Covenant Computation Date (with any net loss counting as zero in such calculation), plus fifty

percent (50%) of the net cash proceeds received by the Borrower and/or its Subsidiaries from any equity offering made by the Borrower and/or its Subsidiaries since such immediately preceding Covenant Computation Date.

Section 5.11 Merger of Fluoroware and Empak into the Borrower. The Borrower will cause Fluoroware and Empak to merge into the Borrower, with the Borrower as the surviving entity, on or before August 31, 2000.

Section 5.12 Execution of Loan Documentation with Other Senior Unsecured Creditors. On or before January 31, 2000, the Borrower and all significant senior unsecured creditors of Fluoroware will enter into new loan documentation with financial covenants and other terms and covenants acceptable to the Banks, which new loan documentation will refinance such senior unsecured indebtedness at the Borrower level (rather than at the Fluoroware level).

ARTICLE VI

NEGATIVE COVENANTS

So long as any Revolving Note or Letter of Credit shall remain unpaid or outstanding or any Revolving Commitment shall be outstanding, the Borrower will comply with the following requirements, unless the Required Banks shall otherwise consent in writing:

Section 6.1. Liens. The Borrower will not, and will not permit any Subsidiary to, create, incur or suffer to exist any mortgage, deed of trust, pledge, lien, security interest, assignment or transfer upon or of any assets of the Borrower or any such Subsidiary, now owned or hereafter acquired, to secure any indebtedness; excluding from the operation of the foregoing (herein "Permitted Liens"):

(a) mortgages, deeds of trust, pledges, liens, security interests and assignments in existence on the Closing Date and listed in Schedule 6.1 (other than those described in subsection (f) securing indebtedness for borrowed money on the Closing Date);

(b) liens for taxes or assessments or other governmental charges to the extent not required to be paid by Section 5.4;

(c) materialmen's, merchants', carriers', worker's, repairer's, or other like liens arising in the ordinary course of business to the extent not required to be paid by Section 5.4;

(d) pledges or deposits to secure obligations under worker's compensation laws, unemployment insurance and social security laws, or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases or to secure statutory obligations or surety or appeal bonds, or to secure indemnity, performance or other similar bonds in the ordinary course of business;

(e) zoning restrictions, easements, licenses, restrictions on the use of real property or minor irregularities in title thereto, which do not materially impair the use of such property in the operation of the business of the Borrower or any of its Subsidiaries or the value of such property for the purpose of such business; and

(f) purchase money mortgages, liens or security interests, including conditional sale agreements or other title retention agreements and leases which are in the nature of title retention agreements, upon or in property acquired after the Closing Date by the Borrower or any of its Subsidiaries, or mortgages, liens or security interests existing in such property at the time of the acquisition thereof; provided that no such mortgage, lien or security interest extends or shall extend to or cover any property of the Borrower or any of its Subsidiaries other than the property then being acquired and fixed improvements then or thereafter erected thereon.

Section 6.2. Indebtedness. The Borrower will not, and will not permit any Subsidiary to, incur, create, assume, permit or suffer to exist, any indebtedness or liability on account of deposits or advances or any indebtedness for borrowed money, or any other indebtedness or liability evidenced by notes, bonds, debentures or similar obligations, except:

(a) Obligations arising hereunder;

(b) indebtedness in existence on the Closing Date and listed in Schedule 6.2, but not including any extensions of renewals thereof;

(c) Capitalized Lease Liabilities and indebtedness of the Borrower or its Subsidiaries secured by security interests permitted by Section 6.1(f) in an aggregate amount not to exceed $20,000,000 at any time;

(d) indebtedness of Fluoroware in connection with the IDRB Financing, including, without limitation, the indebtedness or reimbursement obligations of Fluoroware with respect to the IDRB Letter of Credit;

(e) indebtedness or reimbursement obligations of the Borrower and/or any of its Subsidiaries with respect to any documentary letter of credit facility in an amount not to exceed $250,000 now or hereafter established by Norwest for the Borrower and/or any such Subsidiary, including any present or future extension, renewal or modification thereof permitted by Norwest;

(f) Subordinated Debt, or renewals thereof, provided that (a) it is subordinated to the prior payment of all indebtedness, reimbursement obligations and guaranties of the Borrower and its Subsidiaries in favor of the Banks on terms and conditions approved in writing by the Banks and (b) the aggregate amount of Subordinated Debt at any one time outstanding does not exceed $12,000,000;

(g) an unsecured irrevocable standby letter of credit issued in the original amount of $1,669,918 by Norwest in favor of Firstar Bank of Minnesota, National Association, for the account of Fluoroware PEI, Inc., as the same is now and may hereafter be amended from time to time;

(h) an unsecured line of credit in an amount not to exceed 2,000,000 German Marks of Fluoroware GmbH in favor of BW-Bank, including any present or future extension or renewal thereof (but not any increase thereof);

(i) an unsecured line of credit in an amount not to exceed 2,000,000 German Marks of Fluoroware GmbH in favor of Commerzbank, including any present or future extension of renewal thereof (but not any increase thereof);

(j) an unsecured line of credit in an amount not to exceed 408,000,000 Japanese Yen of Fluoroware Valqua Japan, K.K. in favor of Bank of Tokyo Mitsubishi, including any present or future extension or renewal thereof (but not any increase thereof);

(k) an unsecured line of credit in an amount not to exceed 392,000,000 Japanese Yen of Fluoroware Valqua Japan, K.K. in favor of Sumitomo Bank, including any present or future extension or renewal thereof (but not any increase thereof);

(l) Rate Hedging Obligations covering notional amounts not exceeding $10,000,000 in aggregate at any one time; and

(m) a line of credit in an amount not to exceed 5,000,000 Ringgits of Entegris Malaysia in favor of Malayan Bank Berhad including any present or future extension or renewal thereof (but not any increase thereof).

Section 6.3. Guaranties. The Borrower will not, and will not permit any Subsidiary to, assume, guarantee, endorse or otherwise become directly or contingently liable in connection with any obligations of any other

Person, except:

(a) guaranties of the Obligations arising hereunder;

(b) the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business;

(c) guaranties, endorsements and other direct or contingent liabilities in connection with the obligations of other Persons in existence on the Closing Date and listed in Schedule 6.3;

(d) a guaranty given by Fluoroware in favor of Norwest in connection with the letter of credit permitted by Section 6.2(f).

Section 6.4. Investments. The Borrower will not, and will not permit any Subsidiary to, purchase or hold beneficially any stock or other securities or evidences of indebtedness of, make or permit to exist any loans or advances to, or create or acquire any Subsidiary or make any investment or acquire any interest whatsoever in, any other Person, except:

(a) investments (either directly or through mutual funds) in direct obligations of the United States of America or any agency or instrumentality thereof whose obligations constitute the full faith and credit obligations of the United States of America having a maturity of one year or less, commercial paper issued by a U.S. corporation rated "A-1" or "A-2" by Standard & Poors Corporation or "P-1" or "P-2" by Moody's Investors Service, certificates of deposit or bankers' acceptances having a maturity of one year or less issued by members of the Federal Reserve System having deposits in excess of $100,000,000 (which certificates of deposit or bankers' acceptances are fully insured by the Federal Deposit Insurance Corporation) and such other investments as the Borrower shall request and the Banks shall approve in writing;

(b) any investment existing on the Closing Date by the Borrower or any of its Subsidiaries in the stock of any Subsidiary or in the stock of any Affiliate;

(c) loans and advances by a Subsidiary to the Borrower or another Subsidiary of the Borrower;

(d) loans to officers and employees of the Borrower or any of its Subsidiaries not exceeding at any one time an aggregate of $500,000;

(e) travel advances to officers and employees of the Borrower or any of its Subsidiaries or any other similar advances in the ordinary course of business;

(f) advances in the form of progress payments, prepaid rent or security deposits or any other similar advances in the ordinary course of business; and

(g) the acquisition of the stock or assets of another Person so long as:

(i) prior to each such acquisition, the Borrower has submitted to the Agent financial projections which establish that, after giving effect to such acquisition:

(A) the Borrower and its Subsidiaries will be in compliance with all covenants and terms of this Agreement and the other Loan Documents through the Maturity Date, and

(B) the Leverage Ratio of the Borrower and its Subsidiaries on a consolidated basis will be not more than 2.50 to 1.00 at all times through the Maturity Date, and

(ii) after giving effect to each such acquisition:

(A) the acquired business of such Person is in the same line of business as an existing business of the Borrower or its Subsidiaries,

(B) the Borrower and its Subsidiaries are in compliance with all covenants and terms of this Agreement and the other Loan Documents at all times through the Maturity Date,

(C) all consideration (whether in the form of cash paid, indebtedness assumed or otherwise) given by the Borrower and its Subsidiaries for acquisitions permitted under this Section 6.4(g) shall not exceed (I) an aggregate amount of $25,000,000 during the fiscal year in which such acquisition occurs, and (II) an aggregate amount of $75,000,000 during the period from the Closing Date through the Maturity Date, and

(D) immediately after the closing of such acquisition, the Leverage Ratio of the Borrower and its Subsidiaries on a consolidated basis is not more than 2.50 to 1.00.

Section 6.5. Restricted Payments. The Borrower will not, during any fiscal year of the Borrower, pay any dividends or distributions (other than dividends or distributions payable in shares of any stock of the Borrower) on any shares of any class of stock of the Borrower or directly or indirectly apply any assets of the Borrower to the redemption, retirement, purchase or other acquisition of any shares of any class of stock of the Borrower, except that the Borrower may apply its assets to purchase the Borrower's issued and outstanding shares of common stock for retirement, if after giving effect to any such purchase, the Borrower is in compliance with all of the provisions of this Agreement.

Section 6.6. Sale or Transfer of Assets; Suspension of Business Operations. The Borrower will not, and will not permit any of its Subsidiaries to, sell, lease, assign, transfer or otherwise dispose of all or a substantial part of its assets (whether in one transaction or in a series of transactions) to any other Person; provided, however, that the restrictions contained in this Section 6.6 shall not apply to or prevent:

(a) the conveyance, lease or transfer by a Subsidiary of all or part of its properties to the Borrower or to another wholly-owned Subsidiary of the Borrower;

(b) sales, leases and assignments by the Borrower or any of its Subsidiaries of its properties in the ordinary course of its business; or

(c) sales or leases by the Borrower or any of its Subsidiaries of its surplus, obsolete or worn-out properties.

Section 6.7 Restrictions on Issuance and Sale of Subsidiary Stock. The Borrower will not:

(a) permit any of its Subsidiaries to issue or sell any shares of stock of any class of any Subsidiary to any other Person, except for the purpose of qualifying directors or satisfying preemptive rights or of paying a common stock dividend on, or splitting, common

stock of such Subsidiary; or

(b) sell, transfer or otherwise dispose of any shares of stock of any class (except to a wholly owned Subsidiary of the Borrower or to qualify directors) of any Subsidiary or permit any Subsidiary to sell, transfer or otherwise dispose of (except to the Borrower or a wholly owned Subsidiary of the Borrower or to qualify directors) any shares of stock of any class of any other Subsidiary.

Notwithstanding the foregoing subsections (a) and (b) of this Section 6.7, the Borrower may permit (i) any Subsidiary to issue such Subsidiary's stock to a Person other than the Borrower or another Subsidiary in an aggregate amount not to exceed ten percent (10%) of such Subsidiary's issued and outstanding stock, and (ii) Nippon Valqua Industries Ltd. to own up to forty-nine percent (49%) of the issued and outstanding stock of Nippon Fluoroware K.K.

Section 6.8. Consolidation and Merger; Asset Acquisitions. The Borrower will not, and will not permit any of its Subsidiaries to, consolidate with or merge into any Person, or permit any other Person to merge into it, or acquire (in a transaction analogous in purpose or effect to a consolidation or merger) all or substantially all the assets of any other Person, provided, however, that the restrictions contained in this Section 6.8 shall not apply to or prevent (i) the consolidation or merger of a Subsidiary with, or a conveyance or transfer of its assets to, the Borrower (if the Borrower shall be the continuing or surviving corporation) or (ii) the acquisition of assets of other Persons permitted by Section 6.4(g).

Section 6.9 Sale and Leaseback. Except with respect to property sold and lease backed by the Borrower or any of its Subsidiaries within 90 days of the acquisition of such property by the Borrower or such Subsidiary, the Borrower will not, and will not permit any of its Subsidiaries to, enter into any arrangement, directly or indirectly, with any other Person whereby the Borrower or such Subsidiary shall sell or transfer any real or personal property, whether now owned or hereafter acquired, and then or thereafter rent or lease as lessee such property or any part thereof or any other property which the Borrower or such Subsidiary intends to use for substantially the same purpose or purposes as the property being sold or transferred, if, after giving effect to any such sale and leaseback, the aggregate sales price for all such property sold and leased back by the Borrower and its Subsidiaries from and after the Closing Date would exceed $1,000,000 in the aggregate.

Section 6.10 Subordinated Debt. The Borrower will not, and will not permit any of its Subsidiaries to, (i) make any payment of, or acquire, any Subordinated Debt except as expressly permitted by the terms of this Agreement and the subordination provisions applicable to such Subordinated Debt; (iii) amend or cancel the subordination provisions of such Subordinated Debt; (iv) take or omit to take any action whereby the subordination of such Subordinated Debt or any part thereof might be terminated, impaired or adversely affected; or (v) omit to give the Agent prompt written notice of any default under any agreement or instrument relating to such Subordinated Debt by reason whereof such Subordinated Debt might become or be declared to be immediately due and payable.

Section 6.11. Restrictions on Nature of Business. The Borrower will not, and will not permit any of its Subsidiaries to, engage in any line of business materially different from that in which it is presently engaged and will not purchase, lease or otherwise acquire assets not related to its business.

Section 6.12 Prohibition of Entering into Negative Pledge Arrangements. The Borrower will not, and will not permit any of its Subsidiaries to, enter into any agreement or covenant with any Person (other than with the Banks, with Norwest, with North Atlantic Life Insurance Company of America in connection with the indebtedness scheduled on Schedule 6.1, with the First National Bank of Chaska in connection with the indebtedness scheduled on Schedule 6.1, with the Massachusetts Mutual in connection with the indebtedness scheduled on Schedule 6.1, with Northern Life Insurance Company and Bankers Security Life Insurance Company with respect to indebtedness scheduled on Schedule 6.1, with American Family Life Insurance Company with respect to indebtedness scheduled on Schedule 6.1, with Marubeni Corporation with respect to indebtedness scheduled on Schedule 6.1, and with U.S. Bank National

Association with respect to indebtedness scheduled on Schedule 6.1) that prohibits the Borrower or any of its Subsidiaries from creating, incurring, assuming or suffering to exist mortgages, deeds of trust or other encumbrances on any of its assets.

Section 6.13. Accounting. The Borrower will not, and will not permit any of its Subsidiaries to, adopt any material change in accounting principles, other than as required by GAAP, and will not adopt, permit or consent to any change in its fiscal year.

Section 6.14. Hazardous Substances. The Borrower will not, and will not permit any of its Subsidiaries to, cause or permit any Hazardous Substances to be disposed of in any manner which might result in any material liability to the Borrower or such Subsidiary, on, under or at any real property which is operated by the Borrower or such Subsidiary or in which the Borrower or such Subsidiary has any interest.

ARTICLE VII

EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 7.1. Events of Default. "Event of Default", wherever used herein, means any one of the following events:

(a) default in the payment of any principal of any Revolving Note when it becomes due and payable; or

(b) default in the payment of any reimbursement obligation in respect of any Letter of Credit when it becomes due and payable; or

(c) default in the payment of any interest on any Revolving Note when it becomes due and payable or any fees, costs or expenses required to be paid by the Borrower or either of the Guarantors under this Agreement or any other Loan Document when the same becomes due and payable; or

(d) default in the performance, or breach, of any covenant or agreement on the part of the Borrower contained in Sections 5.8 through 5.11 or in Article VI; or

(e) default in the performance, or breach, of any covenant or agreement of the Borrower in this Agreement (other than a covenant or agreement a default in whose performance or whose breach is elsewhere in this Section 7.1 specifically dealt with) and the continuance of such default or breach for a period of thirty (30) calendar days after the Borrower has or should reasonably have had notice thereof; or

(f) default in the performance, or breach, of any covenant or agreement of the Borrower or either of the Guarantors in any Loan Document other than this Agreement (other than a covenant or agreement a default in whose performance or whose breach is elsewhere in this Section 7.1 specifically dealt with) and the continuance of such default or breach beyond the applicable period of grace, if any specified in such Loan Document; or

(g) the Borrower or any of its Subsidiaries shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Borrower or any of its Subsidiaries shall apply for or consent to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Borrower or any such Subsidiary, as applicable; or the Borrower or any of its Subsidiaries shall institute (by petition, application, answer, consent or otherwise) any insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Borrower or any of its

Subsidiaries; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of the Borrower or any of its Subsidiaries and such judgment, writ, or similar process shall not be released, vacated or fully bonded within thirty (30) calendar days after its issue or levy; or

(h) a petition naming the Borrower or any of its Subsidiaries as debtor shall be filed under the United States Bankruptcy Code; or

(i) any representation or warranty made by the Borrower or any of its Subsidiaries in any Loan Document or by the Borrower or any of its Subsidiaries (or any of the officers of any such entity) in any request for a Borrowing, or in any other certificate, instrument, or statement contemplated by or made or delivered pursuant to or in connection with any Loan Document, shall prove to have been incorrect in any material respect when made; or

(j) the rendering against the Borrower or any of its Subsidiaries of a final judgment, decree or order for the payment of money in excess of $1,000,000 (unless the payment of such judgment is fully insured) and the continuance of such judgment, decree or order unsatisfied and in effect for any period of thirty (30) consecutive calendar days without a stay of execution; or

(k) a default under any bond, debenture, note, securitization agreement or other evidence of indebtedness or similar obligation of the Borrower or any of its Subsidiaries (other than a default whose breach is elsewhere in this Section 7.1 specifically dealt with) or under any indenture or other instrument under which any such evidence of indebtedness or similar obligation has been issued or by which it is governed and the expiration of the applicable period of grace, if any, specified in such evidence of indebtedness, indenture or other instrument; or

(l) any Reportable Event, which the Agent determines in good faith could reasonably be expected to constitute grounds for the termination of any Plan or for the appointment by the appropriate United States District Court of a trustee to administer any Plan, shall have occurred and be continuing thirty (30) days after written notice to such effect shall have been given to the Borrower or any of its Subsidiaries by the Agent; or any Plan shall have been terminated (other than a standard termination which is not reasonably expected to have a Material Adverse Effect), or a trustee shall have been appointed by an appropriate United States District Court to administer any Plan, or the Pension Benefit Guaranty Corporation shall have instituted proceedings to terminate any Plan or to appoint a trustee to administer any Plan; or

(m) the Borrower or any of its Subsidiaries shall liquidate, dissolve, terminate or suspend its business operations or otherwise fail to operate its business in the ordinary course, or shall sell all or substantially all of its assets; or

(n) each of the Guarantors shall repudiate, purport to revoke or fail to perform any of such Guarantor's obligations under any Loan Document to which such Guarantor is a party; or

(o) a Change of Control shall occur with respect to the Borrower; or

(p) the Borrower shall repudiate, purport to revoke, or fail to perform any of such Borrower's obligations under any guaranty given by the Borrower to the Banks or to any of the Banks (other than a repudiation, purported revocation or failure which is elsewhere in this Section 7.1 specifically dealt with); or

(q) An Event of Default (as defined therein) shall occur and

be continuing under IDRB Letter of Credit Reimbursement Agreement; or

(r) The Borrower or any of its Subsidiaries shall make any payment of Subordinated Debt which is prohibited by the applicable subordination provisions or shall consent to or participate in any act whatsoever if such act is a violation of any of the applicable subordination provisions.

Section 7.2. Rights and Remedies. Upon the occurrence of an Event of Default or at any time thereafter until such Event of Default is cured or waived to the written satisfaction of the Required Banks, the Agent or the Required Banks may (and, upon written request of the Required Banks the Agent shall) exercise any or all of the following rights and remedies:

(a) by notice to the Borrower, declare the Revolving Commitments to be terminated, whereupon the same shall forthwith terminate;

(b) by notice to the Borrower, declare the entire unpaid principal amount of the Revolving Notes, all interest accrued and unpaid thereon, and all other Obligations to be forthwith due and payable, whereupon the Revolving Notes, all such accrued interest and all such other Obligations shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower;

(c) without notice to the Borrower and without further action, apply any and all monies owing by any Bank to the Borrower or to any of its Subsidiaries to the payment of the Revolving Notes, including interest accrued thereon, and to payment to payment of all other Obligations then owing by the Borrower;

(d) exercise and enforce the rights and remedies available to the Agent, the Banks or to any Bank under any Loan Document; and

(e) exercise any other rights and remedies available to the Agent, the Banks or to any Bank by law or agreement.

Notwithstanding the foregoing, upon the occurrence of an Event of Default described in Section 7.1(h) hereof, the entire unpaid principal amount of the Revolving Notes, all interest accrued and unpaid thereon, and all other amounts payable under this Agreement shall be immediately due and payable without presentment, demand, protest or notice of any kind.

ARTICLE VIII

AGREEMENT AMONG BANKS AND AGENT

Section 8.1. Authorization; Powers. Each Bank irrevocably appoints and authorizes the Agent to act as administrative agent for and on behalf of such Bank to the extent provided herein, in any Loan Documents or in any other document or instrument delivered hereunder or in connection herewith, and to take such other actions as may be reasonably incidental thereto. The Agent agrees to act as administrative agent for each Bank upon the express conditions contained in this Article VIII, but in no event shall the Agent constitute a fiduciary of any Bank, nor shall the Agent have any fiduciary responsibilities in respect of any Bank. In furtherance of the foregoing, and not in limitation thereof, each Bank irrevocably (a) authorizes the Agent to execute and deliver and perform those obligations under each of the Loan Documents to which the Agent is a party as are specifically delegated to the Agent, and to exercise all rights, powers and remedies as may be specifically delegated hereunder or thereunder, together with such additional powers as may be reasonably incidental thereto, (b) appoints the Agent as nominal beneficiary or nominal secured party, as the case may be, under the Loan Documents and all related UCC financing statements (if and to the extent collateral security is granted with respect to the Obligations), and (c) authorizes the Agent to act as agent of and for such Bank for purposes of holding, perfecting and disposing of collateral under the Loan Documents (if and to the extent collateral security is granted with respect to the Obligations). As to any matters not expressly provided for by the Loan Documents, the Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain

from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Banks or, if so required pursuant to Section 9.2, upon the instructions of all Banks; provided, however, that except for action expressly required of the Agent hereunder, the Agent shall in all cases be fully justified in failing or refusing to act hereunder unless it shall be indemnified to its satisfaction by the Banks against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action, and the Agent shall not in any event be required to take any action which is contrary to the Loan Documents or applicable law.

Section 8.2. Application of Proceeds. The Agent, after deduction of any costs of collection, as provided in Section 8.5, shall remit to each Bank (to the extent a Bank is to share therein) that Bank's pro rata share of all payments of principal, interest and fees payable hereunder in accordance with such Bank's appropriate Percentage; provided, however, that all payments received after the termination of the Revolving Commitments following the occurrence of an Event of Default, after application to the costs and expenses

incurred by the Agent or any Bank in collection thereof (as contemplated in Section 8.5), shall be allocated to the Banks in accordance with their Default Percentages. Each Bank's interest under the Loan Documents shall be payable solely from payments, collections and proceeds actually received by the Agent under the Loan Documents; and the Agent's only liability to a Bank with respect to any such payments, collections and proceeds shall be to account for such Bank's Percentage (or Default Percentage, as the case may be) of such payments, collections and proceeds in accordance with this Agreement. If the Agent is required for any reason to refund any such payments, collections or proceeds, each Bank will refund to the Agent, upon demand, its Percentage (or Default Percentage, as the case may be) of such payments, collections or proceeds, together with its Percentage (or Default Percentage, as the case may be) of interest or penalties, if any, payable by the Agent in connection with such refund. If any Bank has wrongfully refused to fund its Percentage of any Borrowing, or if the outstanding principal balance of the Advances made by any Bank is for any other reason less than its respective Percentage of the aggregate principal balance of all Advances, the Agent may remit payments received by it to the other Banks until such payments have reduced the aggregate amounts owed by the Borrower to the extent that the aggregate amount of the Advances owing to such Bank hereunder are equal to its Percentage of the aggregate amounts of the Advances owing to all of the Banks hereunder. The foregoing provision is intended only to set forth certain rules for the application of payments, proceeds and collections in the event that a Bank has breached its obligations hereunder and shall not be deemed to excuse any Bank from such obligations.

Section 8.3. Exculpation. The Agent shall not be liable for any action taken or omitted to be taken by the Agent in connection with the Loan Documents, except for its own gross negligence or willful misconduct. The Agent shall be entitled to rely upon advice of counsel concerning legal matters, the advice of independent public accountants with respect to accounting matters and advice of other experts as to any other matters and upon any Loan Document and any schedule, certificate, statement, report, notice or other writing which it reasonably believes to be genuine or to have been presented by a proper Person. Neither the Agent nor any of its directors, officers, employees or agents shall be responsible or in any way liable for (a) any recitals, representations or warranties contained in, or for the execution, validity, genuineness, effectiveness or enforceability of any Loan Document, or any other instrument or document delivered hereunder or in connection herewith, (b) the validity, genuineness, perfection, effectiveness, enforceability, existence, value of enforcement of any collateral (if and to the extent collateral security is granted with respect to the Obligations) or (c) any action taken or omitted by it. The designation of Norwest as Agent hereunder shall in no way impair or affect any of the rights and powers of, or impose any duties or obligations upon, Norwest in its individual capacity as Bank hereunder.

Section 8.4. Use of the Term "Agent". The term "Agent" is used herein in reference to the Agent merely as a matter of custom. It is intended to reflect only an administrative relationship between the Agent and the Banks, in each case as independent contracting parties. However, the obligations of the Agent shall be limited to those expressly

set forth herein and in no event shall the use of such term create or imply any fiduciary relationship or any other obligation arising under the general law of agency.

Section 8.5. Reimbursement for Costs and Expenses. All payments, collections and proceeds received or effected by the Agent may be applied first to pay or reimburse the Agent for all reasonable costs and expenses at any time incurred by or imposed upon the Agent in connection with this Agreement or any other Loan Document (including but not limited to all reasonable attorney's fees (including allocated costs of in-house counsel), foreclosure expenses and advances made to protect the security of any collateral (if and to the extent collateral security is granted with respect to the Obligations), but excluding any costs, expenses, damages or liabilities arising from the gross negligence or willful misconduct of the Agent). If the Agent does not receive payments, collections or proceeds sufficient to cover any such costs and expenses within five (5) days after their incurrence or imposition, each Bank shall, upon demand, remit to the Agent such Bank's Percentage of the difference between (i) such costs and expenses and (ii) such payments, collections and proceeds, together with interest on such amount for each day following the thirtieth day after demand therefor until so remitted at a rate equal to the Federal Funds Rate for each such day.

Section 8.6. Payments Received Directly by Banks. If any Bank shall obtain any payment or other recovery (whether voluntary, involuntary, by application of offset or otherwise) on account of the Revolving Facility or on account of any fees under this Agreement (other than through distributions made in accordance with Section 8.2 hereof) in excess of such Bank's applicable Percentage with respect to the Revolving Facility (or such Bank's Default Percentage, if applicable), such Bank shall promptly give notice of such fact to the Agent and shall promptly remit to the Agent such amount as shall be necessary to cause the remitting Bank to share such excess payment or other recovery ratably with each of the Banks in accordance with their respective Percentages, (or Default Percentages, as the case may be) together with interest for each day on such amount until so remitted at a rate equal to the Federal Funds Rate for each such day; provided, however, that if all or any portion of the excess payment or other recovery is thereafter recovered from such remitting Bank or holder, the remittance shall be restored to the extent of such recovery.

Section 8.7. Indemnification. Each Bank severally (but not jointly) hereby agrees to indemnify and hold harmless the Agent, as well as the Agent's agents, employees, officers and directors, ratably according to their respective Percentages from and against any and all losses, liabilities (including liabilities for penalties), actions, suits, judgment, demands, damages, costs, disbursements, or expenses (including attorneys' fees and expenses)(including allocated costs of in-house counsel)) of any kind or nature whatsoever, which are imposed on, incurred by, or asserted against the Agent or its agents, employees, officers or directors in any way relating to or arising out of the Loan Documents, or as a result of any action taken or omitted to be taken by the Agent; provided, however, that no Bank shall be liable for any portion of any such losses, liabilities (including liabilities for penalties), actions, suits, judgments, demands, damages, costs disbursements, or expenses resulting from the gross negligence or willful misconduct of the Agent. Notwithstanding any

other provision of the Loan Documents, the Agent shall in all cases be fully justified in failing or refusing to act hereunder unless it shall be indemnified to its satisfaction by the Banks against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action.

Section 8.8. Agent and Affiliates. Norwest shall have the same rights and powers in its capacity as a Bank hereunder as any other Bank, and may exercise or refrain from exercising the same as though it were not the Agent, and Norwest and its affiliates may accept deposits from and generally engage in any kind of business with the Borrower and its Subsidiaries or any affiliate of the Borrower and its Subsidiaries as fully as if Norwest were not the Agent hereunder.

Section 8.9. Credit Investigation. Each Bank acknowledges that it has made such inquiries and taken such care on its own behalf as would have been the case had its Revolving Commitment been granted and its Advances made directly by such Bank to the Borrower without the intervention of the Agent or any other Bank. Each Bank agrees and acknowledges that the Agent makes no representations or warranties about the creditworthiness of the Borrower or any other party to this Agreement or with respect to the legality, validity, sufficiency or enforceability of this Agreement, any Loan Document or any other instrument or document delivered hereunder or in connection herewith.

Section 8.10. Defaults. The Agent shall have no duty to inquire into any performance or failure to perform by the Borrower or its Subsidiaries and shall not be deemed to have knowledge of the occurrence of a Default or an Event of Default (other than under Sections 7.1(a), 7.1(b) or 7.1(c)) hereof unless the Agent has received notice from a Bank or the Borrower specifying the occurrence of such Default or Event of Default. In the event that the Agent receives such a notice of the occurrence of a Default or an Event of Default, the Agent shall give prompt notice thereof to the Banks. In the event of any Default, the Agent shall (subject to Section 8.7 hereof) (a) in the case of a Default that constitutes an Event of Default, not take any the actions referred to in Section 7.2(b) hereof unless so directed by the Required Banks, and (b) in the case of any Default, take such actions with respect to such Default as shall be directed by the Required Banks; provided that, unless and until the Agent shall have received such directions, the Agent may take any action, or refrain from taking any action, with respect to such Default as it shall deem advisable in the best interest of the Banks.

Section 8.11. Obligations Several. The obligations of each Bank hereunder are the several obligations of such Bank, and neither any Bank nor the Agent shall be responsible for the obligations of any other Bank hereunder, nor will the failure by the Agent or any Bank to perform any of its obligations hereunder relieve the Agent or any other Bank from the performance of its respective obligations hereunder. Nothing contained in this Agreement, and no action taken by any Bank or the Agent pursuant hereto or in connection herewith or pursuant to or in connection with the Loan Documents shall be deemed to

constitute the Banks, together or with or without the Agent, as a partnership, association, joint venture, or other entity.

Section 8.12. Sale or Assignment; Addition of Banks. Except as permitted under the terms and conditions of this Section 8.12 or, with respect to participations, under Section 8.13, no Bank may sell, assign or transfer its rights or obligations under this Agreement or its interest in any Revolving Note. Any Bank, at any time upon at least five (5) Business Days' prior written notice to the Agent and the Borrower (unless the Agent and the Borrower consent to a shorter period of time), may assign all or a portion (provided such portion is not less than $5,000,000) of such Bank's Revolving Note, Advances and Revolving Commitment to a domestic or foreign bank (having a branch office in the United States), an insurance company or other financial institution (an "Applicant") on any date (the "Adjustment Date") selected by such Bank, but only so long as the Borrower and the Agent shall have provided their prior written approval of such proposed Applicant. Notwithstanding the foregoing, (i) the Borrower will not unreasonably withhold their consent to any such assignment, (ii) no such consent of the Borrower shall be required after the occurrence and during the continuance of an Event of Default, and (iii) no such consent of the Borrower or the Agent shall be required in connection with an assignment to the Federal Reserve Bank for purposes of satisfying a Bank's capital requirements. Upon receipt of such approval and to confirm the status of each additional Bank as a party to this Agreement and to evidence the assignment in accordance herewith:

(a) the Agent, the Borrower (if the Borrower's consent is required), the assigning Bank and such Applicant shall, on or before the Adjustment Date, execute and deliver to the Agent an Assignment Certificate in substantially the form of Exhibit G (an "Assignment Certificate");

(b) if requested by the Agent, the Borrower will execute and deliver to the Agent, for delivery by the Agent in accordance with the terms of the Assignment Certificate, (i) a new Revolving Note payable to the order of the Applicant in the amount corresponding to the applicable

Revolving Commitment acquired by such Applicant and (ii) a new Revolving Note payable to the order of the assigning Bank in the amount corresponding to the retained Revolving Commitment. Such new Revolving Notes shall be in an aggregate principal amount equal to the principal amount of the Revolving Notes to be replaced by such new Revolving Notes, shall be dated the effective date of such assignment and shall otherwise be in the form of the Revolving Note to be replaced thereby. Such new Revolving Notes shall be issued in substitution for, but not in satisfaction or payment of, the Revolving Note being replaced thereby and such new Revolving Notes shall be treated as Revolving Notes for purposes of this Agreement; and

(c) the assigning Bank shall pay to the Agent an administrative fee of $3,000.

Upon the execution and delivery of such Assignment Certificate and such new Revolving Notes, and effective as of the effective date thereof (i) this Agreement shall be deemed to be amended to the extent, and only to the extent, necessary to reflect the addition of such additional Bank and the resulting adjustment of the Percentages arising therefrom, (ii) the assigning Bank shall be relieved of all obligations hereunder to the extent of the reduction of the assigning Bank's Percentage, and (iii) the Applicant shall become a party hereto and shall be entitled to all rights, benefits and privileges accorded to a Bank herein and in each other Loan Document or other document or instrument executed pursuant hereto and subject to all obligations of a Bank hereunder, including, without limitation, the right to approve or disapprove actions which, in accordance with the terms hereof, require the approval of the Required Banks or all Banks. In order to facilitate the addition of additional Banks hereto, the Borrower (subject to their approval rights hereunder, if any) and the Banks shall cooperate fully with the Agent in connection therewith and shall provide all reasonable assistance requested by the Agent relating thereto, including, without limitation, the furnishing of such written materials and financial information regarding the Borrower as the Agent may reasonably request, the execution of such documents as the Agent may reasonably request with respect thereto, and the participation by officers of the Borrower, and the Banks in a meeting or teleconference call with any Applicant upon the request of the Agent.

Section 8.13. Participation. In addition to the rights granted in Section 8.12, each Bank may grant participations in all or a portion of its Revolving Note, Advances and Revolving Commitment to any domestic or foreign commercial bank (having a branch office in the United States), insurance company, financial institution or an affiliate of such Bank. No holder of any such participation shall be entitled to require any Bank to take or omit to take any action hereunder. The Banks shall not, as among the Borrower, the Agent and the Banks, be relieved of any of their respective obligations hereunder as a result of any such granting of a participation. The Borrower hereby acknowledges and agrees that any participation described in this Section 8.13 may rely upon, and possess all rights under, any opinions, certificates, or other instruments or documents delivered under or in connection with any Loan Document. Except as set forth in this Section 8.13, no Bank may grant any participation in its Revolving Note, Advances or Revolving Commitment.

Section 8.14. Withholding Tax Exemption. At least five (5) Business Days prior to the first date on which interest or fees are payable hereunder for the account of any Bank, each Bank that is not incorporated under the laws of the United States of America, or a state thereof, agrees that it will deliver to the Borrower and the Agent two duly completed copies of United States Internal Revenue Service Form 1001 or 4224, certifying in either case that such Bank is entitled to receive payments under this Agreement and the Revolving Notes without deduction or withholding of any United States federal income taxes. Each Bank which so delivers a Form 1001 or 4224 further undertakes to deliver to the Borrower and the Agent two additional copies of such form (or a successor form) on or before the date that such form expires (currently, three successive calendar years for Form 1001 and one calendar year for Form 4224) or becomes obsolete or after the occurrence of any event requiring a change in the most recent forms so delivered by it, and such amendments thereto or

extensions or renewals thereof as may be reasonably requested by the Borrower or the Agent, in each case certifying that such Bank is entitled to receive payments under this Agreement and the Revolving Notes without deduction or withholding of any United States federal income taxes, unless an event (including without limitation any change in treaty, law or regulation) has occurred prior to the date on which any such delivery would otherwise be required which renders all such forms inapplicable or which would prevent such Bank from duly completing and delivering any such form with respect to it and such Bank advises the Borrower and the Agent that it is not capable of receiving payments without any deduction or withholding of United States federal income tax.

Section 8.15. Borrower not a Beneficiary or Party. Except with respect to the limitation of liability applicable to the Banks under Section 8.11 and the Borrower's right to approve additional Banks in accordance with Section 8.12, the provisions and agreements in this Article VIII are solely among the Banks and the Agent and the Borrower shall not be considered a party thereto or a beneficiary thereof.

ARTICLE IX

MISCELLANEOUS

Section 9.1. No Waiver; Cumulative Remedies. No failure or delay on the part of the Agent or any Bank in exercising any right, power or remedy under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy under the Loan Documents. The remedies provided in the Loan Documents are cumulative and not exclusive of any remedies provided by law.

Section 9.2. Amendments, Requested Waivers, Etc. No amendment, modification, termination or waiver of any provision of any Loan Document or consent to any departure by the Borrower or either of the Guarantors therefrom shall be effective unless the same shall be in writing and signed by the Required Banks and, if the rights or duties of the Agent are affected thereby, by the Agent; provided that no amendment, modification, termination, waiver or consent shall do any of the following unless the same shall be in writing and signed by all Banks: (a) change the amount of any Revolving Commitment (except as permitted in accordance with Section 8.12), (b) increase the Revolving Commitment Amount, (c) reduce the amount of any principal of or interest due on any Advances or any fees payable to the Banks hereunder, (d) postpone any date fixed for any payment of principal of or interest on any outstanding Advances or any fees payable to the Banks hereunder, (e) change the definition of "Required Banks," (f) amend this Section 9.2 or any other provision of this Agreement requiring the consent or other action of the Required Banks or all Banks, (g) release the Guaranties or (h) release, subordinate or terminate any security interest in or mortgage lien on any collateral (if and to the extent collateral security is granted with respect to the Obligations). Any waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for

which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

Section 9.3. Addresses for Notices, Etc. Except as otherwise expressly provided herein, all notices, requests, demands and other communications provided for under the Loan Documents shall be in writing and mailed or delivered to the applicable parties at their respective addresses set forth on the execution pages hereto, or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 9.3. All such notices, requests, demands and other communications, when delivered, shall be effective upon actual delivery and when mailed, shall be effective when sent by nationally recognized overnight mail courier or delivery service, addressed as aforesaid, except that notices or requests to the Agent or any Bank pursuant to any of the provisions of Article II shall not be effective until received by the Agent or such Bank.

Section 9.4. Costs and Expenses. The Borrower will reimburse

the Agent for (a) any and all reasonable out-of-pocket costs and expenses, including without limitation reasonable attorneys' fees and expenses (including allocated costs of in-house counsel), lien and UCC searches, title and recording expenses and other similar expenses, paid or incurred by the Agent in connection with the preparation, filing or recording of the Loan Documents and any other document or agreement related hereto or thereto, and the transactions contemplated hereby (which amount shall be paid on the Closing Date or as soon thereafter as demand is made therefor) and the negotiation of any amendments, modifications or extensions to or of any of the foregoing documents, instruments or agreements and the preparation of any and all documents necessary or desirable to effect such amendments, modifications or extensions, (b) customary transaction fees of the Agent incurred in connection with the loans contemplated hereby, (c) reasonable fees in connection with any audits or inspections by the Agent of any collateral (if and to the extent collateral security is granted with respect to the Obligations) or the operations or business of the Borrower and/or its Subsidiaries, whether conducted at the premises of the Borrower and/or its Subsidiaries or at the Agent's premises, and (d) any and all other reasonable out-of-pocket costs and expenses incurred by the Agent in connection with any of the transactions contemplated hereby. The Borrower will reimburse the Agent and each Bank for any and all costs and expenses incurred by the Agent or any Bank in connection with the enforcement of any of the rights or remedies of the Agent or the Banks under any of the Loan Documents or under applicable law, whether or not suit is filed with respect thereto.

Section 9.5. Indemnity. In addition to the payment of expenses pursuant to Section 9.4, the Borrower agrees to indemnify, defend and hold harmless the Agent, each Bank and each of their respective participants, parent corporations, subsidiary corporations, affiliated corporations, successor corporations, and all present and future officers, directors, employees and agents (the "Indemnitees"), from and against (i) any claim, loss or damage to which any Indemnitee may be subjected as a result of any past, present or future existence, use, handling, storage, transportation or disposal of any Hazardous Substance by the

Borrower or any of its Subsidiaries or with respect to any property owned, leased or controlled by the Borrower or any of its Subsidiaries, (ii) any and all transfer taxes, documentary taxes, assessments or charges made by any governmental authority (excluding income or gross receipts taxes) by reason of the execution and delivery of this Agreement and the other Loan Documents or the making of any Advances and (iii) any and all liabilities, losses, damages, penalties, judgments, suits, claims, costs and expenses of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel) in connection with any investigative, administrative or judicial proceedings, whether or not such Indemnitee shall be designated a party thereto, which may be imposed on, incurred by or asserted against such Indemnitee, in any manner relating to or arising out of or in connection with, the making of any Advances or entering into this Agreement or any other Loan Documents or the use or intended use of the proceeds of the Advances, excepting, however, from the foregoing any such liabilities, losses, damages, penalties, judgments, suits, claims, costs and expenses resulting solely from the willful misconduct or gross negligence of any Indemnitee. If any investigative, judicial or administrative proceeding arising from any of the foregoing is brought against any Indemnitee, upon request of such Indemnitee, the Borrower, or counsel designated by the Borrower and satisfactory to the Indemnitee, will resist and defend such action, suit or proceeding to the extent and in the manner directed by the Indemnitee, at the Borrower's sole cost and expense. Each Indemnitee will use its best efforts to cooperate in the defense of any such action, suit or proceeding. If the foregoing undertaking to indemnify, defend and hold harmless may be held to be unenforceable because it violates any law or public policy, the Borrower shall nevertheless make the maximum contribution to the payment and satisfaction of each of the indemnified liabilities contemplated hereby which is permissible under applicable law. The obligations of the Borrower under this Section 9.5 shall survive termination of this Agreement and the discharge of the Obligations.

Section 9.6. Execution in Counterparts. This Agreement and other Loan Documents may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

Section 9.7. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) Governing Law. The Loan Documents shall be governed by, and construed in accordance with, the laws of the State of Minnesota, except to the extent the law of any other jurisdiction applies as to the perfection or enforcement of the any security interest in any collateral (if and to the extend collateral security is granted with respect to the Obligations) and except to the extent expressly provided to the contrary in any Loan Document.

(b) Jurisdiction. The Borrower, the Agent and the Banks hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the State of Minnesota in any action or proceeding arising out of or relating to this Agreement

or any of the other Loan Documents, and the Borrower, the Agent and the Banks hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such state or federal court. The Borrower, the Agent and the Banks hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The Borrower agrees that a final judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section 9.7(b) shall affect the right of the Agent or any Bank to serve legal process in any other manner permitted by law or affect the right of the Agent or any Bank to bring any action or proceeding against the Borrower or any of its Subsidiaries or the property of the Borrower or any of its Subsidiaries in the courts of other jurisdictions.

(c) WAIVER OF JURY TRIAL. THE BORROWER, THE BANKS AND THE AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED THEREUNDER.

Section 9.8. Integration; Inconsistency. This Agreement, together with the Loan Documents, comprise the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to such subject matter, superseding all prior oral or written understandings. If any provision of a Loan Document is inconsistent with or conflicts with a comparable or similar provision appearing in this Agreement, the comparable or similar provision in this Agreement shall govern.

Section 9.9. Agreement Effectiveness. This Agreement shall become effective upon delivery of fully executed counterparts hereof to each of the parties hereto.

Section 9.10. Advice from Independent Counsel. The parties hereto understand that this Agreement is a legally binding agreement that may affect such party's rights. Each party hereto represents to the other that it has received legal advice from counsel of its choice regarding the meaning and legal significance of this Agreement and that it is satisfied with its legal counsel and the advice received from it.

Section 9.11. Binding Effect; No Assignment by Borrower. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Banks, the Agent and their respective successors and assigns; provided, however, the Borrower may assign any or all of its rights or obligations hereunder or any of its interest herein without the prior written consent of all Banks.

Section 9.12. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Section 9.13. Headings. Article and Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

[Remainder of this page intentionally left blank;
signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

Address:
3500 Lyman Boulevard
Chaska, Minnesota 55318
Attn: John Villas
Telecopy No. (612) 556-8644

ENTEGRIS, INC.

By /s/ Stan Geyer

Its President/Chief Executive Officer

And

By /s/ Del Jensen

Its Executive Vice President

Address:
7900 Xerxes Avenue South
Bloomington, Minnesota 55431-2206
Attn: Brad Sullivan
Telecopy No. (612) 316-4203

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION, as Bank and as Agent

By /s/ Brad Sullivan

Its Portfolio Manager/AVP

Revolving Commitment: $15,000,000
Percentage: 50%

Address:
111 West Monroe
P.O. Box 755
Chicago, Illinois 60690
Attn: Catherine C. Ciolek
Telecopy No. (312) 293-5040

HARRIS TRUST AND SAVINGS BANK

By /s/ Catherine Ciolek

Its Vice President

Revolving Commitment: $15,000,000
Percentage: 50%

EXHIBIT 10.3

FIRST AMENDMENT TO CREDIT AGREEMENT

This Amendment, dated as of October 17, 2000, but retroactively effective as of August 31, 2000, is made by and among ENTEGRIS, INC., a Minnesota corporation (the "Borrower"), each of the banks appearing on the signature pages hereof, together with such other banks as may from time to time become a party to the Credit Agreement (defined below) pursuant to the terms and conditions of Article VIII of the Credit Agreement (herein collectively called the "Banks" and individually each called a "Bank"), and WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, a national banking association, formerly known as Norwest Bank Minnesota, National Association, in its separate capacity as administrative agent for itself and all other Banks (in such capacity, the "Agent").

Recitals

A. The Borrower, the Banks and the Agent have entered into a Credit Agreement dated as of November 30, 1999 (as the same may hereafter be amended or restated from time to time, the "Credit Agreement").

B. The Borrower has requested that the Banks and the Agent, among other things, amend Section 5.11 of the Credit Agreement.

C. The Banks and the Agent are willing to grant the Borrower's requests subject to the terms and conditions set forth below.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the Borrower, the Banks and the Agent agree as follows:

1. All capitalized terms used in this Amendment and not otherwise specifically defined in this Amendment shall have the meanings given such terms in the Credit Agreement.

2. Section 1.1 of the Credit Agreement is hereby amended by adding the following new definition of "First Amendment" in the appropriate alphabetical location:

> "'First Amendment' means the First Amendment to Credit Agreement, dated as of October 17, 2000, but retroactively effective as of August 31, 2000, by and among the Borrower, the Banks and the Agent."

3. Section 5.11 of the Credit Agreement is hereby amended in its entirety to read as follows:

> "Section 5.11 Merger of Fluoroware and Empak into the Borrower. The Borrower will cause Fluoroware and Empak to merge into the Borrower, with the Borrower as the surviving entity, on or before November 30, 2001."

4. To the extent that any Default or Event of Default exists as a result of the Borrower's failure to comply with the provisions of Section 5.11 of the Credit Agreement prior to the amendment of Section 5.11 of the Credit Agreement pursuant to the provisions of this Amendment, the Banks and the Agent hereby waive any such Default or Event of Default. This waiver shall be effective only in this specific instance and for the specific purpose for which it is given. This waiver shall not entitle the Borrower to any other or further waiver in any similar or other circumstances.

5. Except as amended by this Amendment, all of the terms and conditions of the Credit Agreement and the other Loan Documents shall remain in all other respects in full force and effect.

6. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

7. The Borrower and each Guarantor, by signing its respective Acknowledgment and Agreement set forth below, each hereby absolutely

and unconditionally releases and forever discharges the Agent and each of the Banks, and any and all participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing (the "Released Parties"), from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, which the Borrower or such Guarantor has had, now has or has made claim to have against such Released Party for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Amendment in connection with or related to the transactions evidenced by the Loan Documents, whether such claims, demands and causes of action are mature or unmatured or known or unknown.

8. Except as expressly waived pursuant to paragraph 4 of this Amendment, the execution of this Amendment shall not be deemed to be a waiver of any Default or Event of Default under the Credit Agreement, whether or not known to the Agent and/or the Banks and whether or not existing on the date of this Amendment.

9. The Borrower hereby represents and warrants to the Agent and the Banks as follows:

(a) The Borrower has all requisite power and authority to execute this Amendment and to perform all of its obligations under the Credit Agreement, as amended by this Amendment, and the Credit Agreement, as amended by this Amendment, and the other Loan Documents executed on behalf of the Borrower have been duly executed and delivered by the Borrower and constitute the legal, valid and

binding obligations of the Borrower, enforceable in accordance with their respective terms.

(b) The execution, delivery and performance by the Borrower of the Credit Agreement, as amended by this Amendment, and the other Loan Documents executed on behalf of the Borrower have been duly authorized by all necessary corporate action and do not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to the Borrower, or the Articles of Incorporation or By-laws of the Borrower, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrower is a party or by which it or its properties may be bound or affected.

(c) All of the representations and warranties contained in Article IV of the Credit Agreement are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.

10. References. All references in the Credit Agreement to "this Agreement" shall be deemed to refer to the Credit Agreement as amended by this Amendment; and any and all references in any of the other Loan Documents to the "Credit Agreement" shall be deemed to refer to the Credit Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

ENTEGRIS, INC.

By /s/ John Villas

Its Chief Financial Officer

And

By /s/ Stan Geyer

Its Chief Executive Officer

WELLS FARGO BANK MINNESOTA,
NATIONAL ASSOCIATION,
formerly known as Norwest Bank Minnesota, National Association, as Bank and as Agent

By /s/ Richard G. Trembley

Its Vice President

HARRIS TRUST AND SAVINGS BANK, as Bank

By /s/ John Quigley

Its Vice President

ACKNOWLEDGMENT AND AGREEMENT OF GUARANTORS

The undersigned, each a guarantor of all debts, liabilities and other obligations of Entegris, Inc., a Minnesota corporation (the "Borrower") to the Banks (as defined in the foregoing Amendment) and the Agent (as defined in the foregoing Amendment) under the Credit Agreement (as defined in the foregoing Amendment) and related Loan Documents (as defined in the foregoing Amendment) pursuant to a separate Guaranty each dated as of November 30, 1999 (each, a "Guaranty"), hereby (a) acknowledges receipt of the foregoing Amendment; (b) consents to the terms of the foregoing Amendment (including, without limitation, the release set forth in paragraph 7 of the foregoing Amendment) and execution of the foregoing Amendment by the Borrower; (c) reaffirms its obligations to the Agent and the Banks pursuant to the terms of its Guaranty and any other Loan Documents to which it is a party; and (d) acknowledges that the Agent and the Banks may amend, restate, extend, renew, or otherwise modify the Credit Agreement or any other Loan Document or any indebtedness or agreement of the Borrower in favor of the Agent and/or the Banks, or enter into any agreement or extend additional or other credit accommodations to the Borrower, without notifying or obtaining the consent of the undersigned and without impairing the liability of the undersigned under its Guaranty and any other Loan Documents to which it is a party.

FLUOROWARE, INC.

By

Its

EMPAK, INC.

By

Its

EXHIBIT 10.4

SECOND AMENDMENT TO CREDIT AGREEMENT

This Amendment, dated as of March 1, 2002, is made by and among ENTEGRIS, INC., a Minnesota corporation (the "Borrower"), each of the banks appearing on the signature pages hereof, together with such other banks as may from time to time become a party to the Credit Agreement (defined below) pursuant to the terms and conditions of Article VIII of the Credit Agreement (herein collectively called the "Banks" and individually each called a "Bank"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, assignee of Wells Fargo Bank Minnesota, National Association, formerly known as Norwest Bank Minnesota, National Association, in its separate capacity as administrative agent for itself and all other Banks (in such capacity, the "Agent").

Recitals

A. The Borrower, the Banks and the Agent have entered into a Credit Agreement dated as of November 30, 1999, as amended by a First Amendment to Credit Agreement dated as of October 17, 2000 (as the same may hereafter be amended or restated from time to time, the "Credit Agreement").

B. The Borrower has requested that the Banks and the Agent, among other things, (i) extend the Maturity Date, and (ii) amend certain other provisions of the Credit Agreement.

C. The Banks and the Agent are willing to grant the Borrower's requests subject to the terms and conditions set forth below.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the Borrower, the Banks and the Agent agree as follows:

1. All capitalized terms used in this Amendment and not otherwise specifically defined in this Amendment shall have the meanings given such terms in the Credit Agreement.

2. Section 1.1 of the Credit Agreement is hereby amended by adding the following new definitions in the appropriate alphabetical locations in Section 1.1 of the Credit Agreement:

"'Capital Expenditure' means any expenditure of money for the purchase or construction of fixed assets or for the purchase or construction of any other assets, or for improvements or additions thereto, which are capitalized on the Borrower's balance sheet, whether payable currently or in the future, excluding, however, any expenditure of cash in connection with an acquisition of stock or assets of another Person permitted under Section 6.4(g) of this Agreement."

"'Harris Bank' means Harris Trust and Savings Bank."

"'Long Term Debt' of a Person means, as of any date of determination, Funded Debt of such Person (excluding Revolving Advances)."

"'Operating Lease Liabilities' of any Person means, with respect to the applicable Covenant Computation Period, all monetary obligations of such Person under any leasing or similar arrangement which, in accordance with GAAP, would be classified as operating leases."

"'Permitted Restricted Payments' means payments of dividends, distributions or otherwise, if any, made by the Borrower pursuant to Section 6.5 of this Agreement."

"'Rent Expense' means Capitalized Lease Liabilities, Operating Lease Liabilities and any other monetary obligation of the Borrower for rent with respect to the applicable Covenant Computation Period."

"'Revolving Commitment Period' means a 364-day period commencing on March 1, 2002 and ending on the Maturity Date, unless the Revolving

Commitments are earlier terminated pursuant to Section 7.2 or are earlier reduced to zero pursuant to Section 2.14(a)."

"'Second Amendment' means the Second Amendment to Credit Agreement, dated as of March 1, 2002, by and among the Borrower, the Banks and the Agent."

"'Second Amendment Effective Date' means the date on which all of the conditions precedent set forth in paragraph 25 of the Second Amendment to the effectiveness of the Second Amendment have been satisfied."

"'Tangible Net Worth' of a Person means, as of the applicable Covenant Computation Date, the difference between (a) the tangible assets of such Person, calculated in accordance with GAAP, after deducting adequate reserves in each case where, in accordance with GAAP, a reserve is proper and (b) all Debt of such Person; provided, that in no event shall there be included as tangible assets, patents, trademarks, tradenames, copyrights, licenses, goodwill, receivables from Affiliates of such Person, prepaid expenses, deposits, deferred charges or treasury stock or any securities or Debt of such Person, or any other securities unless such securities are readily marketable on a public exchange in the United States of America, income tax liabilities, and any other assets designated from time to time by the Bank, in its reasonable discretion, as intangible assets."

"'Unused Commitment Fee Percentage' means, as of the date of determination, the percentage set forth in the table below opposite the applicable range of the ratio of Total Funded Debt to EBITDA of the Borrower and its Subsidiaries as of such date of determination; provided, however, notwithstanding the foregoing, the Unused Commitment Fee Percentage shall be 0.200% so long as (i) the Borrower maintains the sum of its cash and cash equivalents in an aggregate amount of more than $50,000,000, and (ii) there are no outstanding Revolving Advances under the Revolving Facility. Reductions and increases in the Unused Commitment Fee Percentage will be verified by the Agent upon receipt of the financial statements of the Borrower and its Subsidiaries and related compliance certificate as required under Section 5.1(b) of this Agreement. The ratio will be determined on the basis of a rolling four quarter calculation of the ratio of Total Funded Debt to EBITDA as of the last day of the most recent quarter-end reflected in the most recent financial statements delivered by the Borrower for the Borrower and its Subsidiaries under Section 5.1(b). Any reduction or increase in the Unused Commitment Fee Percentage will become effective on the first day of the first month following the applicable Quarterly Financial Statement Due Date. If the Borrower fails to deliver the financial statements of the Borrower and its Subsidiaries and/or related compliance certificate required under Section 5.1(b) on or before the applicable Quarterly Financial Statement Due Date, the Borrower and its Subsidiaries shall be deemed to have a ratio of Total Funded Debt to EBITDA for such quarter of more than 2.00 to 1.00, and the Unused Commitment Fee Percentage will be 0.350% beginning on the first day of the first month following such Quarterly Financial Statement Due Date and will continue as such until the Borrower delivers the financial statements of the Borrower and its Subsidiaries for the next fiscal quarter in accordance with Section 5.1(b).

Ratio of Total Funded Debt to EBITDA	Unused Commitment Fee Percentage
* 2.00/1.00	0.350%
* 1.50/1.00 to 2.00/1.00	0.300%
1.00/1.00 to 1.50/1.00	0.250%
** 1.00/1.00	0.200%

* - less than
** - greater than

"'Wells Fargo' means Wells Fargo Bank, National Association, a

national banking association."

3. Section 1.1 of the Credit Agreement is hereby amended by amending the following definitions in their entirety to read as follows:

"'EBITDA' means, with respect to the applicable Covenant Computation Period, Pre-Tax Earnings (excluding non-cash income) plus Interest Expense and Non-Cash Charges, in each case excluding extraordinary items, determined with respect to the Borrower during such Covenant Computation Period."

"'Eurodollar Rate Margin' means, as of the date of determination, the percentage set forth in the table below opposite the applicable range of the ratio of Total Funded Debt to EBITDA of the Borrower and its Subsidiaries as of such date of determination. Reductions and increases in the Eurodollar Rate Margin will be verified by the Agent upon receipt of the financial statements of the Borrower and its Subsidiaries and related compliance certificate as required under Section 5.1(b) of this Agreement. The ratio will be determined on the basis of a rolling four quarter calculation of the ratio of Total Funded Debt to EBITDA as of the last day of the most recent quarter-end reflected in the most recent financial statements delivered by the Borrower for the Borrower and its Subsidiaries under Section 5.1(b). Any reduction or increase in the Eurodollar Rate Margin will become effective on the first day of the first month following the applicable Quarterly Financial Statement Due Date. If the Borrower fails to deliver the financial statements of the Borrower and its Subsidiaries and/or related compliance certificate required under Section 5.1(b) on or before the applicable Quarterly Financial Statement Due Date, the Borrower and its Subsidiaries shall be deemed to have a ratio of Total Funded Debt to EBITDA for such quarter of more than 2.00 to 1.00, and the Eurodollar Rate Margin will be 2.000% beginning on the first day of the first month following such Quarterly Financial Statement Due Date and will continue as such until the Borrower delivers the financial statements for the Borrower and its Subsidiaries for the next fiscal quarter in accordance with Section 5.1(b).

Ratio of Total Funded Debt to EBITDA	Eurodollar Rate Spread for Revolving Advances
* 2.00/1.00	2.000%
* 1.50/1.00 to 2.00/1.00	1.750%
1.00/1.00 to 1.50/1.00	1.500%
** 1.00/1.00	1.375%

* - less than
** - greater than

"'Fixed Charge Coverage Ratio' means, with respect to the applicable Covenant Computation Date, the ratio of (a) EBITDA, plus Rent Expense, less Capital Expenditures, less cash taxes (but, with respect to cash taxes, only to the extent included in the calculation of EBITDA), less Permitted Restricted Payments, to (b) Interest Expense, plus Rent Expense, plus current maturities of the Borrower's Long Term Debt."

"'Floating Rate Margin' means, as of the date of determination, the percentage set forth below in the table opposite the applicable range of the ratio of Total Funded Debt to EBITDA of the Borrower and its Subsidiaries as of such determination. Reductions and increases in the Floating Rate Margin will be verified by the Agent upon receipt of the financial statements of the Borrower and its Subsidiaries and related compliance certificate as required under Section 5.1(b) of this Agreement. The ratio will be determined on the basis of a rolling four

quarter calculation of the ratio of Total Funded Debt to EBITDA as of the last day of the most recent quarter-end reflected in the most recent financial statements delivered by the Borrower for the Borrower and its Subsidiaries under Section 5.1(b). Any reduction or increase in the Floating Rate Margin will become effective on the first day of the first month following the applicable Quarterly Financial Statement Due Date. If the Borrower fails to deliver the financial statements of the Borrower and its Subsidiaries and/or related compliance certificate required under Section 5.1(b) on or before the applicable Quarterly Financial Statement Due Date, the Borrower and its Subsidiaries shall be deemed to have a ratio of Total Funded Debt to EBITDA for such quarter of more than 2.00 to 1.00, and the Floating Rate Margin will be 0.125%, beginning on the first day of the first month following such Quarterly Financial Statement Due Date and will continue as such until the Borrower delivers the financial statements for the Borrower and its Subsidiaries for the next fiscal quarter in accordance with Section 5.1(b).

Ratio of Total Funded Debt to EBITDA	Floating Rate Margin
* 2.00/1.00	.125%
* 1.50/1.00 to 2.00/1.00	0.000%
1.00/1.00 to 1.50/1.00	0.000%
** 1.00/1.00	0.000%

* - less than
** - greater than

"'Guarantor' means any Person which may now or hereafter guaranty any of the Obligations of the Borrower to the Bank."

"'Interest Expense' means, with respect to the applicable Covenant Computation Period, the total gross interest expense on all of the Borrower's Debt during such period, and shall in any event include, without limitation and without duplication, (a) accrued interest (whether or not paid) on all Debt, (b) the amortization of Debt discounts, (c) the amortization of all fees payable in connection with the incurrence of Debt to the extent included in interest expense, and (d) the interest portion of any capitalized lease expenditure, all determined in accordance with GAAP."

"'Non-Cash Charges' means, with respect to the applicable Covenant Computation Period, the Borrower's depreciation and amortization determined in accordance with GAAP."

"'Maturity Date' means February 28, 2003 with respect to the Revolving Facility."

"'Revolving Commitment' means, with respect to each Bank, the amount of the Revolving Commitment set forth opposite such Bank's name on the execution pages of the Second Amendment, or below such Bank's signature on an Assignment Certificate executed by such Bank, unless such amount is reduced pursuant to Section 2.14(a) hereof, in which event it means the amount to which said amount is reduced pursuant thereto, or as the context may require, the obligation of such Bank to make Revolving Advances, as contemplated in Section 2.1."

"'Revolving Commitment Amount' shall mean Twenty Million Dollars ($20,000,000), being the maximum amount of the Revolving Commitments of all Banks, in the aggregate, to make Revolving Advances to the Borrower pursuant to Section 2.1, subject to reduction in accordance with Section 2.14(a)."

"'Revolving Note' means a promissory note of the Borrower payable to a Bank in the amount of such Bank's Revolving Commitment, in substantially the form of Exhibit A attached to the Second Amendment (as such promissory note may be amended, extended or otherwise modified

from time to time), evidencing the aggregate indebtedness of the Borrower to such Bank resulting from such Bank's Percentage of each Borrowing under the Revolving Facility, and also means each promissory note accepted by such Bank from time to time in substitution therefor or in renewal thereof."

4. Section 1.1 of the Credit Agreement is hereby deleting the definitions of "Cash Flow Available for Fixed Charges", "Fixed Charge Requirements", "Commitment Fee Percentage", "Norwest", "Net Worth", and "Year 2000 Compliant".

5. Section 2.1 of the Credit Agreement is hereby amended in its entirety to read as follows:

"Section 2.1 Commitment as to Revolving Facility. Each Bank hereby agrees, on the terms and subject to the conditions herein set forth, to make Revolving Advances to the Borrower from time to time during the Revolving Commitment Period, in an aggregate amount at any time outstanding not to exceed such Bank's Percentage of each Borrowing from time to time requested by the Borrower under the Revolving Facility; provided, however, that (a) the Revolving Facility Outstanding Amount shall at no time exceed the Revolving Commitment Amount and (b) no Bank's Percentage of the Revolving Facility Outstanding Amount shall at any time exceed such Bank's Revolving Commitment. Within the above limits, the Borrower may obtain Revolving Advances, prepay Revolving Advances in accordance with the terms hereof and reborrow Revolving Advances in accordance with the applicable terms and conditions of this Article II."

6. The first sentence of Section 2.6 of the Credit Agreement is hereby amended to read as follows:

"The Letter of Credit Bank agrees, during the period from the Closing Date to the date which is thirty (30) days prior to the Revolving Commitment Termination Date, to issue one or more standby letters of credit for the account of the Borrower, and the Banks agree to participate in the risk of such letters of credit issued for the account of the Borrower hereunder, on the terms and subject to the conditions set forth below:"

7. Section 2.12(b) of the Credit Agreement is hereby amended to read as follows:

"(b) Unused Commitment Fee. The Borrower agrees to pay to the Agent, for the pro rata account of the Banks, an unused commitment fee (the "Unused Commitment Fee") computed at the rate of the applicable Unused Commitment Fee Percentage per annum on the daily average amount by which the Revolving Commitment Amount exceeds the Revolving Facility Outstanding Amount, from the Closing Date to and including the Revolving Commitment Termination Date, payable quarterly in arrears on the last day of each August, November, February and May. Any such Unused Commitment Fee remaining unpaid on the Revolving Commitment Termination Date shall be due and payable on such date. The Unused Commitment Fee shall be shared by the Banks on the basis of their respective Percentages."

8. Section 3.2 of the Credit Agreement is hereby amended to read as follows:

"Section 3.2 Conditions Precedent to All Borrowings. The obligation of the Banks to fund each request for a Borrowing or to issue each Letter of Credit shall be subject to the further conditions precedent that on such date:

(a) the representations and warranties contained in Article IV hereof are correct in all material respects on and as of the date of such Advance as though made on and as of such

date;

(b) no event has occurred and is continuing, or would result from such Advance, which constitutes a Default or an Event of Default; and

(c) as of the Covenant Computation Date most recently preceding such date, the Borrower's Fixed Charge Coverage Ratio was not less than 1.50 to 1.00."

9. Section 4.4 of the Credit Agreement is hereby amended to read as follows:

"Section 4.4 Subsidiaries. Schedule 4.4 attached to the Second Amendment is a complete and correct list of all Subsidiaries and Affiliates of the Borrower and the percentage of the ownership of the Borrower or any Subsidiary in each such Subsidiary or Affiliate as of the date of the Second Amendment Effective Date. All shares of each Subsidiary and Affiliate owned by the Borrower or any Subsidiary are validly issued and fully paid and non-assessable."

10. Section 4.15 of the Credit Agreement is hereby amended to read as follows:

"Section 4.15 Reserved."

11. Section 5.1(a) of the Credit Agreement is hereby amended to read as follows:

"(a) as soon as available, and in any event within 120 days after the end of each fiscal year of the Borrower, the annual audit report of the Borrower and its Subsidiaries with the unqualified opinion of independent certified public accountants selected by the Borrower and acceptable to the Agent, which annual report shall include the balance sheets of the Borrower and its Subsidiaries as at the end of such fiscal year and the related statements of income, retained earnings and cash flows of the Borrower and its Subsidiaries for the fiscal year then ended, prepared on a consolidated and consolidating basis, all in reasonable detail and prepared in accordance with GAAP, together with a certificate of the chief financial officer of the Borrower, substantially in the form of Exhibit B to the Second Amendment, stating that such annual audit report has been prepared in accordance with GAAP and whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder and, if so, stating in reasonable detail the facts with respect thereto;"

12. Section 5.1(b) of the Credit Agreement is hereby amended to read as follows:

"(b) as soon as available and in any event on or before the applicable Quarterly Financial Statement Due Date after the end of each fiscal quarter of the Borrower, an unaudited/internal balance sheet and statement of income, cash flow and retained earnings of the Borrower and its Subsidiaries as at the end of and for such quarter and for the year-to-date period then ended, prepared on a consolidated and consolidating basis, in reasonable detail and the figures for the corresponding date and periods in the previous year, all prepared in accordance with GAAP hereof, subject to year-end audit adjustments; and accompanied by a certificate of the chief financial officer of the Borrower, substantially in the form of Exhibit C to the Second Amendment, stating (i) that such financial statements have been prepared in accordance with GAAP, subject to year-end audit adjustments, (ii) whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder not theretofore reported and remedied and, if so, stating in reasonable detail the facts with respect thereto, and (iii) all relevant facts in reasonable detail to evidence, and the computations as to (A) the status of the Borrower and its Subsidiaries for purposes of establishing the appropriate Eurodollar Rate Margin, Floating Rate Margin and Unused Commitment Fee Percentage and (B) whether or not the Borrower and its Subsidiaries are in compliance with the requirements set forth in Sections 5.8 through

5.10;"

13. Section 5.8 of the Credit Agreement is hereby amended to read as follows:

"Section 5.8 Fixed Charge Coverage Ratio. As of each Covenant Computation Date, the Borrower and its Subsidiaries, on a consolidated basis, will maintain a Fixed Charge Coverage Ratio of not less than 1.50 to 1.00; provided, however, although the Borrower shall report its Fixed Charged Coverage Ratio as of each Covenant Computation Date, the Borrower shall be required to comply with the ratio required by this Section 5.8 only if, as of the applicable Covenant Computation Date, (i) the Borrower has outstanding Revolving Advances under the Revolving Facility of $1 or more, or (ii) the aggregate amount of cash and cash equivalents of the Borrower are less than $50,000,000."

14. Section 5.9 of the Credit Agreement is hereby amended to read as follows:

"Section 5.9 Leverage Ratio. As of each Covenant Computation Date, the Borrower and its Subsidiaries, on a consolidated basis, will maintain a Leverage Ratio of not more than (i) 2.50 to 1.00 as of each Covenant Computation Date which occurs during the period from the Second Amendment Effective Date to and including February 23, 2002, (ii) 3.00 to 1.00 as of each Covenant Computation Date which

occurs during the period from February 24, 2002 to and including May 25, 2002, and (iii) 2.50 to 1.00 as of each Covenant Computation Date which occurs from and after May 26, 2002."

15. Section 5.10 of the Credit Agreement is hereby amended in its entirety to read as follows:

"Section 5.10 Minimum Tangible Net Worth. As of each Covenant Computation Date, the Borrower and its Subsidiaries, on a consolidated basis, will maintain a Tangible Net Worth in an amount not less than the amount set forth below opposite the applicable Covenant Computation Date set forth below:

Applicable Covenant Computation Date	Minimum Tangible Net Worth Amount
August 25, 2001	$235,000,000
November 24, 2001 and each subsequent Covenant Computation Date	Required Tangible Net Worth Amount

As used in this Section 5.10, the "Required Tangible Net Worth Amount" for any given Covenant Computation Date is an amount equal to the sum of the minimum Tangible Net Worth required as of the immediately preceding Covenant Computation Date, plus fifty percent (50%) of the Net Income realized by the Borrower and its Subsidiaries, on a consolidated basis, since such immediately preceding Covenant Computation Date (with any net loss counting as zero in such calculation), plus fifty percent (50%) of the net cash proceeds received by the Borrower and/or its Subsidiaries from any equity offering made by the Borrower and/or its Subsidiaries since such immediately preceding Covenant Computation Date."

16. Section 5.11 of the Credit Agreement is hereby amended to read as follows:

"Section 5.11 Reserved."

17. Section 5.12 of the Credit Agreement is hereby amended to read as follows:

"Section 5.12 Reserved."

18. Section 6.1(a) of the Credit Agreement is hereby amended

to read as follows:

"(a) mortgages, deeds of trust, pledges, liens, security interests and assignments in existence on the Second Amendment Effective Date and listed in Schedule 6.1 attached to the Second Amendment (other than those described in subsection (f) securing indebtedness for borrowed money on the Second Amendment Effective Date);"

19. Section 6.1(f) of the Credit Agreement is hereby amended to read as follows:

"(f) purchase money mortgages, liens or security interests, including conditional sale agreements or other title retention agreements and leases which are in the nature of title retention agreements, upon or in property of the Borrower or any of its Subsidiaries, or mortgages, liens or security interests existing in such property at the time of the acquisition thereof; provided that no such mortgage, lien or security interest extends or shall extend to or cover any property of the Borrower or any of its Subsidiaries other than the property then being acquired and fixed improvements then or thereafter erected thereon."

20. Section 6.2 of the Credit Agreement is hereby amended to read as follows:

"Section 6.2. Indebtedness. The Borrower will not, and will not permit any Subsidiary to, incur, create, assume, permit or suffer to exist, any indebtedness or liability on account of deposits or advances or any indebtedness for borrowed money, or any other indebtedness or liability evidenced by notes, bonds, debentures or similar obligations, except:

(a) Obligations arising hereunder;

(b) Capitalized Lease Liabilities and indebtedness of the Borrower or its Subsidiaries secured by security interests permitted by Section 6.1(f) in an aggregate amount not to exceed $5,000,000 at any time;

(c) indebtedness of Borrower in connection with the IDRB Financing, including, without limitation, the indebtedness or reimbursement obligations of Borrower with respect to the IDRB Letter of Credit;

(d) indebtedness or reimbursement obligations of the Borrower and/or any of its Subsidiaries with respect to any documentary letter of credit facility in an amount not to exceed $250,000 now or hereafter established by Wells Fargo for the Borrower and/or any such Subsidiary, including any present or future extension, renewal or modification thereof permitted by Wells Fargo;

(e) Subordinated Debt, or renewals thereof, provided that (a) it is subordinated to the prior payment of all indebtedness, reimbursement obligations and guaranties of the Borrower and its Subsidiaries in favor of the Banks on terms and conditions approved in writing by the Banks and (b) the aggregate amount of Subordinated Debt at any one time outstanding does not exceed $5,000,000 (Subordinated Debt as of the Second Amendment Effective Date as reflected in Schedule 6.2 attached to the Second Amendment);

(f) an unsecured irrevocable standby letter of credit issued in the original amount of $1,669,918 by Wells Fargo in favor of Firstar Bank of Minnesota, National Association, for the account of Fluoroware PEI, Inc., as the same is now and may hereafter be amended from time to time;

(g) Rate Hedging Obligations covering national amounts not exceeding $10,000,000 in the aggregate at any one time;

(h) Indebtedness for borrowed money in foreign currencies in an aggregate principal amount not to exceed at any time $30,000,000 (outstanding indebtedness for borrowed money in foreign currencies as of the Second Amendment Effective Date is reflected in Schedule 6.2 attached to the Second Amendment); and

(i) Indebtedness for borrowed money not permitted by any other subsection of this Section 6.2 in an aggregate principal amount not to exceed at any time $10,000,000.

21. Section 6.3(d) of the Credit Agreement is hereby amended to read as follows:

"(c) guaranties, endorsements and other direct or contingent liabilities in connection with the obligations of other Persons in existence on the Second Amendment Effective Date and listed in Schedule 6.3 attached to the Second Amendment;"

22. Section 6.3(d) of the Credit Agreement is hereby amended to read as follows:

"(d) a guaranty given in favor of Wells Fargo in connection with the letter of credit permitted by Section 6.2(d)."

23. Section 6.4(g)(ii)(C) of the Credit Agreement is hereby amended to read as follows:

"(c) all consideration (whether in the form of cash paid, indebtedness assumed or otherwise) given by the Borrower and its Subsidiaries for acquisitions permitted under this Section 6.4(g) shall not exceed an aggregate amount of $25,000,000 during the fiscal year in which such acquisition occurs, and"

24. Section 6.12 of the Credit Agreement is hereby amended to read as follows:

"Section 6.12 Prohibition of Entering into Negative Pledge Arrangements. The Borrower will not, and will not permit any of its Subsidiaries to, enter into any agreement or covenant with any Person (other than with the Banks or Wells Fargo), that prohibits the Borrower or any of its Subsidiaries from creating, incurring, assuming or suffering to exist mortgages, deeds of trust or other encumbrances on any of its assets."

25. Section 9.3 of the Credit Agreement is hereby amended to read as follows:

"Section 9.3 Addresses for Notices, Etc. Except as otherwise expressly provided herein, all notices, requests, demands and other communications provided for under the Loan Documents shall be in writing and mailed or delivered to the applicable parties at their respective addresses set forth on the execution pages of the Second Amendment, or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 9.3. All such notices, requests, demands and other communications, when delivered, shall be effective upon actual delivery and when mailed, shall be effective when sent by nationally recognized overnight mail courier or delivery service, addressed as aforesaid, except that notices or requests to the Agent or any Bank pursuant to any of the provisions of Article II shall not be effective until received by the Agent or such Bank."

The parties hereby agree that all references to the address of the Agent or Wells Fargo in any of the Exhibits to the Credit Agreement or in any other Loan Document are hereby amended to refer to the address specified for the Agent and Wells Fargo on the signature page of this Amendment.

26. This Amendment shall become effective when the Agent shall have received the following, each in form and content acceptable to the Agent in its sole discretion:

(a) This Amendment duly executed on behalf of the Borrower, the Banks and the Agent, with all schedules completed and attached thereto;

(b) A certified copy of the resolutions of the board of directors of the Borrower, evidencing approval of this Amendment;

(c) A signed copy of a certificate of the Secretary or an Assistant Secretary of the Borrower, which shall certify the names of the officers of such Borrower authorized to sign this Amendment and the other documents or certificates to be delivered pursuant to this Agreement, including requests for Advances and Eurodollar Rate Fundings, together with the true signatures of such officers. The Agent and each Bank may conclusively rely on such certificates until they shall receive a further certificate of the Secretary or an Assistant Secretary of the Borrower canceling or amending the prior certificate and submitting the signatures of the officers named in such further certificate;

(d) A Certificate of good standing of the Borrower, dated not more than thirty (30) days prior to the date hereof, and evidence satisfactory to the Agent that the Borrower is qualified to conduct its businesses in each state where it presently conducts such business;

(e) Certified Articles of Merger from all appropriate jurisdictions which establish that Fluoroware, Inc. and Empak, Inc. have been merged into the Borrower, with the Borrower as the surviving entity.

(f) Current searches of appropriate filing offices showing that no state or federal tax liens have been filed and remain in effect against the Borrower (or Fluoroware, Inc. or Empak, Inc.), and that no financing statements or other notifications or filings have been filed and remain in effect against the Borrower (or Fluoroware, Inc. or Empak, Inc.), other than those for which the Agent has received an appropriate release, termination or satisfaction or those permitted in accordance with Section 6.1 of the Credit Agreement, as amended by this Amendment;

(g) A signed copy of an opinion of counsel for the Borrower, addressed to the Agent and the Banks;

(h) Copies of all promissory notes evidencing Subordinated Debt in existence on the date of this Amendment, together with subordination agreements executed on behalf of all of such subordinated creditors in favor of the Agent and the Banks in form and content acceptable to the Agent in its sole discretion.

27. Except as amended by this Amendment, all of the terms and conditions of the Credit Agreement and the other Loan Documents shall remain in all other respects in full force and effect.

28. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

29. The Borrower hereby absolutely and unconditionally releases and forever discharges the Agent and each of the Banks, and any and all participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing (the "Released Parties"), from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law

or equity or upon contract or tort or under any state or federal law or otherwise, which the Borrower has had, now has or has made claim to have against such Released Party for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Amendment in connection with or related to the transactions evidenced by the Loan Documents, whether such claims, demands and causes of action are mature or unmatured or known or unknown.

30. The execution of this Amendment shall not be deemed to be a waiver of any Default or Event of Default under the Credit Agreement, whether or not known to the Agent and/or the Banks and whether or not existing on the date of this Amendment.

31. The Borrower hereby represents and warrants to the Agent and the Banks as follows:

(a) The Borrower has all requisite power and authority to execute this Amendment and to perform all of its obligations under the Credit Agreement, as amended by this Amendment, and the Credit Agreement, as amended by this Amendment, and the other Loan Documents executed on behalf of the Borrower have been duly executed and delivered by the Borrower and constitute the legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms.

(b) The execution, delivery and performance by the Borrower of the Credit Agreement, as amended by this Amendment, and the other Loan Documents executed

on behalf of the Borrower have been duly authorized by all necessary corporate action and do not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to the Borrower, or the Articles of Incorporation or By-laws of the Borrower, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrower is a party or by which it or its properties may be bound or affected.

(c) All of the representations and warranties contained in Article IV of the Credit Agreement are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.

32. References. All references in the Credit Agreement to "this Agreement" shall be deemed to refer to the Credit Agreement as amended by this Amendment; and any and all references in any of the other Loan Documents to the "Credit Agreement" shall be deemed to refer to the Credit Agreement as amended by this Amendment. All references in the Credit Agreement to "Norwest" are hereby amended to be references to "Wells Fargo" as defined in this Amendment. All references in the Credit Agreement to "Commitment Fee Percentage" are hereby amended to be references to "Unused Commitment Fee Percentage" as defined in this Amendment. All references in the Credit Agreement to "Schedule 4.4" are hereby amended to be references to Schedule 4.4 attached to this Amendment. All references in the Credit Agreement to "Schedule 6.1" are hereby amended to be references to Schedule 6.1 attached to this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

Address:
3500 Lyman Boulevard
Chaska, Minnesota 55318
Attn: John Villas
Telecopy No. (612) 556-8644

ENTEGRIS, INC.

By /s/ John Villas

Its Chief Financial Officer

And

By /s/ James Dauwalter

Its Chief Executive Officer

Address:
7900 Xerxes Avenue South
MAC N9307-013
Bloomington, Minnesota 55431
Attn: Richard G. Trembley
Telecopy No. (612) 316-1621

WELLS FARGO BANK, NATIONAL ASSOCIATION, , as Bank and as Agent

Revolving Commitment: $10,000,000
Percentage: 50%

By /s/ Richard G. Trembley

Its Vice President

Address:
111 West Monroe
P.O. Box 755
Chicago, Illinois 60690
Attn: John P. Quigley
Telecopy No. (312) 293-5040

HARRIS TRUST AND SAVINGS BANK, as Bank

Revolving Commitment: $10,000,000
Percentage: 50%

By /s/ John P. Quigley

Its Vice President

EXHIBIT 10.5

CONSENT AND AMENDMENT AGREEMENT

This Consent and Amendment Agreement (this "Agreement"), dated as of February 7, 2003, is by and among ENTEGRIS, INC., a Minnesota corporation (the "Borrower"), the Banks (defined in the Credit Agreement, defined below) and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its separate capacity as administrative agent for the Banks (in such capacity, the "Agent").

The Borrower, the Banks and the Agent are parties to a Credit Agreement dated as of November 30, 1999 (as amended, supplemented or modified to date, the "Credit Agreement").

The Borrower has requested the consent of the Agent and the Banks to the Borrower's acquisition (the "Acquisition") of certain assets from Asyst Technologies, Inc., a California corporation (the "Seller"), pursuant to the terms of an Asset Purchase Agreement dated as of February 11, 2003 among Entegris Cayman Ltd., a Cayman Island corporation and wholly-owned subsidiary of the Borrower and the Borrower (collectively, the Borrower and such subsidiary being the "Buyer") and the Seller (the "Purchase Agreement").

The Agent and the Banks have agreed to provide such consent on the terms and subject to the conditions of this Agreement.

Accordingly, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement not otherwise specifically defined herein shall have the meanings given to such terms in the Credit Agreement.

2. Consent. Subject to the conditions set forth in this Agreement, the Agent and the Banks consent to the Acquisition for all purposes of the Credit Agreement and waive any Default or Event of Default which would result therefrom absent such consent. The consent described above is limited to its express terms. Except as expressly set forth above, the consent given in this Section 2 shall not operate as a consent to or waiver of any Default, Event of Default, breach of or other departure from any provision of the Credit Agreement or any other Loan Document, whether existing or future and whether known or unknown.

3. Amendment. The Credit Agreement is hereby amended to add Section 5.11 as set forth below:

"Section 5.11 Minimum Cash and Cash Equivalents. The Borrower will at all times maintain cash and cash equivalents of not less than $75,000,000, such cash and cash equivalents to at all times be owned solely by the Borrower."

4. Conditions Precedent. This Agreement shall become effective when the Agent shall have received the following, each in form and content acceptable to the Agent in its sole discretion:

(a) this Agreement, duly executed on behalf of the Borrower, the Banks and the Agent;

(b) Copies of the Articles of Incorporation and Bylaws of the Borrower certified by the Secretary or Assistant Secretary of the Borrower as being true and correct copies thereof;

(c) A certified copy of the resolutions of the board of directors of the Borrower evidencing approval of this Agreement and all matters contemplated hereby;

(d) A signed copy of a certificate of the Secretary or an Assistant Secretary of the Borrower, which shall certify the names of the officers of the Borrower authorized to sign this Agreement and the

documents to be executed by the Borrower in connection therewith, together with the true signatures of such officers.

(e) A Certificate of good standing of the Borrower, dated not more than thirty (30) days prior to the date hereof;

(f) the Purchase Agreement, complete with all schedules and exhibits thereto, duly executed on behalf of all parties thereto;

(g) the Acquisition is completed in accordance with the terms of the Purchase Agreement, for an amount not to exceed the Purchase Price (as defined in the Purchase Agreement);

(h) the Borrower has executed and returned a commitment letter dated as of even date herewith relating to certain additional financing contemplated among the Agent, the Banks and the Borrower;

5. Representations and Warranties of the Borrower. The Borrower hereby represents and warrants to the Agent and the Banks as follows:

(a) The Borrower has all requisite power and authority to execute and deliver this Agreement and to perform all of its obligations under this Agreement and the Credit Agreement as amended hereby and this Agreement has been duly executed and delivered by the Borrower and this Agreement and the Credit Agreement as amended hereby constitute the legal, valid and binding obligations of the Borrower, enforceable in accordance with their terms.

(b) The execution, delivery and performance by the Borrower of this Agreement and its performance of the Credit Agreement as amended hereby have

been duly authorized by all necessary corporate action and do not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to the Borrower, or the Articles of Incorporation or Bylaws of the Borrower, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrower is a party or by which it or its properties may be bound or affected.

(c) All of the representations and warranties contained in Article IV of the Credit Agreement are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

7. Costs and Expenses. All out-of-pocket costs and expenses of the Agent (including fees of outside counsel to the Agent) incurred in connection with this Agreement and the matters contemplated hereby will be governed by Section 9.4 of the Credit Agreement and shall be deemed incurred in connection with the negotiation of amendments to the Loan Documents.

8. References; Effect. All references in the Credit Agreement to "this Agreement" shall be deemed to refer to the Credit Agreement as amended by this Agreement; and any and all references in any of the other Loan Documents to the "Credit Agreement" shall be deemed to refer to the Credit Agreement as amended by this Agreement. Except as otherwise amended by this Agreement, all of the terms and conditions of the Credit Agreement and the other Loan Documents shall remain in full force and effect in accordance with their terms.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ENTEGRIS, INC.

By /s/ John Villas

Its Chief Financial Officer

By /s/ James E. Dauwalter

Its Chief Executive Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Bank and as Agent

By /s/ Richard G. Trembley

Its Vice President

HARRIS TRUST AND SAVINGS BANK, as a Bank

By /s/ Michael M. Fordney

Its Vice President

[Signature Page to Consent and Amendment Agreement]

EXHIBIT 10.6

FOURTH AMENDMENT TO CREDIT AGREEMENT

This Amendment, dated as of February 26, 2003, is made by and among ENTEGRIS, INC., a Minnesota corporation (the "Borrower"), each of the banks appearing on the signature pages hereof, together with such other banks as may from time to time become a party to the Credit Agreement (defined below) pursuant to the terms and conditions of Article VIII of the Credit Agreement (herein collectively called the "Banks" and individually each called a "Bank"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, assignee of Wells Fargo Bank Minnesota, National Association, formerly known as Norwest Bank Minnesota, National Association, in its separate capacity as administrative agent for itself and all other Banks (in such capacity, the "Agent").

Recitals

A. The Borrower, the Banks and the Agent have entered into a Credit Agreement dated as of November 30, 1999, as amended by a First Amendment to Credit Agreement dated as of October 17, 2000, a Second Amendment to Credit Agreement dated as of March 1, 2002 and a Consent and Amendment Agreement dated as of February 7, 2003 (as so amended, the "Credit Agreement").

B. The Borrower has requested that the Banks and the Agent, among other things (i) increase the Revolving Commitment Amount, (ii) extend the maturity of the credit facility provided under the Credit Agreement, and (iii) amend certain other provisions of the Credit Agreement.

C. The Banks and the Agent are willing to grant the Borrower's requests subject to the terms and conditions set forth below.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the Borrower, the Banks and the Agent agree as follows:

1. All capitalized terms used in this Amendment and not otherwise specifically defined in this Amendment shall have the meanings given such terms in the Credit Agreement.

2. Section 1.1 of the Credit Agreement is hereby amended by amending or adding, as applicable, the following definitions to read in their entirety as follows:

'"Acquisition' means the acquisition by the Borrower and Entegris Cayman of certain assets of Asyst pursuant to the Acquisition Documents."

'"Acquisition Documents' means (a) the Asset Purchase Agreement dated as of February 11, 2003 among Asyst, the Borrower and Entegris Cayman, (b) the Patent Assignment and Cross-License and Trademark License Agreement dated as of February 11, 2003 between Asyst and the Borrower, (c) the Transition Services Agreement dated as of February 11, 2003 among Asyst, the Borrower and Entegris Cayman, (d) the Escrow Agreement dated as of February 11, 2003 among Asyst, the Borrower, Entegris Cayman and Wells Fargo Bank, National Association in its capacity as escrow agent thereunder, and (e) separate Employment Agreements of John Burns and Gary Gallagher dated as of February 11, 2003, including, in each case, all exhibits, schedules and other attachments thereto."

'"Asyst' means Asyst Technologies, Inc., a California corporation."

'"Base Rate' means the Prime Rate."

'"Capital Expenditure' means any expenditure of money for the purchase or construction of fixed assets or for the purchase or construction of any other assets, or for improvements or additions

thereto, which are capitalized on the Borrower's balance sheet, whether payable currently or in the future, excluding, however, any expenditure of cash in connection with an acquisition of stock or assets of another Person permitted under Section 6.4 of this Agreement."

'"Cash Taxes' means, with respect to the applicable Covenant Computation Period, the Tax Expense for such Covenant Computation Period, plus (minus) any increase (decrease) in deferred tax assets during such Covenant Computation Period and minus (plus) any increase (decrease) in deferred tax liabilities during such Covenant Computation Period."

'"Consent' means the Consent and Amendment Agreement dated as of February 7, 2003 among the Borrower, the Agent and the Banks."

'"Domestic Cash' means the cash and cash equivalents owned by the Borrower and/or the Borrower's Domestic Subsidiaries."

'"Domestic Subsidiary' means a Subsidiary organized under the laws of one of the States of the United States."

'"Domestic Tangible Net Worth' means the sum (without duplication) of the Tangible Net Worth of (i) the Borrower, (ii) the Borrower's Domestic Subsidiaries, and (iii) the Guarantors, determined on a consolidated basis in accordance with GAAP; provided, however, that, for purposes of calculating Domestic Tangible Net Worth (a) Domestic Tangible Net Worth shall not include the Tangible Net Worth (or any portion thereof) of or attributable to a Foreign Subsidiary which is not also a Guarantor, (b) neither an investment of the Borrower, any Domestic Subsidiary or any

Guarantor in or to any Foreign Subsidiary nor any receivables due to the Borrower, any Domestic Subsidiary or any Guarantor from any Foreign Subsidiary shall be included in any determination of Domestic Tangible Net Worth, (c) the Tangible Net Worth of any Foreign Subsidiary which is also a Guarantor shall be limited to an amount agreed to by the Agent, the Banks and the Borrower upon such Foreign Subsidiary's becoming a Guarantor and, if not so agreed, such amount shall at all times be zero, and (d) the Specified Foreign Trade Receivables shall be included as tangible assets of the Borrower)."

'"Entegris Cayman' means Entegris Cayman Ltd., a Cayman Island corporation and wholly-owned Subsidiary of the Borrower."

'"Entegris Custom Products' means Entegris Custom Products, Inc., a Minnesota corporation."

'"Financial Covenants' means the covenants contained in Sections 5.8 through 5.13."

"'Fixed Charge Coverage Ratio' means, with respect to the applicable Covenant Computation Period, the ratio of (a) EBITDA, plus Rent Expense, less Capital Expenditures, less Cash Taxes (whether or not included in the calculation of EBITDA), less Permitted Restricted Payments, to (b) Interest Expense, plus Rent Expense, plus current maturities of Long Term Debt."

'"Foreign Subsidiary' means a Subsidiary other than a Domestic Subsidiary."

'"Fourth Amendment' means the Fourth Amendment to Credit Agreement dated as of February 26, 2003 among the Borrower, the Banks and the Agent."

'"Guarantor' means NT International, Entegris Custom Products and each other Subsidiary of the Borrower that executes and delivers a Guaranty in favor of the Agent and the Banks and (a) "Guarantors" means all of them, and (b) "either of the Guarantors" (or similarly constructed phrases) means "any of the Guarantors"."

'"Guaranty' means a Guaranty of a Guarantor in favor of the

Agent and the Banks, in form and substance satisfactory to the Agent, guaranteeing the Obligations, as the same may be amended, supplemented or restated from time to time, and "Guaranties" means all of them."

'"Intercompany Loan' means a loan by the Borrower to one or more of its Subsidiaries or a loan by one or more of the Borrower's Subsidiaries to the Borrower."

'"Maturity Date' means February 27, 2004 with respect to the Revolving Facility."

'"NT International' means NT International, Inc., a Minnesota corporation."

'"Percentage' means, as to any Bank, the percentage set forth opposite such Bank's signature on the execution pages of the Fourth Amendment, or below such Bank's signature on any Assignment Certificate executed by such Bank, representing the ratio of such Bank's Revolving Commitment to the Revolving Commitment Amount."

'"Prime Rate' means the rate of interest publicly announced from time to time by the Agent as its "prime" or "base" rate or, if the Agent ceases to announce a rate so designated, any similar successor rate designated by the Required Banks."

'"Prior Guarantors' means Empak and Fluoroware."

'"Prior Guarantor Obligations' means all obligations of Empak and/or Fluoroware to the Agent or the Banks under or in connection with the Credit Agreement, their respective Guaranties or the other Loan Documents as the same existed immediately prior to their merger with and into the Borrower, including, without limitation all obligations of Fluoroware with respect to the IDRB Financing, IDRB Letter of Credit and IDRB Letter of Credit Reimbursement Agreement."

'"Required Net Worth Amount' [deleted]."

"'Revolving Commitment' means, with respect to each Bank, the amount of the Revolving Commitment set forth opposite such Bank's name on the execution pages of the Fourth Amendment, or below such Bank's signature on an Assignment Certificate executed by such Bank, unless such amount is reduced pursuant to Section 2.14(a) hereof, in which event it means the amount to which said amount is reduced pursuant thereto, or as the context may require, the obligation of such Bank to make Revolving Advances, as contemplated in Section 2.1."

"'Revolving Commitment Amount' shall mean Forty Million Dollars ($40,000,000), being the maximum amount of the Revolving Commitments of all Banks, in the aggregate, to make Revolving Advances to the Borrower pursuant to Section 2.1, subject to reduction in accordance with Section 2.14(a)."

"'Revolving Commitment Period' means a 364-day period commencing on February 28, 2003 and ending on the Maturity Date, unless the Revolving Commitments are earlier terminated pursuant to Section 7.2 or are earlier reduced to zero pursuant to Section 2.14(a)."

"'Revolving Note' means a promissory note of the Borrower payable to a Bank in the amount of such Bank's Revolving Commitment, in substantially the form of Exhibit A (as such promissory note may be amended, extended or otherwise modified from time to time), evidencing the aggregate indebtedness of the Borrower to such Bank resulting from such Bank's Percentage of each Borrowing under the Revolving Facility, and also means each promissory note accepted by such Bank from time to time in substitution therefor or in renewal thereof."

'"Specified Affiliates' means OregonLabs LLC, a Minnesota

limited liability company, Metron Technology, SV, a Netherlands corporation, Xiangfan Huaguang Atcor Technolgy, LLC, a Chinese limited liability company and Entegris Precision Technology, Ltd., a Taiwan corporation."

'"Specified Receivables' means receivables due to the Borrower from a Specified Affiliate on and as of the date of the Fourth Amendment, but shall in no event include any receivable generated or due on or after the date of the Fourth Amendment."

'"Specified Investments' means investments by the Borrower in a Specified Affiliate on and as of the date of the Fourth Amendment, but shall in no event include any investment of the Borrower in or to such Specified Affiliate made on or after the date of the Fourth Amendment."

'"Specified Foreign Trade Receivables' means the aggregate amount of all trade receivables due to the Borrower from any one or more of its Foreign Subsidiaries."

"'Tangible Net Worth' of a Person means, as of the applicable Covenant Computation Date, the difference between (a) the tangible assets of such Person, calculated in accordance with GAAP, after deducting adequate reserves in each case where, in accordance with GAAP, a reserve is proper and (b) all Debt of such Person; provided, that in no event shall there be included as tangible assets: patents, trademarks, tradenames, copyrights, licenses, goodwill, receivables due from or investments in Affiliates of such Person (but Specified Receivables and Specified Investments shall be included as tangible assets of the Borrower), prepaid expenses, deposits, deferred charges or treasury stock or any securities or Debt of such Person, or any other securities unless such securities are readily marketable on a public exchange in the United States of America or are entitled to be used as a credit against federal income tax liabilities, and any other assets designated from time to time by the Agent, in its reasonable discretion, as intangible assets."

'"Tax Expense' means, with respect to any Person with respect to the applicable Covenant Computation Period, federal, state, local and foreign income tax expense recognized by such Person with respect to such Covenant Computation Period, as determined in accordance with GAAP."

"'Unused Commitment Fee Percentage' means, as of the date of determination, the percentage set forth in the table below opposite the applicable range of the ratio of Total Funded Debt to EBITDA of the Borrower and its Subsidiaries as of such date of determination; provided, however, notwithstanding the foregoing, the Unused Commitment Fee Percentage shall be 0.200% so long as the Borrower is in compliance with the requirements of Section 5.12 hereof. Reductions and increases in the Unused Commitment Fee Percentage will be verified by the Agent upon receipt of the financial statements of the Borrower and its Subsidiaries and related compliance certificate as required under Section 5.1(b) of this Agreement. The ratio will be determined on the basis of a rolling four quarter calculation of the ratio of Total Funded Debt to EBITDA as of the last day of the most recent quarter-end reflected in the most recent financial statements delivered by the Borrower for the Borrower and its Subsidiaries under Section 5.1(b). Any reduction or increase in the Unused Commitment Fee Percentage will become effective on the first day of the first month following the applicable Quarterly Financial Statement Due Date. If the Borrower fails to deliver the financial statements of the Borrower and its Subsidiaries and/or related compliance certificate required under Section 5.1(b) on or before the applicable Quarterly Financial Statement Due Date, the Borrower and its Subsidiaries shall be deemed to have a ratio of Total Funded Debt to EBITDA for such quarter of more than 2.00 to 1.00, and the Unused Commitment Fee Percentage will be 0.350% beginning on the first day of the first month following such Quarterly Financial Statement Due Date and will continue as such until the Borrower delivers the financial statements of the Borrower and its Subsidiaries for the next fiscal quarter in accordance with Section 5.1(b).

Ratio of Total Funded Debt to EBITDA	Unused Commitment Fee Percentage
* 2.00/1.00	0.350%
* 1.50/1.00 to 2.00/1.00	0.300%
1.00/1.00 to 1.50/1.00	0.250%
** 1.00/1.00	0.200%

* - less than
** - greater than

3. Addition of Section 1.2 to the Credit Agreement. Section 1.2 is hereby added to the Credit Agreement as follows:

"Section 1.2 References to Empak, Fluoroware and Related References. The parties hereto acknowledge and agree that both Empak and Fluoroware have been merged with and into the Borrower as contemplated by the Second Amendment and that all Prior Guarantor Obligations have been assumed by the Borrower as a result of such merger. As a consequence of the foregoing, all Prior Guarantor Obligations shall be deemed to be obligations of the Borrower and all references in the Credit Agreement or any other Loan Document to "Empak" or "Fluoroware" or related terms shall be construed consistently with this Section 1.2 and shall not be given independent or additional effect."

4. Addition of Section 1.3 to the Credit Agreement. Section 1.3 is hereby added to the Credit Agreement as follows:

"Section 1.2 References to Guarantors and Guaranties. Certain Subsidiaries of the Borrower have agreed to guarantee the obligations of the Borrower under and with respect to the Credit Agreement and the other Loan Documents. All references in the Credit Agreement or the other Loan Documents to "Guarantors", "Guaranties" or like defined terms shall be deemed to refer to the Guarantors and Guaranties as each such term is defined in the Credit Agreement as amended, modified or otherwise supplemented to date; provided, however, that the foregoing shall not limit the Borrower's responsibility for or assumption of the Prior Guarantor Obligations."

5. Amendment of Section 2.13 of the Credit Agreement. Section 2.13 of the Credit Agreement is hereby amended in its entirety to read as follows:

"Section 2.13 Use of Proceeds. The Proceeds of each Borrowing shall be used by the Borrower for its general corporate purposes and may from time to time be loaned to its Subsidiaries for their working capital and general corporate purposes."

6. Amendment to Section 3.2 of the Credit Agreement. Section 3.2 of the Credit Agreement is hereby amended in its entirety to read as follows:

"Section 3.2 Conditions Precedent to All Borrowings. The obligation of the Banks to fund each request for a Borrowing or to issue each Letter of Credit shall be subject to the further conditions precedent that on such date:

(a) the representations and warranties contained in Article IV hereof are correct in all material respects on and as of the date of such Advance as though made on and as of such date; and

(b) no event has occurred and is continuing, or would result from such Advance, which constitutes a Default or an Event of Default."

7. Amendment to Section 4.15 to the Credit Agreement. Section 4.15 of the Credit Agreement is hereby amended in its entirety to read as follows:

"Section 4.15 Acquisition. The Borrower and Entegris Cayman have completed the Acquisition in compliance with all material terms of the Acquisition Documents. The Borrower and/or Entegris Cayman have the title specified in the Acquisition Documents to all assets the subject of the Acquisition and such assets are free and clear of all mortgages, security interests, liens and encumbrances, except those specifically contemplated by the Acquisition Documents."

8. Amendment to Section 5.1(a) of the Credit Agreement. Section 5.1(a) of the Credit Agreement is hereby amended by deleting the text "Exhibit B to the Second Amendment" therein and inserting the text "Exhibit E" in its place.

9. Amendments to Section 5.1(b) of the Credit Agreement. The following amendments are hereby made to Section 5.1(b) of the Credit Agreement.

(a) The text "Exhibit C to the Second Amendment" is hereby deleted and the text "Exhibit F" is hereby inserted in its place.

(b) The text "in Sections 5.8 through 5.10" at the end of such Section is hereby deleted and the text "the Financial Covenants" is hereby inserted in its place.

10. Amendment to Section 5.8 of the Credit Agreement. Section 5.8 of the Credit Agreement is hereby amended to read in its entirety as follows:

"Section 5.8 Fixed Charge Coverage Ratio. As of each Covenant Computation Date, the Borrower and its Subsidiaries, on a consolidated basis, will maintain a Fixed Charge Coverage Ratio of not less than 1.10 to 1.00."

11. Amendment to Section 5.9 of the Credit Agreement. Section 5.9 of the Credit Agreement is hereby amended to read in its entirety as follows:

"Section 5.9 Leverage Ratio. As of each Covenant Computation Date, the Borrower and its Subsidiaries, on a consolidated basis, will maintain a Leverage Ratio of not more than 2.25 to 1.00."

12. Amendment to Section 5.10 of the Credit Agreement. Section 5.10 of the Credit Agreement is hereby amended to read in its entirety as follows:

"Section 5.10 Minimum Tangible Net Worth. As of each Covenant Computation Date occurring on or after February 28, 2003, the Borrower and its Subsidiaries, on a consolidated basis, will maintain a Tangible Net Worth of not less than the sum of $201,000,000 plus (a) fifty percent (50%) of the Net Income (unless

such amount is negative, in which case it shall be ignored for purposes of this Section) realized by the Borrower and its Subsidiaries, on a consolidated basis, for each Covenant Computation Period commencing on or after December 1, 2002, and (b) fifty percent (50%) of the net cash proceeds received by the Borrower and/or its Subsidiaries from any equity offering made by the Borrower and/or its Subsidiaries at any time on or after December 1, 2002."

13. Amendment of Section 5.11 of the Credit Agreement. Section 5.11 of the Credit Agreement is hereby amended in its entirety to read as follows:

"Section 5.11 Minimum Domestic Tangible Net Worth. As of each Covenant Computation Date occurring on or after February 28, 2003, the

Borrower, its Domestic Subsidiaries and the Guarantors, will maintain, on a consolidated basis, a Domestic Tangible Net Worth of not less than $125,000,000."

14. Amendment of Section 5.12 to the Credit Agreement. Section 5.12 of the Credit Agreement is hereby amended in its entirety to read as follows:

"Section 5.12 Minimum Cash and Cash Equivalents. The Borrower and its Subsidiaries, on a consolidated basis, will at all times own and maintain cash and cash equivalents in an aggregate amount of not less than $75,000,000 and the Borrower will at all times cause not less than $40,000,000 of such amount to be held and maintained as Domestic Cash."

15. Addition of Section 5.13 to the Credit Agreement. Section 5.13 of the Credit Agreement is hereby added as follows:

"Section 5.13 Domestic Subsidiaries. The Borrower will cause each of its Domestic Subsidiaries, as and when created or acquired, to become a Guarantor and to, concurrent with such creation or acquisition, execute and deliver a Guaranty to the Agent for the benefit of the Banks."

16. Addition of Section 5.14 to the Credit Agreement. Section 5.14 of the Credit Agreement is hereby added as follows:

"Section 5.14 Opinion of Counsel to Asyst. The Borrower will use commercially reasonable efforts to cause counsel to Asyst in connection with the Acquisition to provide a reliance letter to the Agent and the Banks permitting the Agent and the Banks to rely on such counsel's opinion letter delivered in connection with the Acquisition within 30 days of the date of the Fourth Amendment."

17. Amendment of Section 6.1 of the Credit Agreement. Clause (a) of Section 6.1 of the Credit Agreement is hereby amended in its entirety to read as follows:

"(a) mortgages, deeds of trust, pledges, liens, security interests and assignments in existence on the effective date of the Fourth Amendment and listed in Schedule 6.1 (including any subsequent extension or renewal of such mortgages, deeds of trust, pledges, liens, security interests and assignments to the extent (i) the related extension or renewal of the Debt secured thereby is otherwise permitted under this Agreement, (ii) the principal amount secured thereby is not increased above the amount outstanding immediately prior to such extension or renewal, and (iii) the property subject thereto is not increased)."

18. Amendment of Section 6.2 of the Credit Agreement. Clauses (e), (h) and (i) of Section 6.2 of the Credit Agreement are hereby amended in their entirety to read and clause (j) is hereby added thereto as follows:

(e) Subordinated Debt, or renewals thereof, provided that (a) it is subordinated to the prior payment of all indebtedness, reimbursement obligations and guaranties of the Borrower and its Subsidiaries in favor of the Banks on terms and conditions approved in writing by the Banks and (b) the aggregate amount of Subordinated Debt at any one time outstanding does not exceed $5,000,000 (all Subordinated Debt is properly reflected in Schedule 6.2);

(h) Indebtedness for borrowed money in foreign currencies in an aggregate principal amount not to exceed at any time $30,000,000 (all Indebtedness for borrowed money in foreign currencies is properly reflected in Schedule 6.2);

(i) Indebtedness for borrowed money not permitted by any other subsection of this Section 6.2 in an aggregate principal amount not to exceed at any time $10,000,000; and

(j) Indebtedness arising from Intercompany Loans.

19. Amendment of Section 6.3 of the Credit Agreement. Clause (c) of Section 6.3 of the Credit Agreement is hereby amended in its entirety to read as follows:

"(c) guaranties, endorsements and other direct or contingent liabilities in connection with the obligations of other Persons listed in Schedule 6.3, together with any extension, renewal or replacement thereof (so long as such indebtedness is not increased above the amount outstanding immediately prior to giving effect to any such extension, renewal or replacement);"

20. Amendment of Section 6.4 of the Credit Agreement. Section 6.4 of the Credit Agreement is hereby amended in its entirety to read as follows:

'"Section 6.4 Investments. The Borrower will not, and will not permit any Subsidiary to, purchase or hold beneficially any stock or other securities or evidences of indebtedness of, make or permit to exist any loans or advances to, or create or acquire any Subsidiary or make any investment or acquire any interest whatsoever in, any other Person, except:

(a) investments (either directly or through mutual funds) in direct obligations of the United States of America or any agency or instrumentality thereof whose obligations constitute the full faith and credit obligations of the United States of America having a maturity of one year or less, commercial paper issued by a U.S. corporation rated "A-1" or "A-2" by Standard & Poors Rating Group or "P-1" or "P-2" by Moody's Investors Service, certificates of deposit or bankers' acceptances having a maturity of one year or less issued by members of the Federal Reserve System having deposits in excess of $100,000,000 (which certificates of deposit or bankers' acceptances are fully insured by the Federal Deposit Insurance Corporation) and such other investments as the Borrower shall request and the Banks shall approve in writing;

(b) any investment by the Borrower or any of its Subsidiaries in the stock of any Subsidiary or in the stock of any Affiliate set forth on Schedule 4.4;

(c) Intercompany Loans;

(d) loans to officers and employees of the Borrower or officers and employees of any of its Subsidiaries not exceeding at any one time an aggregate of $500,000;

(e) travel advances to officers and employees of the Borrower or officers and employees any of its Subsidiaries or any other similar advances in the ordinary course of business;

(f) advances in the form of progress payments, prepaid rent or security deposits or any other similar advances in the ordinary course of business;

(g) the acquisition of the stock or assets of another Person so long as, prior to each such acquisition, the Borrower has submitted to the Agent financial projections, certificates and other documentation which establish that, after giving effect to such acquisition:

(A) the Borrower and its Subsidiaries will be in compliance with all covenants and terms of this

Agreement and the other Loan Documents through the Maturity Date;

(B) the acquired business of such Person is in the same line of business as an existing business of the Borrower or its Subsidiaries; and

(C) all consideration (whether in the form of cash paid, indebtedness assumed or otherwise) given by the Borrower and its Subsidiaries for acquisitions permitted under this Section 6.4(g) shall not exceed an aggregate amount of $25,000,000 during the fiscal year in which such acquisition occurs (provided, however, that the Acquisition shall not be counted for purposes of determining compliance with the $25,000,000 limitation set forth in this Section 6.4(g)(C)); and

(h) the Acquisition."

21. Amendment of Section 6.6 of the Credit Agreement. Clauses (b) and (c) of Section 6.6 of the Credit Agreement are hereby amended in their entirety to read and clause (d) is hereby added as follows:

(b) sales, leases and assignments by the Borrower or any of its Subsidiaries of its properties in the ordinary course of its business;

(c) sales or leases by the Borrower or any of its Subsidiaries of its surplus, obsolete or worn-out properties; or

(d) Intercompany Loans."

22. Amendment of Section 6.8 of the Credit Agreement. Section 6.8 of the Credit Agreement is hereby amended to delete the reference to "Section 6.4(g)" at the end of such Section and to insert the text "Section 6.4" in its place.

23. Amendment of Section 7.1 of the Credit Agreement. Section 7.1 of the Credit Agreement is hereby amended by amending clauses (d) and (n) thereof to read in their entirety as follows:

"(d) default in the performance, or breach, of any covenant or agreement on the part of the Borrower contained in any Financial Covenant or in Article VI; or"

"(n) any Guarantor shall repudiate, purport to revoke or fail to perform any of such Guarantor's obligations under its Guaranty or any other Loan Document to which it is a party; or"

24. Revised Schedules. The following Schedules and/or Exhibits to the Credit Agreement (whether originally attached to the Credit Agreement or subsequently becoming part of the Credit Agreement by amendment) are hereby replaced in their entirety as follows:

(a) Exhibit A to the Second Amendment (originally given in replacement of Exhibit A to the Credit Agreement) is hereby replaced by Exhibit A to the Fourth Amendment, with the effect that Exhibit A to the Fourth Amendment shall hereafter constitute Exhibit A for all purposes of the Credit Agreement.

(b) Exhibit B to the Second Amendment (originally given in replacement of Exhibit E to the Credit Agreement) is hereby replaced by Exhibit B to the Fourth Amendment, with the effect that Exhibit B to the

Fourth Amendment shall hereafter constitute Exhibit E for all purposes of the Credit Agreement.

(c) Exhibit C to the Second Amendment (originally given in replacement of Exhibit F to the Credit Agreement) is hereby replaced by Exhibit C to the Fourth Amendment, with the effect that Exhibit C to the Fourth Amendment shall hereafter constitute Exhibit F for all purposes of the Credit Agreement.

(d) Schedule 4.4 to the Second Amendment (originally given in replacement of Schedule 4.4 to the Credit Agreement) is hereby replaced by Schedule 4.4 to the Fourth Amendment, with the effect that Schedule 4.4 to the Fourth Amendment shall hereafter constitute Schedule 4.4 for all purposes of the Credit Agreement.

(e) Schedule 6.1 to the Second Amendment (originally given in replacement of Schedule 6.1 to the Credit Agreement) is hereby replaced by Schedule 6.1 to the Fourth Amendment, with the effect that Schedule 6.1 to the Fourth Amendment shall hereafter constitute Schedule 6.1 for all purposes of the Credit Agreement.

(f) Schedule 6.2 to the Second Amendment (originally given in replacement of Schedule 6.2 to the Credit Agreement) is hereby replaced by Schedule 6.2 to the Fourth Amendment, with the effect that Schedule 6.2 to the Fourth Amendment shall hereafter constitute Schedule 6.2 for all purposes of the Credit Agreement.

(g) Schedule 6.3 to the Second Amendment (originally given in replacement of Schedule

6.3 to the Credit Agreement) is hereby replaced by Schedule 6.3 to the Fourth Amendment, with the effect that Schedule 6.3 to the Fourth Amendment shall hereafter constitute Schedule 6.3 for all purposes of the Credit Agreement.

25. Amendment Fee. In consideration of the Banks' entering into this Amendment, the Borrower shall pay to the Agent, for the ratable benefit of the Banks in accordance with their Percentages, a facility increase fee of 0.125% of the increase in the Revolving Commitment Amount effected by this Amendment. Such fee shall be deemed fully earned by the Banks' execution and delivery of this Amendment.

26. Conditions Precedent. This Amendment shall become effective when the Agent shall have received the following, each in form and content acceptable to the Agent in its sole discretion:

(a) This Amendment duly executed on behalf of the Borrower, the Banks and the Agent;

(b) A Revolving Note duly executed on behalf of the Borrower in favor of each Bank in the amount of such Bank's Revolving Commitment, issued in substitution for and replacement of, but not payment of such Bank's Revolving Note (as defined in the Second Amendment);

(c) Copies of the executed Acquisition Documents;

(d) A certified copy of the resolutions of the board of directors of the Borrower evidencing approval of the Amendment and all matters contemplated hereby;

(e) A signed copy of a certificate of the Secretary or an Assistant Secretary of the Borrower, which shall certify (i) the names of the officers of the Borrower authorized to sign the Amendment and the documents to be executed by the Borrower in connection therewith, together with the true signatures of such officers, (ii) the resolutions described in (e) above, and (iii) that the Articles of Incorporation and Bylaws of the Borrower certified to the Agent and the Banks in connection with the Consent remain in full force and effect and have not been amended or modified since such certification;

(f) A certificate of good standing of the Borrower, dated

not more than thirty (30) days prior to the date hereof;

(g) A certified copy of the resolutions of the sole shareholder of NT International evidencing approval of its Guaranty and all matters contemplated thereby;

(h) Copies of the Articles of Incorporation and Bylaws of NT International certified by the Secretary or Assistant Secretary of the Borrower, the sole shareholder of NT International, as being true and correct copies thereof;

(i) A signed copy of a certificate of the Secretary or an Assistant Secretary of the Borrower, the sole shareholder of NT International, which shall certify the names of the officers of NT International authorized to sign its Guaranty and the documents to be executed by NT International in connection therewith, together with the true signatures of such officers.

(j) A certificate of good standing of NT International, dated not more than thirty (30) days prior to the date hereof;

(k) A certified copy of the resolutions of the sole shareholder of Entegris Custom Products evidencing approval of its Guaranty and all matters contemplated thereby;

(l) Copies of the Articles of Incorporation and Bylaws of Entegris Custom Products certified by the Secretary or Assistant Secretary of the Borrower, the sole shareholder of Entegris Custom Products, as being true and correct copies thereof;

(m) A signed copy of a certificate of the Secretary or an Assistant Secretary of the Borrower, the sole shareholder of Entegris Custom Products, which shall certify the names of the officers of Entegris Custom Products authorized to sign its Guaranty and the documents to be executed by Entegris Custom Products in connection therewith, together with the true signatures of such officers;

(n) A certificate of good standing of Entegris Custom Products, dated not more than thirty (30) days prior to the date hereof;

(o) Current searches of appropriate filing offices showing that no state or federal tax liens have been filed and remain in effect against the Borrower, NT International or Entegris Custom Products and that no financing statements or other notifications or filings have been filed and remain in effect against the Borrower, NT International or Entegris Custom Products other than those for which the Agent has received an appropriate release, termination or satisfaction or those permitted in accordance with Section 6.1 of the Credit Agreement;

(p) A signed copy of an opinion of counsel to the Borrower, NT International and Entegris Custom Products, addressed to the Agent and the Banks; and

(q) The Guaranties of NT International and Entegris Custom Products, duly executed on behalf of such parties.

27. Reference to and Effect on the Credit Agreement and the other Loan Documents. Except as otherwise amended by this Amendment, all of the terms and conditions of the Credit Agreement and the other Loan Documents prior to giving effect to this Amendment shall remain in full force and effect in accordance with their terms.

28. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

29. Borrower Release. The Borrower hereby absolutely and unconditionally releases and forever discharges the Agent and each of the Banks, and any and all participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing (the "Released Parties"), from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, which the Borrower has had, now has or has made claim to have against such Released Party for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Amendment in connection with or related to the transactions evidenced by the Loan Documents, whether such claims, demands and causes of action are mature or unmatured or known or unknown.

30. No Waiver. The execution of this Amendment shall not be deemed to be a waiver of any Default or Event of Default under the Credit Agreement, whether or not known to the Agent and/or the Banks and whether or not existing on the date of this Amendment.

31. Representations and Warranties of the Borrower. The Borrower hereby represents and warrants to the Agent and the Banks as follows:

(a) The Borrower has all requisite power and authority to execute this Amendment and the Revolving Notes and to perform all of its obligations under the Credit Agreement, as amended by this Amendment, and the Credit Agreement, as amended by this Amendment, this Amendment, the Revolving Notes and the other Loan Documents executed on behalf of the Borrower have been duly executed and delivered by the Borrower and constitute the legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms.

(b) The execution, delivery and performance by the Borrower of the Credit Agreement, as amended by this Amendment, the Amendment, the Revolving Notes and the other Loan Documents executed on behalf of the Borrower have been duly authorized by all necessary corporate action and do not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law,

rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to the Borrower, or the Articles of Incorporation or Bylaws of the Borrower, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrower is a party or by which it or its properties may be bound or affected.

(c) All of the representations and warranties contained in Article IV of the Credit Agreement are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.

32. References. All references in the Credit Agreement to "this Agreement" shall be deemed to refer to the Credit Agreement as amended by this Amendment; and any and all references in any of the other Loan Documents to the "Credit Agreement" shall be deemed to refer to the Credit Agreement as amended by this Amendment. All references to schedules or exhibits in the Credit Agreement shall be deemed to include the amendments to such schedules and exhibits effected hereby.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

Address:
3500 Lyman Boulevard
Chaska, Minnesota 55318
Attn: John Villas
Telecopy No. (952) 556-8644

ENTEGRIS, INC.

By /s/ James E. Dauwalter
Its Chief Executive Officer

And

By /s/ John Villas
Its Chief Financial Officer

Address:
7900 Xerxes Avenue South
MAC N9307-013
Bloomington, Minnesota 55431
Attn: Richard G. Trembley
Telecopy No. (612) 316-1621

WELLS FARGO BANK, NATIONAL ASSOCIATION, , as a Bank and as Agent

Revolving Commitment: $20,000,000
Percentage: 50%

By /s/ Richard G. Trembley
Its Vice President

Address:
111 West Monroe
P.O. Box 755
Chicago, Illinois 60690
Attn: Michael M. Fordney
Telecopy No. (312) 293-5040

HARRIS TRUST AND SAVINGS BANK, as Bank

Revolving Commitment: $20,000,000
Percentage: 50%

By /s/ Michael M. Fordney
Its Vice President

EXHIBIT 99.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

In connection with the Quarterly Report of Entegris, Inc, a Minnesota corporation (the "Company"), on Form 10-Q for the quarter ended March 1, 2003 as filed with the Securities and Exchange Commission (the "Report"), I, James E. Dauwalter, President and Chief Executive Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350), that to my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ James E. Dauwalter

James E. Dauwalter
President and Chief Executive Officer

EXHIBIT 99.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

In connection with the Quarterly Report of Entegris, Inc, a Minnesota corporation (the "Company"), on Form 10-Q for the quarter ended March 1, 2003 as filed with the Securities and Exchange Commission (the "Report"), I, John D. Villas, Chief Financial Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350), that to my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ John D. Villas

John D. Villas
Chief Financial Officer

EXHIBIT 99.3

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

I, James E. Dauwalter, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Entegris, Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:

(a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

(b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

(c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

(a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

(b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officer and I have indicated in this quarterly report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: April 15, 2003

/s/ James E. Dauwalter

James E. Dauwalter
President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 99.4

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 302OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

I, John D. Villas, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Entegris, Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:

(a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

(b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

(c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

(a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

(b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officer and I have indicated in this quarterly report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: April 15, 2003

/s/ John D. Villas

John D. Villas
Chief Financial Officer
(Principal Financial and Accounting Officer)