As filed with the Securities and Exchange Commission on March 31, 2000
Registration No. 333

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

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

Minnesota	3089	41-1941551
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

3500 Lyman Boulevard Chaska, Minnesota 55318 (952) 556-3131 (Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)	Stan Geyer Chief Executive Officer Entegris, Inc. 3500 Lyman Boulevard Chaska, Minnesota 55318 (952) 556-3131 (Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

John T. Kramer, Esq.	Christopher D. Lueking, Esq.
Dorsey & Whitney LLP	Latham & Watkins
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220 South Sixth Street	Suite 5800
Minneapolis, Minnesota 55402-1498	Chicago, Illinois 60606

Approximate date of proposed sale to the public:
As soon as practicable after the Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Securities Act"), check the following box. [_]

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

If delivery of the Prospectus is expected to be made pursuant to Rule 434, please check the following box. [_]

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
Common Stock, $.01 par value.....	$239,200,000	$63,150

(1) Estimated solely for the purpose of calculating the amount of the registration fee in accordance with Rule 457(o) under the Securities Act of 1933.

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment that specifically states that this Registration

Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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+The information in this prospectus is not complete and may be changed. We may +
+not sell these securities until the registration statement filed with the   +
+Securities and Exchange Commission is effective. This prospectus is not an   +
+offer to sell these securities and we are not soliciting offers to buy these +
+securities in any state where the offer or sale is not permitted.   +
+++

SUBJECT TO COMPLETION, DATED MARCH 31, 2000

13,000,000 Shares

[Entegris Logo]

Common Shares

Entegris, Inc. is offering 8,600,000 common shares, and the selling shareholders are offering 4,400,000 common shares in a firmly underwritten offering. Entegris will not receive any of the proceeds from the sale of shares by the selling shareholders. This is Entegris' initial public offering, and no public market currently exists for Entegris' common shares. Entegris anticipates that the initial public offering price for its shares will be between $15.00 and $17.00 per share. After the offering, the market price for Entegris' shares may be outside of this range.

We have applied to list our common shares on the Nasdaq National Market under the symbol "ENTG."

Investing in the common shares involves a high degree of risk. See "Risk Factors" beginning on page 7.

	Per Share	Total
Offering Price	$	$
Discounts and Commissions to Underwriters	$	$
Offering Proceeds to Entegris	$	$
Offering Proceeds to the Selling Shareholders	$	$

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Entegris, Inc. has granted the underwriters the right to purchase up to an additional 1,290,000 common shares from Entegris and a selling shareholder has granted the underwriters the right to purchase up to 660,000 shares from that selling shareholder to cover over-allotments. The underwriters can exercise this right at any time within thirty days after the offering. Banc of America Securities LLC expects to deliver the common shares to investors on , 2000.

Banc of America Securities LLC

Donaldson, Lufkin & Jenrette

Salomon Smith Barney

U.S. Bancorp Piper Jaffray

The date of this Prospectus is , 2000.

Our products enable the microelectronics industry by assuring the integrity of our customers' materials from production to consumption.

MICROELECTRONICS

OTHER MARKETS

Bio-pharmaceutical
Custom Medical
Telecommunications
Industrial and Other

Our custom products enable new technologies and applications such as live bacteria manufacturing techniques and miniaturization for telecommunications

SEMICONDUCTOR MANUFACTURING PROCESS

DISK MANUFACTURING

FRONT END

BACK END

Wafer Manufacturing

Wafer Handling

Chemical Delivery

Test, Assembly and Packaging

[Photo of 300mm Shipper] [Photo of 100 to 200mm Shippers with caption stating: Our wafer manufacturing products preserve the integrity of raw wafers during shipment from wafer manufacturers to semiconductor manufacturers]

[Photo of 100 to 200mm Carriers] [Photo of 300mm Carriers with caption stating: Our wafer handling products hold and position wafers during semiconductor processing, including precise interfaces with automation and manufacturing equipment]

[Photo of Containers] [Photo of Valve, Tubing, Fitting, Pipe]

[Photo of Transducers] [Photo of Fluid Handling Systems with caption stating: Our chemical delivery products provide consistent and safe delivery of sophisticated chemicals from chemical manufacturers to semiconductor manufacturers' point-of-use]

[Photo of JEDEC/Matrix Trays] [Photo of Bare Die Trays with caption stating: Our test, assembly and packaging products preserve the integrity of wafers and die during transportation to back-end operations by avoiding electrostatic discharge and contamination]

[Photo of Disk Shipper with caption stating: Our disk products prevent degradation and damage to critical data storage components]

[Logo]

[Photos of various products that utilize integrated circuits and of microelectronics manufacturing processes]

You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with information that is different. We are offering to sell, and seeking offers to buy, common shares only in jurisdictions where offers and sales are permitted. This prospectus may only be used where it is legal to sell these securities. The information in this document may only be accurate on the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of our common shares. In this prospectus, references to "Entegris," "we," "us" and "our" refer to Entegris, Inc., together with our consolidated subsidiaries.

Our fiscal year is a 52 or 53 week period ending on the last Saturday of each August. Our last five fiscal years ended on the following dates: August 26, 1995; August 31, 1996; August 30, 1997; August 29, 1998; and August 28, 1999. Fiscal years are identified in this prospectus according to the calendar year in which they end. For example, the fiscal year ended August 28, 1999 is referred to as "fiscal 1999." For convenience, the financial information included in this prospectus has been presented as ending on the last day of the month.

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PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus. This summary does not contain all of the information that you should consider before investing in our common shares. You should read the entire prospectus carefully before making an investment decision. This prospectus contains forward-looking statements which involve risks and uncertainties. Our results could differ significantly from those anticipated in these forward-looking statements as a result of various factors, including those set forth in "Risk Factors" and the consolidated financial statements and the related notes. Except as otherwise indicated, all information in this prospectus assumes no exercise of the underwriters' over-allotment option and gives effect to a 2-for-1 stock split of the Entegris common shares to be effective prior to the completion of this offering.

Entegris

We are a leading provider of materials management solutions to the microelectronics industry including, in particular, the semiconductor manufacturing and disk manufacturing markets. Our materials management solutions for the semiconductor industry assure the integrity of materials as they are handled, stored, processed and transported throughout the semiconductor manufacturing process, from raw silicon wafer manufacturing to packaging of completed integrated circuits. These solutions enable our customers to protect their investment in work-in-process and finished devices by facilitating the safe handling, purity and precision processing of the critical materials used in their manufacturing process.

Semiconductors are the building blocks of today's electronics and the backbone of the information age. An increasing variety of new markets and applications, such as wireless communications devices, network infrastructure and Internet appliances, has driven the demand for semiconductors with enhanced performance characteristics. As a result, semiconductors have become increasingly complex, with smaller feature sizes and shorter product life cycles, resulting in a more costly and complex manufacturing process. To improve manufacturing productivity and efficiency, semiconductor manufacturers have historically implemented yield management and automation technologies. Because significant productivity gains from implementing these technologies have for the most part already been realized, semiconductor manufacturers are now increasingly focused on materials management to prevent the damage and degradation of materials used or consumed throughout the manufacturing process as well as to improve the predictability of that process. Wafer processing can involve as many as 500 steps and take up to six weeks. As a result, a batch of 25 fully processed wafers can cost more than $1 million. Damage to a processed wafer can severely impact integrated circuit performance or render an integrated circuit inoperable. Thus, it is critical to ensure safe and reliable wafer processing throughout the manufacturing process. The need for efficient and reliable materials management is becoming increasingly important to semiconductor manufacturers as new materials are introduced and as 300mm wafer technology becomes more prevalent.

Throughout our 34-year history, we have been a leading provider of materials management solutions for the semiconductor industry. We have extensive expertise in the development of polymer materials and we believe that we have the broadest product line of standard and customized products. We have eleven worldwide manufacturing facilities which enable us to provide local delivery, advanced manufacturing capabilities and the capacity to meet customer demand requirements. Our materials management products, such as wafer shippers, wafer transport and process carriers, pods and work-in-process boxes, preserve the integrity of wafers as they are transported from wafer manufacturers to semiconductor manufacturers, processed into finished wafers and integrated circuits and subsequently tested, assembled and packaged. We also provide chemical delivery products, such as valves, fittings, tubing, pipe and containers, that assure the consistent and safe delivery of sophisticated chemicals between chemical manufacturers and semiconductor manufacturers' point-of-use.

We believe we are a technology leader in providing materials handling solutions for the microelectronics industry. We are a leading designer and manufacturer of 300mm wafer materials management solutions with products such as front opening unified pods and reduced-pitch front opening shipping boxes. In addition, our innovative designs and our use of high purity, corrosion resistant fluid handling materials have made us a recognized leader in high purity fluid transfer products. Our chemical delivery product line represents a number of industry firsts, including: the first perfluoroalkoxy, or PFA, fusion-bonded piping; the first valves with no metal parts in the fluid stream; the first nonmetallic capacitive sensors to successfully perform in harsh environments at high temperatures; and the first PFA pinch valve. More recently, our Galtek SG Series valve received the 1999 Editor's Choice Best Product award from Semiconductor International magazine for its ability to maintain industry flow capacity standards despite its small size.

Our objective is to build upon our leadership position in materials management solutions for the semiconductor device, equipment and materials industries, as well as apply our expertise to the growing materials management needs of other industries. The key elements of our strategy to achieve this objective are:

- expand technological leadership;
- broaden product offering;
- enhance relationships with customers and suppliers;
- expand in Japan;
- pursue selective acquisitions; and
- expand into new industries.

We sell our products worldwide to over 1,000 customers, who represent a broad base of leading suppliers to the microelectronics industry. Our customers in the semiconductor industry include wafer manufacturers, chemical suppliers, equipment manufacturers, device manufacturers and assemblers. Our semiconductor customers include Amkor/Anam, Applied Materials, Arch Chemicals, IBM, Infineon, Intel, Texas Instruments and TSMC. Our customers in data storage manufacturing include HMT, IBM, Komag and Seagate Technology. International sales represented approximately 45.1% of our sales in fiscal 1998, 47.9% of our sales in fiscal 1999, and 55.2% of our sales in the six months ended February 28, 2000. We provide our customers with a worldwide network of sales and support personnel, which enable us to offer local service to our global customer base and assure the timely and cost-effective delivery of our products.

Entegris was incorporated under the laws of the State of Minnesota in 1999 as part of a consolidation of Fluoroware, Inc. and Empak, Inc., both of which are now wholly-owned subsidiaries of Entegris. Fluoroware and Empak are Minnesota corporations. Fluoroware has been in business since 1966 and Empak has been in business since 1980. Our principal executive offices are located at 3500 Lyman Boulevard, Chaska, Minnesota 55318, and our telephone number is (952) 556-3131. The address of our web site is www.entegris.com. Information contained on our web site is not part of this prospectus.

The Offering

Common shares offered by Entegris.....	8,600,000 shares
Common shares offered by the selling shareholders.....	4,400,000 shares
Common shares to be outstanding after this offering.....	67,320,700 shares
Use of proceeds.....	Retirement of debt, working capital and general corporate purposes. We may also use a portion of the proceeds to acquire complementary businesses. See "Use of Proceeds."
Proposed Nasdaq National Market symbol.....	ENTG

The number of common shares to be outstanding after this offering is based on the number of shares outstanding as of February 28, 2000, and does not reflect the following:

- 7,267,936 shares subject to stock options currently outstanding at a weighted average exercise price of $3.62 per share;
- 317,446 shares redeemed in March 2000 from former employees, which had been previously distributed by our Employee Stock Ownership Plan and which we were required to redeem pursuant to the terms of the Plan;
- 24,736 shares issued since February 28, 2000;
- 6,947,006 common shares reserved for future grants of options under our stock option plans and future issuances of stock under our Employee Stock Purchase Plan; and
- 1,290,000 shares that the underwriters may purchase from us to cover over-allotments, if any.

Summary Consolidated Financial Data
(in thousands, except per share data)

	Fiscal Year Ended August 31,					Six Months Ended February 28,	
	1995	1996	1997	1998	1999	1999	2000
Consolidated Statement of Operations Data:							
Net sales	$193,284	$271,037	$277,290	$266,591	$241,952	$111,590	$156,662
Cost of sales	104,513	149,042	161,732	156,508	148,106	72,026	85,260
Gross profit	88,771	121,995	115,558	110,083	93,846	39,564	71,402
Selling, general and administrative expenses	43,284	62,390	62,384	65,536	64,336	28,896	34,962
Engineering, research and development expenses	9,776	12,446	17,986	19,912	14,565	7,571	6,234
Operating profit	35,711	47,158	35,188	24,635	14,945	3,097	30,206
Interest expense, net	2,782	4,582	6,652	6,995	5,498	3,040	2,020
Other (income) expense, net	(1,010)	(1,396)	2,201	(273)	(1,850)	(1,312)	(6,282)
Income before income taxes and other items below	33,939	43,972	26,335	17,913	11,297	1,369	34,468
Income tax expense	12,596	16,109	10,578	4,536	4,380	89	11,589
Equity in net (income) loss of affiliates	(3,347)	(3,252)	(1,750)	119	1,587	1,196	(582)
Minority interest in subsidiaries' net income (loss)	1,601	2,898	572	176	(399)	(15)	348
Net income (1)	$ 23,089	$ 28,217	$ 16,934	$ 13,083	$ 5,729	$ 100	$ 23,113
Earnings per common share (1):							
Basic	$ 0.36	$ 0.46	$ 0.28	$ 0.22	$ 0.10	$ 0.00	$ 0.39
Diluted	$ 0.35	$ 0.44	$ 0.27	$ 0.21	$ 0.09	$ 0.00	$ 0.36
Weighted average common shares:							
Basic	64,034	61,676	60,419	60,714	60,171	60,343	59,501
Diluted	65,396	63,504	62,238	61,458	62,121	61,413	64,376

	February 28, 2000	
	Actual	As Adjusted(2)
Consolidated Balance Sheet Data:		
Cash and cash equivalents	$ 25,029	$114,029
Working capital	69,504	158,504
Total assets	266,540	355,540
Long-term debt and capital lease obligations, excluding current maturities	50,770	17,770
Total liabilities and minority interest	123,571	85,571
Shareholders' equity	142,969	269,969

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(1) Net income and per share figures exclude loss from discontinued operations of $1,503,000, or $0.02 per share diluted, in fiscal 1995 and income from discontinued operations of $455,000, or $0.01 per share diluted, in fiscal 1996.

(2) As adjusted to reflect the sale of 8,600,000 common shares by us offered in this prospectus at an assumed offering price of $16.00 per share, assuming no exercise of the underwriters' over-allotment option, and the application of a portion of the estimated net proceeds, after deducting the underwriting discounts and commissions and our estimated offering expenses, to repay approximately $38 million of debt. See "Capitalization."

RISK FACTORS

You should carefully consider the following risk factors and all other information contained in this prospectus before purchasing our common shares. Investing in our common shares involves a high degree of risk. The risks and uncertainties described below are not the only ones that we face. Additional risks and uncertainties not presently known to us or that we currently believe are immaterial also may impair our business operations. If any of the events described in the following risks occur, our business, operating results and financial condition could be significantly harmed. In addition, the trading price of our common shares could decline due to any of the events described in these risks, and you may lose all or part of your investment.

Risks related to Entegris.

The semiconductor industry is highly cyclical, and an industry downturn would harm our operating results.

Our business depends on the purchasing patterns of semiconductor manufacturers, which, in turn, depend on the current and anticipated demand for semiconductors and products utilizing semiconductors. The semiconductor industry is highly cyclical and historically has experienced periodic downturns, which often have resulted in decreased expenditures by semiconductor manufacturers. These downturns, which occurred most recently in 1996 and 1998, have harmed our sales, gross profits and operating results. Furthermore, even in periods of reduced demand, we must continue to maintain a satisfactory level of research and development expenditures and continue to invest in our infrastructure. We expect the semiconductor industry to continue to be cyclical. Any future downturns will harm our operating results.

Our revenue and operating results may fluctuate in future periods, which could harm our share price.

Our sales and operating results can vary significantly from quarter to quarter. We anticipate that these fluctuations will continue in the future due to a variety of factors, many of which are beyond our control. Fluctuations in our results could cause our share price to decline substantially. We believe that period-to-period comparisons of our results of operations may not be meaningful, and you should not rely upon them as indicators of our future performance. Our sales and operating results in a particular quarter can vary significantly due to a variety of factors, including the following:

- the timing of significant customer orders and customer spending patterns;
- changes in product mix;
- conditions in the semiconductor device, capital equipment and materials industries;
- competitive pricing pressures;
- availability of raw materials;
- the announcement of new products, product enhancements and technological developments by us and our competitors;
- general global economic conditions or economic conditions in a particular region; and
- costs we may incur if we become involved in future litigation.

Accordingly, the results of any past period are not necessarily indicative of the results to be expected in any future period. Further, we base our current and future expense plans in part on our expectations of our long-term future revenue. As a result, our expense levels are relatively fixed in the short-term. An unanticipated decline in revenue in a particular quarter could disproportionately affect our net income in that quarter. In addition, because we typically do not have significant backlog, changes in order patterns have a more immediate impact on our revenues.

Our industry is subject to rapid technological change, and our business may be harmed if we are unable to successfully identify and develop new products or respond to technological change.

The microelectronics industry is subject to rapid technological change, changing customer requirements and frequent new product introductions. Because of this, the life cycle of our products is difficult to determine. Our future success will depend, to a significant extent, on our ability to keep pace with changes in the market and on our ability to enhance our current products and introduce new products. For example, we must continue to identify new polymers, improve our product design and qualify our products with our customers. We cannot assure you that we will be able to successfully develop and introduce new products and materials in a timely and cost-effective manner, that any product enhancements or new products developed by us will gain market acceptance or that products or technologies developed by others will not make our products or technologies obsolete or less competitive. If we do not anticipate or respond adequately to technological developments or customer requirements, we could become less competitive and our business could be harmed.

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

We rely on single and limited source suppliers for some of the advanced polymers that are critical to the manufacturing of our products. At times, we have experienced a limited supply of some of these polymers, which resulted in delays and increased costs. An industry-wide increase in demand for these polymers could affect the ability of our suppliers to provide sufficient quantities to us. If we are unable to obtain an adequate quantity of such supplies, our manufacturing operations may be interrupted. Obtaining alternative sources could result in increased costs and shipping delays, which could damage our relationships with current and potential customers and harm our business and results of operations.

Prices for polymers have varied widely in recent years. Although we have a long-term contract with a key supplier of polymers, if that supply is interrupted or our requirements exceed the contracted amounts of such materials, we could be exposed to higher material costs. An increase in the price of these materials could harm our operations.

Our success depends upon our ability to attract and retain key personnel.

Our success depends upon the continued efforts of our senior management team and our technical, manufacturing, marketing and sales personnel. These employees may voluntarily terminate their employment with us at any time. Our success also depends on our ability to attract and retain additional highly qualified management, manufacturing, technical, marketing and sales personnel. Competition for such personnel in the technology and semiconductor industries is particularly intense. Recruiting and hiring employees with the combination of skills and attributes required to conduct our business is extremely competitive, time-consuming and expensive.

Approximately one-third of our work force are participants in our Employee Stock Ownership Plan, which held 20,385,514 of our common shares as of February 28, 2000. Following termination of employment, participants in the ESOP have the right, as of the second August 31 following termination, to request distribution of the Entegris shares allocated to their accounts. In addition, the ESOP was recently amended to provide that, if this offering is successfully completed, each ESOP participant may elect to receive an annual "in-service" distribution of up to 10% of the shares in each of their accounts. The first opportunity to elect an in-service distribution will be in May 2001. Except for this annual in-service distribution election and the sale of approximately 12% of the ESOP shares in this offering, a participant who remains an employee has no right to control or receive the shares in that participant's account. The significant value of the ESOP shares and the limited ability to obtain and control these shares while employed may be important factors that many employees might consider when determining whether to continue their employment with us.

We may not be able to successfully retain existing personnel or identify, hire and integrate new personnel. If we lose the services of key personnel or are unable to attract additional qualified personnel, our business, financial condition and results of operations could be harmed. The U.S. economy's long period of expansion and high rate of employment have increased the difficulty of recruiting qualified manufacturing personnel, such as operators of our manufacturing equipment. If a significant number of manufacturing personnel were to voluntarily terminate their employment with us, our operations could be impaired.

We need to successfully manage the anticipated expansion of our operations or our business may be harmed.

Consolidations and the expansion of our business have placed and will continue to place significant demands on our managerial, financial and technical resources. Entegris resulted from the consolidation in June 1999 of Fluoroware and Empak, two companies that had been operating independently for many years prior to the consolidation. Each company had its own business culture, customers, employees, systems and geographically dispersed operations. If we fail to successfully complete the integration of Fluoroware and Empak or effectively manage future expansion, our business and our operating results could be harmed.

We operate in the highly competitive semiconductor materials management industry.

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

We face manufacturing risks.

Our manufacturing processes are complex and require the use of expensive and technologically sophisticated equipment and materials. These processes are frequently modified to improve manufacturing yields and product quality. We have on occasion experienced manufacturing difficulties that have delayed our ability to deliver products within agreed-upon time frames. A number of our product lines are manufactured at only one or two facilities, and any disruption could impact our sales until another facility could commence or expand production of such products.

Our manufacturing operations are subject to numerous risks, including:

- the introduction of impurities in the manufacturing process that could lower manufacturing yields and make our products unmarketable;
- the costs and demands of managing and coordinating geographically diverse manufacturing facilities; and
- the disruption of production in one or more facilities as a result of a slowdown or shutdown in another facility.

We could experience these or other manufacturing difficulties, which might result in a loss of customers and harm our business and results of operations.

Our manufacturing capability depends on our ability to procure and maintain our capital equipment.

Internally designing and producing new complex tools or purchasing additional capital equipment can take several months. If our existing equipment fails, or we are unable to obtain new equipment quickly enough to satisfy any increased demand for our products, we may lose sales to competitors. In particular, we do not maintain duplicate tools for most of our important products. Fixing or replacing complex tools is time consuming, and we may not be able to replace a damaged tool in time to meet customer requirements.

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

The growing trend toward the use of 300mm wafers has contributed to the increasing complexity of the semiconductor manufacturing process. The greater diameter of these wafers requires higher tooling costs and presents more complex handling, storage and transportation challenges. We are making substantial investments to complete a full line of 300mm wafer manufacturing and handling products. We cannot assure you that our customers will adopt our 300mm wafer manufacturing and handling product lines. If we are not a leader in the 300mm market, the market share for our other products could decline. In addition, if the trend toward 300mm wafer manufacturing does not evolve as we anticipate, sales of our products for these applications would be minimal and we might not recover our development costs.

Our management information and financial reporting systems are not fully integrated and need to be upgraded, which will be costly. If these new systems are not successfully implemented, our business may be harmed.

The management information and financial reporting systems that we use in our day-to-day operations are not fully integrated. We will need to continue to invest in these systems in order to maintain our current level of business and accommodate any future growth. We anticipate that the total costs associated with upgrading and integrating our systems will be approximately $8 to $10 million over the next two to four years. Our failure to successfully upgrade and integrate our management information and financial reporting systems may disrupt our business, create inefficiencies due to the lack of centralized data, result in unnecessarily high levels of inventories, increase expenses associated with additional employees to compensate for the lack of fully integrated systems and cause other harmful effects on our business.

We encounter difficulties in soliciting customers of our competitors because customers tend to standardize procedures and are reluctant to change their standardized manufacturing processes.

Once an original equipment manufacturer or a microelectronics manufacturer has selected particular materials management products, that manufacturer generally incorporates those products into customized manufacturing procedures, assuring precise and consistent processing steps. After these procedures have been established, manufacturers are very reluctant to switch to another provider of materials management products. Accordingly, it may be difficult to sell our products to a manufacturer that has already selected a competitor's products.

We are subject to numerous governmental regulations.

We are subject to federal, state, local and foreign regulations. Compliance with future regulations, including environmental regulations in the United States and abroad, could require us to incur substantial costs. If we do not comply with current or future regulations, directives and standards:

- we could be subject to fines;
- our production could be suspended or delivery could be delayed; and
- we could be prohibited from offering particular products in specified markets.

Certain of our fluid handling products fall within the scope of U.S. export licensing regulations pertaining to products that could be used in connection with chemical weapons processes. These regulations require us to obtain licenses to ship some of our products to customers in certain countries, and we routinely apply for and obtain export licenses. The applicable export licensing regulations frequently change. Moreover, the types and categories of products that are subject to export licensing are often described in the regulations in general terms and could be subject to differing interpretations. We are currently cooperating with the United States Department of Commerce to clarify our licensing practices and to review our practices with respect to sales of products to certain countries in recent years. While the Department of Commerce review is pending, we have been applying for export licenses with respect to ongoing orders for those same products from customers in the countries that are the subject of the review, and the Department of Commerce has been granting licenses for these sales. Nevertheless, the Department of Commerce may determine that some of our past practices were not in compliance with export licensing regulations, which could subject us to penalties. Any denial or delay in the issuance of future export licenses could result in lost sales.

We may face product liability claims which could harm our operating results.

Our products are used by our customers to handle sensitive, complex and valuable wafers and semiconductor materials and devices. If our products fail, these materials could be damaged or contaminated, which could expose us to product liability claims. Business interruption and personal injury claims are also possible in the event of a product failure or misapplication of our product by a customer. In addition, the failure of our chemical delivery products could subject us to environmental liability claims and a failure of our custom medical device components could subject us to personal injury claims. We cannot predict whether our existing insurance coverage limits are adequate to protect us from any liabilities that we might incur in connection with the manufacture, sale or use of our products. A successful product liability claim or series of product liability claims brought against us could harm our business, operating results and financial condition.

We are dependent on Metron Technology N.V. for a substantial portion of our sales.

For the period ended August 31, 1999, we derived 14.3% of our revenues from customers that purchase our products through Metron Technology N.V., which distributes our products in parts of Europe, Asia and the United States. Any negative material event relating to Metron may impact our business. In November 1999, Metron completed an initial public offering and our ownership of Metron decreased from 32.8% to 20.8%. Although we retain a significant ownership stake in Metron, we now have less influence on Metron's business and decision making, and Metron may make decisions regarding the conduct of its business that could harm us and over which we have no control.

We may not be able to manage our joint ventures effectively.

We have entered into joint venture agreements intended to complement or expand our manufacturing and distribution operations in Japan and Korea. The success of our joint ventures depends in part on our ability to strengthen our relationships with our joint venture partners. We may not realize the benefits we anticipated when we entered into these transactions. Any of the foregoing could harm our business, financial condition and results of operations.

We may make future acquisitions that might dilute our shareholders' equity and increase our debt.

We might acquire other businesses, technologies or product lines, although we currently have no commitments or agreements with respect to any acquisition. We cannot assure you that we will be able to successfully identify, negotiate or finance such acquisitions, or integrate such acquisitions within our current business. If we acquire any other business, we could incur debt, assume liabilities or issue stock. The issuance of stock would dilute our current shareholders' percentage ownership.

Acquisitions could also involve numerous risks, including:

- difficulties integrating the purchased operations, technologies or products with our existing business and products;
- diversion of management's attention from our core business;
- harmful effects on relationships with existing and potential suppliers and customers;
- risks associated with entering markets in which we have limited experience; and
- potential loss of key employees.

We may not be able to successfully integrate any business, products, technologies or personnel that we purchase in the future.

We generally have no long-term contracts with our customers.

As is typical in our industry, our sales are primarily made on a purchase order basis and we have few long-term purchase commitments from our customers. As a result, we rely upon the constant placement of purchase orders for our products and we cannot predict the level of future sales or commitments from our current customers.

We may not be able to protect our intellectual property, which may limit our ability to compete.

Our success depends in part on our proprietary technology. We attempt to protect our intellectual property rights primarily through patents, trademarks and non-disclosure agreements. However, we might not be able to protect some of our technology, and competitors might be able to develop similar technology independently. In addition, the laws of certain foreign countries might not afford our intellectual property the same protection as do the laws of the United States. The costs of applying for patents in foreign countries and translating the applications into foreign languages require us to select carefully the inventions for which we apply for patent protection and the countries in which we seek such protection. Generally, we have concentrated our efforts on obtaining international patents in Europe, Japan and Taiwan because there are competing manufacturers in those countries, as well as current and potential customers. Our inability or failure to obtain adequate patent protection in a particular country could harm our ability to compete effectively in that country. Our patents also might not be sufficiently broad to protect our technology, and any existing or future patents might be challenged, invalidated or circumvented. Additionally, our rights under our patents may not provide competitive advantages.

Litigation may be necessary to defend us against claims of intellectual property infringement.

We do not believe that any of our products are infringing any patents or proprietary rights of others, although infringements may exist or might occur in the future. Litigation may be necessary to enforce patents issued to us, to protect our trade secrets or know-how, to defend ourselves against claimed infringement of the rights of others or to determine the scope and validity of the proprietary rights of others. Litigation could result in substantial cost and diversion of our efforts. Moreover, an adverse determination in any litigation could cause us to lose proprietary rights, subject us to significant liabilities to third parties, require us to seek licenses or alternative technologies from third parties, or prevent us from manufacturing or selling our products. Any of these events would harm our business, financial condition and results of operations.

Risks related to our international operations.

An increased concentration of wafer manufacturing in Japan could result in lower sales of our wafer management and shipping products.

A large percentage of the world's wafer manufacturing currently takes place in Japan. Although we have manufacturing and distribution facilities in Japan, our market share in Japan is low. Unless we expand our operations in Japan, increased wafer manufacturing in Japan could make it more difficult for us to maintain our global market share and current sales level of our wafer management and shipping products. We believe that we must increase our manufacturing capabilities in Japan in order to improve our market share. We cannot assure you that we will be able to expand our manufacturing capability or market share in Japan.

We are dependent upon sales outside the United States.

International sales accounted for 45.1% of our revenues in fiscal 1998, 47.9% in fiscal 1999 and 55.2% in the six months ended February 28, 2000. We anticipate that sales outside the United States will continue to be a significant percentage of our revenues. A significant portion of our revenues will therefore be subject to risks associated with sales in markets outside the United States, including:

- export controls;
- unexpected changes in legal and regulatory requirements and policy changes affecting the markets for semiconductor technology;
- changes in tariffs, exchange rates and other barriers;
- political and economic instability;
- difficulties in accounts receivable collection;
- difficulties in managing sales representatives or distributors;
- difficulties in staffing and managing foreign operations;
- difficulties in protecting our intellectual property outside the United States;
- seasonality of sales; and
- potentially adverse tax consequences.

We cannot predict whether such factors will harm our future sales outside the United States and, consequently, our business, operating results and financial condition.

Taiwan accounts for a growing portion of the world's semiconductor manufacturing. There are currently strained relations between China and Taiwan. Any adverse development in those relations could significantly impact the worldwide production of semiconductors, which would lead to reduced sales of our products and harm our operating results.

The value of the U.S. dollar in relation to other currencies may also harm our sales to customers outside the United States. For the six months ended February 28, 2000, approximately 22% of our sales revenue was not denominated in U.S. dollars, which exposes us to currency fluctuations. We intend to expand internationally, and to the extent that we do so or change our pricing practices to denominate prices in other currencies, we will be exposed to increased risks of currency fluctuations as well as the increased risks of doing business internationally.

Economic difficulties in countries in which we sell our products can lead to a decrease in demand for our products and harm our financial results.

The volatility of general economic conditions as well as fluctuations in currency exchange and interest rates can lead to decreased demand in countries in which we sell products. For example, in 1997 and 1998, many Asian countries experienced economic and financial difficulties. During this period, our sales to customers in Asia declined, which harmed our results of operations. Moreover, any economic, banking or currency difficulties experienced by countries in which we have sales may lead to economic recession in those countries. This in turn could result in a reduction in sales to customers in these countries, which would harm our results of operations.

Risks related to investing in our initial public offering.

Substantial sales of shares, including shares owned by our employees, may impact the market price of our common shares.

If our shareholders sell substantial amounts of our common shares, including shares issued upon the exercise of outstanding options, the market price of our common shares may fall. These sales also make it more

difficult for us to sell equity or equity-related securities in the future at a time and price that we deem appropriate. After completion of this offering, and after taking into account the redemption of 317,446 common shares in March 2000, we will have 67,003,254 outstanding common shares. All of the shares sold in this offering will be freely tradable. Of the 58,720,700 common shares outstanding prior to this offering, 20,385,514 are held by our Employee Stock Ownership Plan (ESOP). We expect that 57,074,164 shares (including shares held by the ESOP) will be subject to lock-up arrangements between the shareholders and us or the underwriters. These shares will be eligible for sale in the public market 180 days following the date of this prospectus. Of the 57,074,164 shares subject to lock-up arrangements, 6,607,668 will not be subject to volume limitations under federal securities laws, and 50,466,496 will be subject to volume limitations. In addition, approximately 4,723,402 of our common shares are subject to immediately exercisable options, and we expect that none of these shares will be eligible for sale in the public market until 180 days following the date of this prospectus. A total of 1,285,374 of our common shares are available for immediate sale, and an additional 43,716 of our common shares will be available for sale 90 days from the date of this offering. If our shareholders sell substantial amounts of common shares (including shares issued upon the exercise of outstanding options) in the public market, the market price of our common shares could fall.

As of February 28, 2000, our ESOP held 20,385,514 common shares or approximately 34.7% of the shares outstanding before this offering. All shares in the ESOP are fully allocated to individual accounts of ESOP participants. All ESOP participants are fully vested in their accounts. The ESOP was recently amended to provide that, if the offering is successfully completed, each ESOP participant may elect to receive an annual distribution of up to 10% of the shares in such participant's account. The first opportunity to elect this "in-service" distribution will be in May 2001. Participants who are eligible to receive in-service distributions of shares can elect to have the shares transferred directly to their IRAs.

Participants in the ESOP whose employment with us terminates have the right, as of the second August 31 following termination, to request distribution of the shares allocated to their accounts. Currently, participants who are no longer employed by us have the right, subject to lock-up arrangements, to request distribution of an aggregate of 2,065,209 shares as of August 31, 2000. Participants are not required to request distributions. A participant whose account is worth less than $5,000 on the second August 31 after termination of employment, however, will automatically receive distribution of his or her shares even if the participant does not request distribution. Participants who are eligible to receive shares can elect to have the shares transferred directly to their individual retirement accounts, or IRAs. For a fuller description of the ESOP, see "Management--Equity and Profit Sharing Plans--Employee Stock Ownership Plan."

We may need to raise additional capital, and any inability to raise required funds could harm our business.

We expect the net proceeds from this offering, cash from operations, and borrowings under our credit facilities will be sufficient to meet our working capital and capital expenditure needs for at least the next twelve months. However, we may need to raise additional capital to acquire or invest in complementary businesses. Further, if we issue additional equity securities, the ownership stakes of our existing shareholders would be reduced, and the new equity securities may have rights, preferences or privileges senior to those of our existing common shares. If we cannot raise funds, if needed, on acceptable terms, we may not be able to develop our business, take advantage of future opportunities, or respond to competitive pressures or unanticipated requirements, all of which could harm our business and results of operations.

We will have broad discretion as to the use of the offering proceeds.

We have not allocated the majority of the net proceeds of this offering for specific uses, and our shareholders may disagree with the way management uses the proceeds from this offering. We may use a portion of the net proceeds to acquire additional businesses that we believe will complement or enhance our current or future business. We cannot, however, be certain that we will be able to use the proceeds to earn a favorable return.

There is currently no public market for our common shares and, following the offering, our share price may be volatile.

There has not been a public market for our common shares prior to this offering, and a liquid trading market for our shares may not develop following this offering. The initial price of our common shares to be sold in the offering has been determined by negotiations between us and the representatives of the underwriters and may not be indicative of prices that will prevail in the trading market. The trading price of our common shares could be subject to wide fluctuations in response to various factors, some of which are beyond our control, including factors discussed elsewhere in this prospectus and the following:

- failure to meet the published expectations of securities analysts for a given quarterly period;
- changes in financial estimates by securities analysts;
- fluctuations in quarterly results;
- changes in market values of comparable companies;
- stock market price and volume fluctuations;
- additions or departures of key personnel;
- commencement of our involvement in litigation; and
- announcements by us or our competitors of product enhancements, new products, technical innovations, contracts, acquisitions, strategic partnerships, joint ventures or capital commitments.

In the past, securities class action litigation has often been brought against a company following periods of volatility in the market price of its securities. We may in the future be the target of similar litigation. Securities litigation may result in substantial costs and divert management's attention and resources, which may harm our business.

New investors in our common shares will experience immediate and substantial dilution.

The initial public offering price is substantially higher than the book value per share of our common shares. Investors purchasing common shares in this offering, therefore, will incur immediate dilution of $12.11 in net tangible book value per common share at an assumed initial public offering price of $16.00 per share. Investors will incur additional dilution upon the exercise of outstanding share options. See "Dilution."

Antitakeover provisions limit the ability of a person or entity to acquire control of us.

Our articles of incorporation and bylaws include provisions that:

- provide for a classified board of directors, with each class of directors subject to re-election every three years, which limits the shareholders' ability to quickly change a majority of the board of directors;
- impose a 75% shareholder vote requirement to change the maximum number of directors;
- limit the right of our shareholders to call a special meeting of shareholders; and
- impose procedural and other requirements that could make it difficult for shareholders to effect certain corporate actions.

In addition, we are subject to the anti-takeover provisions of the Minnesota Business Corporation Act. Any of these provisions could delay or prevent a person or entity from acquiring control of us. The effect of these provisions may be to limit the price that investors are willing to pay in the future for our securities. These provisions might also discourage potential acquisition proposals or tender offers, even if the acquisition proposal or tender offer is at a price above the then current market price for our common shares. For a fuller description of anti-takeover measures, see "Description of Capital Shares."

We do not intend to pay dividends.

We have never declared or paid any cash dividends on our capital shares. In addition, our loan agreements restrict our ability to pay dividends without the consent of our lenders. We currently intend to retain any future earnings to fund the development and growth of our business and, therefore, do not anticipate paying any cash dividends in the foreseeable future.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements under the captions "Prospectus Summary," "Risk Factors," "Use of Proceeds," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business" and elsewhere in this prospectus are "forward-looking statements." These statements involve known and unknown risks, uncertainties, and other factors that may cause our, or our industry's, actual results, levels of activity, performance or achievements to be significantly different from any future results, levels of activity, performance or achievements expressed or implied by the forward-looking statements. These factors are listed under "Risk Factors" and elsewhere in this prospectus.

In some cases, you can identify forward-looking statements by terminology such as "expect," "anticipate," "intend," "may," "should," "plan," "believe," "seek," "estimate," "could," "would" or the negative of such terms or other comparable terminology.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of these statements. We are under no duty to update any of the forward-looking statements after the date of this prospectus to conform these statements to actual results.

USE OF PROCEEDS

We expect to receive net proceeds of approximately $127,000,000, after deducting underwriting discounts and estimated offering expenses, from the sale of 8,600,000 common shares, and an additional $19,246,800 from the sale of 1,290,000 common shares if the underwriters' over-allotment option is exercised in full, at an assumed initial public offering price of $16.00 per share. We will not receive any proceeds from the sale of common shares by the selling shareholders.

We intend to use the proceeds of the offering for the retirement of debt, working capital and general corporate purposes, including sales, marketing, customer support and other activities related to our business. We will use approximately $38 million of the proceeds to repay indebtedness owed to ten lenders under various loan and note agreements and approximately $1.5 million to pay charges related to such debt reduction. This indebtedness has maturity dates ranging from 2000 to 2011. This indebteness has a weighted average interest rate of 8.0%. The indebtedness that we incurred under the loan and note agreements that we intend to satisfy with offering proceeds was used for capital expenditures, share redemptions and working capital. We may also use a portion of the net proceeds for additional capital expenditures, or to acquire additional businesses that we believe will complement or enhance our current or future business. However, we have no agreements or commitments to acquire any business.

The amounts that we actually expend for working capital and other general corporate purposes will vary significantly depending on a number of factors, including future revenue growth, if any, and the amount of cash we generate from operations. As a result, we will retain broad discretion in the allocation of the net proceeds of this offering. Pending such uses, we intend to invest the net proceeds of the initial public offering in investment grade interest-bearing securities.

DIVIDEND POLICY

We have never declared or paid any cash dividends on our common shares. In addition, our loan agreements restrict our ability to pay dividends without the consent of our lenders. We currently intend to retain any future earnings to fund the development and growth of our business. Therefore, we currently do not anticipate paying any cash dividends in the foreseeable future.

CAPITALIZATION

The following table sets forth our capitalization as of February 28, 2000: (1) on an actual basis; and (2) as adjusted to give effect to the sale of 8,600,000 common shares offered in this offering and to give effect to the receipt of the estimated net proceeds from the sale of such shares at an assumed initial public offering price of $16.00 per share and the application of the net proceeds from such sale.

The capitalization information set forth in the table below is qualified by, and you should read it in conjunction with, our more detailed Consolidated Financial Statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" appearing elsewhere in this prospectus.

	February 28, 2000	
	Actual	As Adjusted
	(unaudited) (in thousands, except share data)	
Short-term debt (including current portion of long-term debt)	$ 16,787	$ 11,787
Long-term debt (excluding current portion)	50,770	17,770
Shareholders' equity:		
Common stock, par value $.01 per share; 200,000,000 shares authorized, 58,720,700 and 67,320,700 issued and outstanding, actual and as adjusted	587	673
Additional paid-in capital	14,853	141,767
Retained earnings	127,759	127,759
Accumulated other comprehensive loss	(230)	(230)
Total shareholders' equity	142,969	269,969
Total capitalization	$210,526	$299,526

This table excludes the following shares as of February 28, 2000:

- 7,267,936 shares subject to stock options currently outstanding at a weighted average exercise price of $3.62 per share;
- 317,446 shares redeemed in March 2000 from former employees, which had been previously distributed by our ESOP and which we were required to redeem pursuant to its terms;
- 24,736 shares issued since February 28, 2000;
- 6,947,006 common shares reserved for future grant of options under our stock option plan and future issuances of stock under our stock purchase plan; and
- 1,290,000 shares that the underwriters may purchase from us to cover over-allotments, if any.

DILUTION

Our tangible book value as of February 28, 2000 was $134,580,000, or approximately $2.29 per share. Net tangible book value per share represents the amount of our total assets less total liabilities, divided by the number of common shares outstanding. Dilution in net tangible book value per share represents the difference between the amount per share paid by purchasers of common shares in this offering and the net tangible book value per common share immediately after the completion of this offering. After giving effect to the sale of the 8,600,000 common shares in this offering at an assumed initial public offering price of $16.00 per share and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, our net tangible book value at February 28, 2000 would have been $261,580,,000, or approximately $3.89 per share. This represents an immediate increase in net tangible book value of $1.60 per share to existing shareholders and an immediate dilution in net tangible book value of $12.11 per share to purchasers of common shares in this offering. The following table illustrates this dilution on a per share basis:

Assumed initial public offering price per share.....		$16.00
Net tangible book value per share as of February 28, 2000..	$2.29	
Increase in net tangible book value per share attributable to new investors.....	1.60	
Net tangible book value per share after offering.....		3.89
Dilution in net tangible book value per share to new investors.....		$12.11

The following table sets forth, as of February 28, 2000, after giving effect to the difference between the number of common shares purchased from us, the total cash consideration paid and the average price per share paid by existing holders of common shares and by the new investors, before deducting underwriting discounts and commissions and estimated offering expenses payable by us, at an assumed initial public offering price of $16.00 per share:

	Shares Purchased		Total Consideration		Average Price
Name	Shares	Percent	Amount	Percent	Per Share
Existing shareholders.....	63,444,102	88.06%	$ 28,618,000	17.22%	$ 0.45
New investors.....	8,600,000	11.94	137,600,000	82.78	$16.00
Total.....	72,044,102	100.00%	$166,218,000	100.00%	

This table includes the following shares as of February 28, 2000:

- 4,723,402 shares subject to exercisable options outstanding at a weighted average exercise price of $2.79 per share.

This table excludes the following shares as of February 28, 2000:

- 2,028,534 shares subject to unexercisable options outstanding at a weighted average exercise price of $3.42 per share; and
- 6,947,006 additional shares that could be issued under our stock plans, and options for the purchase of 516,000 shares granted to employees since February 28, 2000.

The sale of common shares by the selling shareholders in this offering will reduce the number of common shares held by existing shareholders to 59,044,102, or approximately 82.0% of the total number of common shares outstanding upon the closing of this offering, and will increase the number of shares held by new public investors to 13,000,000, or approximately 18.0% of the total number of common shares outstanding after this offering.

SELECTED CONSOLIDATED FINANCIAL DATA

The consolidated statement of operations data for fiscal 1997, 1998, and 1999, and the consolidated balance sheet data as of August 31, 1998 and August 31, 1999, are derived from and are qualified in their entirety by our audited consolidated financial statements. The consolidated statement of operations data for fiscal 1995 and 1996, and the consolidated balance sheet data as of August 31, 1995, 1996 and 1997, are derived from audited consolidated financial statements which do not appear in this prospectus. The selected consolidated statement of operations data for the six month periods ended February 28, 1999 and 2000 and the selected consolidated balance sheet data at February 28, 2000 have been derived from unaudited consolidated financial statements included in this prospectus. The unaudited consolidated financial statements include, in the opinion of management, all adjustments, consisting only of normal recurring adjustments, that management considers necessary for a fair statement of the results for those periods. The historical results presented below are not necessarily indicative of the results to be expected for any future periods. Within the consolidated statement of operations data, net income and per share figures exclude loss from discontinued operations of $1,503,000, or $0.02 per share diluted, in fiscal 1995 and income from discontinued operations of $455,000, or $0.01 per share diluted, in fiscal 1996.

	Fiscal Year Ended August 31,					Six Months Ended February 28,	
	1995	1996	1997	1998	1999	1999	2000
	(in thousands, except per share data)						
Consolidated Statement of Operations Data:							
Net sales	$193,284	$271,037	$277,290	$266,591	$241,952	$111,590	$156,662
Cost of sales	104,513	149,042	161,732	156,508	148,106	72,026	85,260
Gross profit	88,771	121,995	115,558	110,083	93,846	39,564	71,402
Selling, general and administrative expenses	43,284	62,390	62,384	65,536	64,336	28,896	34,962
Engineering, research and development expenses	9,776	12,446	17,986	19,912	14,565	7,571	6,234
Operating profit	35,711	47,158	35,188	24,635	14,945	3,097	30,206
Interest expense, net	2,782	4,582	6,652	6,995	5,498	3,040	2,020
Other (income) expense, net	(1,010)	(1,396)	2,201	(273)	(1,850)	(1,312)	(6,282)
Income before income taxes and other items below	33,939	43,972	26,335	17,913	11,297	1,369	34,468
Income tax expense	12,596	16.109	10,578	4,536	4,380	89	11,589
Equity in net (income) loss of affiliates	(3,347)	(3,252)	(1,750)	119	1,587	1,196	(582)
Minority interest in subsidiaries' net income (loss)	1,601	2,898	572	176	(399)	(15)	348
Net income	$ 23,089	$ 28,217	$ 16,934	$ 13,083	$ 5,729	$ 100	$ 23,113
Earnings per common share:							
Basic	$ 0.36	$ 0.46	$ 0.28	$ 0.22	$ 0.10	$ 0.00	$ 0.39
Diluted	$ 0.35	$ 0.44	$ 0.27	$ 0.21	$ 0.09	$ 0.00	$ 0.36
Weighted average common shares:							
Basic	64,034	61,676	60,419	60,714	60,171	60,343	59,501
Diluted	65,396	63,504	62,238	61,458	62,121	61,413	64,376

	August 31,					February 28,
	1995	1996	1997	1998	1999	2000
	(in thousands)					
Consolidated Balance Sheet Data:						
Cash and cash equivalents	$ 11,084	$ 11,251	$ 11,354	$ 8,235	$ 16,411	$ 25,029
Working capital	25,450	44,437	50,991	41,777	48,860	69,504
Total assets	160,010	212,865	260,885	252,941	242,064	266,540

Long-term debt and capital lease obligations, excluding current maturities....	32,735	61,916	75,971	73,242	53,830	50,770
Total liabilities and minority interest.....	93,791	130,162	151,503	134,542	117,381	123,571
Shareholders' equity...	66,619	82,703	109,382	118,399	124,683	142,969

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The information in this Management's Discussion and Analysis of Financial Condition and Results of Operations, except for the historical information, contains forward-looking statements. These statements are subject to risks and uncertainties. You should not place undo reliance on these forward-looking statements, as actual results could differ materially. We do not assume any obligation to publicly release the results of any revision or updates to these forward-looking statements to reflect future events or unanticipated occurrences. This discussion and analysis should be read in conjunction with our consolidated financial statements and the related notes, which are included elsewhere in this prospectus.

Our fiscal year is a 52 or 53 week period ending on the last Saturday of each August. Our last five fiscal years ended on the following dates: August 26, 1995; August 31, 1996; August 30, 1997; August 29, 1998; and August 28, 1999. Fiscal years are identified in this prospectus according to the calendar year in which they end. For example, the fiscal year ended August 28, 1999 is referred to as "fiscal 1999." For convenience, the financial information included in this prospectus has been presented as ending on the last day of the month.

Overview

We are a leading provider of critical materials management solutions for the handling, storage, processing and transportation of material used in the manufacture of semiconductors. Entegris is the result of the 1999 combination of Fluoroware and Empak. Building on 34 years of expertise, we provide a comprehensive portfolio of materials management products that enable our customers to protect the critical materials used in the semiconductor manufacturing process.

In 1966, we began to produce wafer-carrying baskets for the emerging semiconductor industry. As the semiconductor industry grew, we expanded our product lines. During the 1970s, we added wafer shipping containers, die trays and other items to our product portfolio. In the early 1980s, we added disk shippers and introduced a series of valve, fitting, pipe and tubing products to manage chemical delivery for our customers. In the mid 1980s, we also introduced our chemical transport and storage containers that help ensure the safe delivery of sophisticated chemicals from chemical manufacturers to the semiconductor manufacturers' point- of-use. In the early 1990s, we developed and acquired the technology to manufacture JEDEC/Matrix trays used for testing and packaging finished integrated circuits. In recent years, we have continued to broaden our product offerings in response to the trend toward increased size and complexity of wafers. In October 1999, we acquired a computerized polymer machining business that we utilize to produce machined products for chemical delivery applications.

A significant portion of our net sales are to customers outside the United States. International sales have always been important for us, and have been increasingly so, as the semiconductor industry has grown over the past three decades. We began to manufacture our products in overseas facilities starting with Japan in 1985. Today, we operate manufacturing facilities in Germany, Japan, Korea and Malaysia, while continuing to export from the United States. We also maintain a network of over 117 sales and support offices to service customers on a worldwide basis. International sales accounted for 43.6% of sales in fiscal 1997, 45.1% of sales in fiscal 1998, 47.9% of sales in fiscal 1999 and 55.2% for the six month period ended February 28, 2000.

We derive our revenue from the sale of products to the microelectronics industry and recognize revenue upon the shipment of such goods to customers. Our costs of goods sold include polymers, manufacturing personnel, supplies and fixed costs related to depreciation and operation of facilities and equipment. Our customers consist primarily of semiconductor manufacturers and semiconductor equipment and materials suppliers. We serve our customers through various subsidiaries and sales and distribution relationships in the United States, Asia and Europe.

Our results in fiscal 1998 and 1999 were affected by downturns in the semiconductor industry. During this time, we made significant investments in capacity expansion. In 1998, in response to the downturn in the semiconductor industry, we reduced personnel and variable expenses, and consolidated manufacturing

operations. In the second half of calendar 1999, the semiconductor industry began to recover from the downturn. This recovery has led to improved net sales and profitability.

Entegris was incorporated in June 1999 to effect the business combination of Fluoroware and Empak. We issued common stock in exchange for 100% of the outstanding shares of both Fluoroware, which began operating in 1966, and Empak, which began business in 1980. Accordingly, the historical financial statements of Entegris are shown to include the historical accounts and results of operations of Fluoroware and Empak and their respective subsidiaries, as if the business combination had existed for all periods presented.

Results of Operations

The following table sets forth the relationship between various components of operations, stated as a percentage of net sales, for each of the periods indicated. Our historical financial data for fiscal 1997, 1998 and 1999 were derived from, and should be read in conjunction with, our audited consolidated financial statements and the related notes included elsewhere in this prospectus. The historical financial data for the six month periods ended February 28, 1999 and February 28, 2000 were derived from our unaudited consolidated financial statements which, in the opinion of management, reflect all adjustments necessary for the fair presentation of the financial condition and results of operations for such periods.

	Fiscal Year Ended August 31,			Six Months Ended February 28,	
	1997	1998	1999	1999	2000
	(percentage of net sales)				
Net sales	100.0%	100.0%	100.0%	100.0%	100.0%
Cost of sales	58.3	58.7	61.2	64.5	54.4
Gross profit	41.7	41.3	38.8	35.5	45.6
Selling, general and administrative expenses	22.5	24.6	26.6	25.9	22.3
Engineering, research and development expenses	6.5	7.5	6.0	6.8	4.0
Operating profit	12.7	9.2	6.2	2.8	19.3
Interest expense, net	2.4	2.6	2.3	2.7	1.3
Other (income) expense, net	0.8	(0.1)	(0.8)	(1.2)	(4.0)
Income before income taxes and other items	9.5	6.7	4.7	1.2	22.0
Income tax expense	3.8	1.7	1.8	0.1	7.4
Equity in net (income) loss of affiliates	(0.6)	--	.7	1.1	(0.4)
Minority interest	0.2	0.1	(0.2)	--	0.2
Net income	6.1%	4.9%	2.4%	0.1%	14.8%

Six Months Ended February 28, 2000 Compared to Six Months Ended February 28, 1999

Net sales. Net sales increased $45.1 million, or 40.4%, to $156.7 million in the six months ended February 28, 2000, compared to $111.6 million in the comparable period in fiscal 1999. The improvement reflected the increase in product sales associated with the recovery in the semiconductor industry that began in the second half of fiscal 1999. Revenue gains were recorded in all geographic regions and across all product lines.

Gross profit. Gross profit in the six months ended February 28, 2000 increased by $31.8 million to $71.4 million, an increase of 80.5% over the $39.6 million reported in the comparable period in fiscal 1999. Gross margin for the first two quarters of fiscal 2000 improved to 45.6% compared to 35.5% for the fiscal 1999 period. The improvements in the fiscal 2000 period reflected the improved utilization of our production capacity associated with the higher sales levels noted above, a more favorable product mix and the benefits of integrating various elements of our manufacturing operations. Gross margin and gross profit improvements were reported by both domestic and international operations.

Selling, general and administrative expenses. Selling, general and administrative expenses increased $6.0 million, or 20.8%, to $34.9 million in the first six months of fiscal 2000 from $28.9 million in fiscal 1999. The increase was due to higher commissions and incentive compensation as well as increased expenditures for personnel and information systems. Selling, general and administrative costs, as a percentage of net sales, decreased to 22.3% from 25.9% primarily due to increased net sales.

Engineering, research and development expenses. Engineering, research and development expenses decreased $1.3 million, or 17.0%, to $6.3 million in the six months ended February 28, 2000 from $7.6 million in the comparable period in fiscal 1999. The decrease was due to lower personnel costs reflecting headcount reductions in the six month period ended February 28, 1999, as well as reduced product sampling and development expenditures. Engineering, research and development costs, as a percentage of net sales, decreased to 4.0% from 6.8% due to both increased net sales and reduced costs.

Interest expense, net. Net interest expense decreased 33.6% to $2.0 million in the first half of fiscal 2000 compared to $3.0 million in the comparable period a year ago. The decrease reflected the elimination of domestic credit line borrowings and the short-term investment of available cash balances.

Other (income) expense, net. Other income was $6.3 million in the first six months of fiscal 2000 compared to other income of $1.3 million in the comparable fiscal 1999 period. The change was primarily due to the $5.5 million gain recognized on the sale of approximately 612,000 shares of stock of Metron in its initial public offering in November 1999. Other income in the first half of fiscal 2000 also included gains from foreign exchange translation and the sale of property and equipment.

Income tax expense. Income tax expense of $11.6 million was significantly higher in the first half of fiscal 2000 compared to $89,000 in income tax expense reported for the first six months of fiscal 1999, primarily reflecting significantly higher income. Our effective tax rate of 33.6% in the fiscal 2000 period compared to 6.5% for the same period in fiscal 1999.

Equity in net (income) loss of affiliates. Our equity in the net income of affiliates was $0.6 million in the six months ended February 28, 2000. Our equity in the net loss of affiliates was $1.2 million in the comparable period a year earlier. This improvement primarily reflects the operating results of Metron, which reflected many of the same improved industry conditions affecting our results.

Net income. Net income increased to $23.1 million in the six months ended February 28, 2000, compared to net income of $0.1 million in the first half of fiscal 1999.

Fiscal Year Ended August 31, 1999 Compared to Fiscal Year Ended August 31, 1998

Net sales. Net sales decreased $24.6 million, or 9.2%, to $242.0 million in fiscal 1999 from $266.6 million in fiscal 1998. The revenue decline was primarily associated with the slowdown experienced in the semiconductor industry and reflected lower sales in all major product lines and geographic areas, primarily in the United States.

Gross profit. Gross profit in fiscal 1999 declined by $16.2 million to $93.8 million, a decrease of 14.7% from $110.1 million in fiscal 1998. Gross margin for fiscal 1999 decreased to 38.8% compared to 41.3% in fiscal 1998. The primary factor underlying the gross margin decline was the reduced utilization of our production capacity resulting from lower sales levels in fiscal 1999, as well as a less favorable product mix. A moderate expansion in production capacity also contributed to the drop in gross margin.

Selling, general and administrative expenses. Selling, general and administrative expenses decreased $1.2 million, or 1.8%, to $64.3 million in fiscal 1999 from $65.5 million in fiscal 1998. Fiscal 1999 costs included expenses of $5.4 million associated with the business combination of Fluoroware and Empak and higher information systems costs. These increases were offset by improvements related to headcount reductions

and lower incentive compensation. Selling, general and administrative costs, as a percentage of net sales, increased to 26.6% from 24.6% primarily due to the decline in net sales and one-time business combination expenses.

Engineering, research and development expenses. Engineering, research and development expenses decreased $5.3 million, or 26.9%, to $14.6 million in fiscal 1999 from $19.9 million in fiscal 1998. The decrease was due to lower personnel costs associated with personnel reductions related to the semiconductor downturn, as well as reduced product sampling and development expenditures. Engineering, research and development costs, as a percentage of net sales, decreased to 6.0% from 7.5% due to both increased net sales and reduced costs.

Interest expense, net. Net interest expense decreased 21.4% to $5.5 million in fiscal 1999 compared to $7.0 million in fiscal 1998. The decrease reflected reduced borrowings.

Other (income) expense, net. Other income was $1.9 million in fiscal 1999 compared to $0.3 million in fiscal 1998. The increase primarily reflected a $2.0 million difference in foreign currency translation gains.

Income tax expense. Income tax expense decreased slightly in fiscal 1999 compared to fiscal 1998. Our effective tax rate was 38.8% in fiscal 1999 compared to 25.3% in fiscal 1998, which reflected the benefit of tax deductions related to international operations not recognized in prior years.

Equity in net (income) loss of affiliates. Our equity in the net loss of affiliates was $1.6 million in fiscal 1999 compared to $0.1 million in fiscal 1998. This decline reflects the operating results of Metron, which reflected many of the same declining industry conditions affecting our results.

Net income. Net income decreased $7.4 million, or 56.2%, to $5.7 million in fiscal 1999 from $13.1 million in fiscal 1998.

Fiscal Year Ended August 31, 1998 Compared to Fiscal Year Ended August 31, 1997

Net sales. Net sales decreased $10.7 million, or 3.9%, to $266.6 million in fiscal 1998 from $277.3 million in fiscal 1997. The revenue decline reflected the slowdown experienced in the semiconductor industry in 1998, particularly affecting product sales in the second half of the year. We experienced lower sales in the United States and Asia, which was partly offset by increased sales in Europe. All major product lines were affected.

Gross profit. Gross profit in fiscal 1998 decreased by $5.5 million to $110.1 million, a decrease of 4.7% from $115.6 million in fiscal 1997. Gross margin for fiscal 1998 was 41.3% of net sales compared to 41.7% in fiscal 1997. The primary factor underlying the slight gross margin decline was the reduced utilization of our production capacity occurring in the second half of fiscal 1998 due to the reduced level of sales and severance costs associated with the reduction in manufacturing personnel which took place in fiscal 1998. An expansion in production capacity in Asia and Europe also contributed to the decrease in gross margin.

Selling, general and administrative expenses. Selling, general and administrative expenses increased $3.2 million, or 5.1%, to $65.5 million in fiscal 1998 from $62.4 million in fiscal 1997. Higher information systems expenses and severance costs accounted for the increase. Selling, general and administrative costs, as a percentage of net sales, increased to 24.6% from 22.5%, reflecting both the increased costs and lower net sales.

Engineering, research and development expenses. Engineering, research and development expenses increased $1.9 million, or 10.7%, to $19.9 million in fiscal 1998 from $18.0 million in fiscal 1997. The increase reflected higher personnel, product sampling and development costs. Engineering, research and development costs, as a percentage of net sales, increased to 7.5% from 6.5%, reflecting both the increased costs and lower net sales.

Interest expense, net. Our net interest expense rose slightly to $7.0 million in fiscal 1998 compared to $6.7 million in fiscal 1997. The increase reflected an increased level of average outstanding borrowings.

Other (income) expense, net. Other income was $0.3 million in fiscal 1998 compared to other expense of $2.2 million in fiscal 1997. The increase reflected lower foreign currency translation losses in fiscal 1998 and $1.2 million in gains on property and equipment sales in fiscal 1998.

Income tax expense. Our effective income tax rate was 25.3% in fiscal 1998 compared to 40.2% in fiscal 1997. The lower rate in fiscal 1998 primarily reflected the benefit of tax deductions related to international operations not recognized in prior years.

Equity in net (income) loss of affiliates. Our equity in the net loss of affiliates was $0.1 million in fiscal 1998, compared to equity in net income of affiliates of $1.8 million in fiscal 1997. This decrease reflected the operating results of Metron, which reflected many of the same declining industry conditions affecting our operating results.

Net income. Net income decreased $3.9 million, or 22.8%, to $13.1 million in fiscal 1998 from $16.9 million in fiscal 1997.

Quarterly Results of Operations

The following tables present consolidated statements of operations data in dollars and as a percentage of net sales for the six quarters ended February 28, 2000. In management's opinion, this unaudited information has been prepared on the same basis as our audited consolidated financial statements appearing elsewhere in this prospectus. All adjustments which management considers necessary for the fair presentation of the unaudited information have been included in the quarters presented. The results for any quarter are not necessarily indicative of the results to be expected for the entire year or any future period. For example, our results were positively affected in the first quarter of fiscal 2000 by the $5.4 million gain recognized on the sale of approximately 612,000 of Metron stock in its initial public offering in November 1999.

	Fiscal Year 1999				Fiscal Year 2000	
Statement of Operations Data:	Q1	Q2	Q3	Q4	Q1	Q2
Net sales	$51,467	$60,124	$60,585	$69,777	$71,816	$ 84,846
Gross profit	17,091	22,473	24,737	29,545	31,784	39,618
Selling, general and administrative expenses	14,110	14,786	13,897	21,543	15,366	19,596
Engineering, research and development expenses	4,379	3,192	3,345	3,649	3,288	2,946
Operating profit (loss)	(1,389)	4,495	7,496	4,353	13,130	17,076
Net income (loss)	$(1,650)	$ 1,750	$ 2,433	$ 3,197	$12,045	$ 11,068
Percentage of Net Sales Data:	Q1	Q2	Q3	Q4	Q1	Q2
Net sales	100.0 %	100.0%	100.0%	100.0%	100.0%	100.0%
Gross profit	33.2	37.4	40.8	42.3	44.3	46.7
Selling, general and administrative expenses	27.4	24.6	22.9	30.9	21.4	23.1
Engineering, research and development expenses	8.5	5.3	5.5	5.2	4.6	3.5
Operating profit (loss)	(2.7)%	7.5%	12.4%	6.2%	18.3%	20.1%
Net income (loss)	(3.2)%	2.9%	4.0%	4.6%	16.8%	13.0%

Over the past six quarters, we have generally reported improved net sales and net income. These results reflect improved conditions in the semiconductor industry and increased sales of all product lines. Gross profits have increased throughout fiscal 1999 and into fiscal 2000 due to higher sales, improved utilization of our product capacity and a more favorable product sales mix.

Selling, general and administrative expenses were impacted in the quarter ended August 1999 by $5.4 million associated with the business combination. Many of our customers have upgraded their facilities in the second quarter of fiscal 2000, which resulted in a significant increase in the sale of wafer management products. We expect a charge of approximately $1.5 million in the fourth

quarter of fiscal 2000 due to the early extinguishments of a portion of our long-term debt, which will be possible due to the proceeds of our initial public offering.

Our quarterly results of operations have been, and will likely continue to be, subject to significant fluctuations due to a variety of factors, including, among others:

- economic conditions in the semiconductor industry;
- size, timing and shipment of customer orders;
- timing of announcements or introductions by us or our competitors of product upgrades or enhancements;
- exchange rate fluctuations;
- price competition;
- our ability to design, introduce and manufacture new products on a cost effective and timely basis; and
- other factors, a number of which are beyond our control.

Liquidity and Capital Resources

We have historically financed our operations and capital requirements through cash flow from operating activities, long-term loans, and lease financing (some of which are secured by property and equipment) and borrowings under domestic and international short-term lines of credit.

Operating activities. Cash flow provided by operations for the six month period ended February 28, 1999 was $13.3 million and for the six-month period ended February 28, 2000 was $24.2 million. The increase was primarily due to increased net income partly offset by higher working capital required to fund increased accounts receivable levels.

Cash flow provided by operating activities totaled $43.4 million in fiscal 1999, $45.9 million in fiscal 1998 and $28.5 million in fiscal 1997. Net income and noncash charges primarily accounted for the cash flow generated by operations. Fiscal 1998 and 1999 operating cash flows also benefited from reductions in working capital, while increases in working capital reduced the cash flow from operations in fiscal 1997.

Investing activities. Cash flow used in investing activities was $4.7 million for the six-month period ended February 28, 1999 and $3.5 million for the six-month period ended February 28, 2000. Acquisitions of property and equipment totalled $5.2 million for the six-month period ended February 28, 1999 and $7.3 million for the six-month period ended February 28, 2000. Significant capital expenditures in fiscal 2000 include additions of manufacturing equipment and the upgrading of information systems throughout the organization.

Cash flow used in investing activities totaled $46.3 million in fiscal 1997, $34.0 million in fiscal 1998 and $9.3 million in fiscal 1999. Acquisitions of property and equipment totaled $44.9 million in fiscal 1997, $33.5 million in fiscal 1998 and $10.1 million in fiscal 1999. Most of our capital expenditures are for new facilities, manufacturing equipment and computer and communications equipment. We continue to upgrade and integrate our management information and financial reporting systems. We plan capital expenditures of approximately $20 million during 2000.

Financing activities. Financing activities in the six months ended February 28, 1999 used cash of $12.9 million and in the six months ended February 28, 2000 used $12.0 million, as we eliminated our use of domestic short-term borrowings and made scheduled payments on our long-term borrowing and capital lease obligations. In the six months ended February 28, 2000 we also used $8.3 million to redeem shares of common stock.

Cash provided by financing activities totaled $17.9 million in fiscal 1997, while cash used by financing activities was $14.9 million in fiscal 1998 and $27.1 million in fiscal 1999. In fiscal 1997, new borrowings exceeded payments on existing debt by $19.7 million. This increase in debt was required because cash flow from operating activities was not adequate to cover the high level of investing activities taking place that year. In fiscal 1998 and fiscal 1999, we were able to pay down outstanding debt with cash flow from operations not used for investing purposes. We also repurchased common shares for $2.2 million in fiscal 1997, $2.6 million in fiscal 1998, $1.1 million in fiscal 1999 and $8.3 million in the six months ended February 2000, primarily in connection with the redemption of common stock from our Employee Stock Ownership Plan.

Our sources of available funds as of February 28, 2000 were comprised of $25.0 million in cash and cash equivalents and credit facilities. We have unsecured revolving commitments with two commercial banks with aggregate borrowing capacity of $30.0 million, with no borrowings outstanding at February 28, 2000. We also have lines of credit, equivalent to an aggregate $12.0 million with six international banks, which provide for borrowings of Deutsche marks, Malaysia ringgits and Japanese yen for our overseas subsidiaries. Borrowings outstanding on these lines of credit were $8.0 million at February 28, 2000.

We believe that our cash and cash equivalents, cash flow from operations and available credit facilities, together with the proceeds of the public offering, will be sufficient to meet our working capital and investing requirements for the next twelve months. However, our future growth, including potential acquisitions, may require additional funding, and from time to time we may need to raise capital through additional equity or debt financing. If we were unable to obtain this additional funding, we might have to curtail our expansion or acquisition plans. There can be no assurance that any such financing would be available to us on commercially acceptable terms.

Recently Issued Accounting Pronouncements

In June 1998, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards (SFAS) No. 133, "Accounting for Derivative Instruments and Hedging Activities." This statement, as amended, requires companies to record derivatives on the balance sheet as assets or liabilities, measured at fair value. Gains or losses resulting from changes in the values of those derivatives would be accounted for depending on the use of the derivative and whether it qualifies for hedge accounting. SFAS No. 133 will be effective for us beginning in the first quarter of fiscal 2001. We are currently assessing the impact of SFAS No. 133 on our consolidated financial position, results of operations and cash flows.

In December 1999, the Securities and Exchange Commission, or SEC, released Staff Accounting Bulletin (SAB) No. 101, "Revenue Recognition in Financial Statements." This bulletin summarizes certain interpretations and practices followed by the SEC in administering the disclosure requirements of the federal securities laws in applying generally accepted accounting principles to revenue recognition in financial statements. We believe this bulletin will not have an impact on our consolidated financial position, results of operations or cash flows.

Quantitative and Qualitative Disclosure About Market Risks

Our principal market risks are sensitivities to interest rates and foreign currency exchange rates. Our exposure to interest rate fluctuations is not significant. Most of our outstanding debt at February 28, 2000 carried fixed rates of interest. All of our short-term investments are debt instruments that mature in three months or less.

We use derivative financial instruments to manage foreign currency exchange rate risk associated with the sale of products from the United States when such sales are denominated in currencies other than the U.S. dollar. The cash flows and earnings of our foreign-based operations are subject to fluctuations in foreign exchange rates. A hypothetical 10% change in the foreign currency exchange rates would increase or decrease our net income by approximately $2 million.

Our cash flows and earnings are also subject to fluctuations in foreign exchange rates due to investments in foreign-based affiliates. Investments in affiliates include our 20.8% interest in Metron and our 30.0% interest in FJV (Korea) Ltd. Metron attempts to limit its exposure to changing foreign currency exchange rates through operational and financial market actions. Products are sold in a number of countries throughout the world resulting in a diverse portfolio of transactions denominated in foreign currencies. Metron manages certain short-term foreign currency exposures by the purchase of forward contracts to offset the earnings and cash flow impact of foreign currency denominated receivables and payables.

Our investment in Metron is accounted for by the equity method of accounting and has a carrying value on the balance sheet of approximately $13.3 million. The fair value of Metron is subject to stock market fluctuations. Based on the closing stock price of Metron on February 28, 2000, the fair value of our investment in Metron was approximately $65.2 million.

Impact of Inflation

Our financial statements are prepared on a historical cost basis, which does not completely account for the effects of inflation. However, since the cost of about three-quarters of our inventories is determined using the last-in, first-out (LIFO) method of accounting, cost of sales, except for depreciation expense included therein, generally reflects current costs. The cost of polymers, our primary raw material, was essentially unchanged from a year ago. We expect the cost of resins to remain stable in the foreseeable future. Labor costs, including taxes and fringe benefits, rose modestly in fiscal 1999, and a moderate increase also can be reasonably anticipated for fiscal 2000.

Overview

We are a leading provider of materials management solutions to the microelectronics industry including, in particular, the semiconductor manufacturing and disk manufacturing markets. Our materials management solutions for the semiconductor industry assure the integrity of materials as they are handled, stored, processed and transported throughout the semiconductor manufacturing process, from raw silicon wafer manufacturing to packaging of completed integrated circuits. These solutions enable our customers to protect their investment in work-in-process and finished devices by facilitating the safe handling, purity and precision processing of the critical materials used in their manufacturing process.

With over 10,000 standard and customized products, we believe we provide the most comprehensive portfolio of materials management products to the microelectronics industry. Our materials management products, such as wafer shippers, wafer transport and process carriers, pods and work-in-process boxes, preserve the integrity of wafers as they are transported from wafer manufacturers to semiconductor manufacturers, processed into finished wafers and integrated circuits and subsequently tested, assembled and packaged. We also provide chemical delivery products, such as valves, fittings, tubing, pipe and containers, that assure the consistent and safe delivery and storage of sophisticated chemicals between chemical manufacturers and semiconductor manufacturers' point-of-use.

We sell our products worldwide to over 1,000 customers, who represent a broad base of leading suppliers to the microelectronics industry. Our customers in the semiconductor industry include wafer manufacturers, chemical suppliers, equipment manufacturers, device manufacturers and assemblers. Our semiconductor customers include Amkor/Anam, Applied Materials, Arch Chemicals, IBM, Infineon, Intel, Texas Instruments and TSMC. Our customers in data storage manufacturing include HMT, IBM, Komag and Seagate Technology. International sales represented approximately 45.1% of our sales in fiscal 1998, 47.9% of our sales in fiscal 1999 and 55.2% of our sales in the six months ended February 28, 2000. We provide our customers with a worldwide network of sales and support personnel, which enable us to offer local service to our global customer base and assure the timely and cost-effective delivery of our products.

Industry Background

Semiconductors, or integrated circuits, are the building blocks of today's electronics and the backbone of the information age. The market for semiconductors has grown significantly over the past several years. This trend is expected to continue due to rapid growth in Internet usage and the continuing demand for applications in data processing, wireless communications, broadband infrastructure, personal computers, handheld electronic devices and other consumer electronics. As integrated circuit performance has increased and the size and cost have decreased, the use of semiconductors in these applications has grown significantly. According to the Semiconductor Industry Association, or SIA, worldwide semiconductor revenues grew by 14.7% in 1999 to $144.1 billion, and is expected to grow at a compound annual growth rate of 17.5% over the next three years to $233.6 billion in 2002.

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

Semiconductor Manufacturing Process

Semiconductor manufacturing is highly complex and consists of two principal segments: front-end and back-end processes. The front-end process begins with the delivery of raw wafers from wafer manufacturers to semiconductor manufacturers. After the wafers are shipped to semiconductor manufacturers, they are processed into finished wafers. During the front-end process, raw wafers undergo a series of highly complex and sensitive manufacturing steps, during which a variety of materials, including chemicals and gases, are introduced. Once the front-end manufacturing process is completed, finished wafers are transferred to back-end manufacturers or assemblers. The back-end semiconductor manufacturing process consists of test, assembly and packaging of finished wafers into integrated circuits. Materials management products, such as wafer shippers, wafer transport and process carriers, fluid and gas handling components and integrated circuit trays, facilitate the storage, transport, processing and protection of wafers through these front-end and back-end manufacturing steps. Semiconductor manufacturing has become more complex in recent years as new technologies have been introduced to enhance device performance and as larger wafer sizes have been introduced to increase production efficiencies. Increased processing complexity adds significantly to the cost of constructing and equipping a wafer manufacturing facility, or fab, which can now exceed $2 billion.

As a result of the growing cost and complexity of manufacturing integrated circuits, semiconductor manufacturers have increasingly focused on improving productivity in their manufacturing facilities. In the 1970s, yield management techniques such as process monitoring and in-line testing were introduced to the semiconductor manufacturing process. These techniques were widely adopted in the 1980s and 1990s. Automation was introduced to semiconductor manufacturing facilities in the 1980s in an effort to improve efficiency. Because of the widespread use of these technologies, significant productivity gains have already been realized.

Materials Management Focus

In an effort to realize continued productivity gains, semiconductor manufacturers have become increasingly focused on materials management solutions that enable them to safely store, handle, process and transport materials throughout the manufacturing process to minimize the potential for damage or degradation to their materials and to protect their investment in processed wafers. Wafer processing can involve as many as 500 steps and take up to six weeks. As a result, a batch of 25 fully processed wafers can cost more than $1 million. Since significant value is added to the wafer during each successive manufacturing step, it is essential that the wafer be handled carefully and precisely to minimize damage. In addition, materials handling products must meet exact specifications each and every time or valuable wafers can be damaged. For example, in the case of wafer carriers, precise wafer positioning, highly reliable and predictable cassette interface dimensions and advanced materials are crucial. The failure to prevent damage to wafers can severely impact integrated circuit performance, render an integrated circuit inoperable or disrupt manufacturing operations. Thus, semiconductor manufacturers are seeking to:

- minimize contamination--semiconductor processing is now so sensitive that ionic contamination in certain processing chemicals is measured in parts per trillion;
- protect semiconductor devices from electrostatic discharge and shock;
- avoid process interruptions;
- prevent damage or abrasion to wafers and materials during automated processing caused by contact with other materials or equipment;
- prevent damage due to abrasion or vibration of work-in-process and finished goods during transportation to and from customer and supplier facilities; and
- eliminate the dangers associated with handling toxic chemicals--according to Rose Associates, the semiconductor industry will use over 100 million gallons of extremely corrosive chemicals in 2000 alone.

The importance of efficiently managing materials throughout the manufacturing process and the need to protect wafers have been officially recognized by the Semiconductor Equipment and Materials International (SEMI) organization, a leading industry trade organization. SEMI has included the need to eliminate these risks in SEMI's official standards publication.

The need for efficient and reliable materials management is particularly important as new materials are introduced and as 300mm semiconductor wafer manufacturing becomes a more prevalent manufacturing technology. These trends will present new and increasingly difficult shipping, transport, process and storage challenges.

The semiconductor materials industry and the materials management industry are highly fragmented and are served by a variety of providers, consisting of divisions within large corporations and smaller companies that target niche markets or specific geographic regions. Semiconductor manufacturers require materials management providers that demonstrate a deep knowledge of materials management and semiconductor manufacturing, have a track record of reliability, offer a broad product line and have the ability to support and service customer needs worldwide.

The Entegris Solution

We are a leading provider of materials management solutions that assure the integrity of materials as they are handled, stored, processed and transported throughout the semiconductor manufacturing process, from raw silicon wafers to completed integrated circuits. Among other things, our comprehensive portfolio of products enable:

- secure transport of materials, including chemicals and raw silicon wafers, from suppliers to the fab;
- storage, handling and transport of wafers throughout fab processing;
- storage, mixing and distribution of chemicals throughout fab processing;
- delivery of finished wafers to test, assembly and packaging facilities; and
- safe handling of integrated circuit packages and bare die at the test, assembly and packaging facilities.

We also apply our materials integrity expertise within other markets in the microelectronics industry, such as the data storage market.

Our customers benefit from our comprehensive product line, advanced manufacturing capabilities, extensive polymer expertise, industry and applications knowledge and worldwide infrastructure.

Comprehensive Product Line

With over 10,000 products, we believe that we offer the broadest product offering of materials management solutions for the microelectronics manufacturing industry. In the last eighteen months, we have released more than 100 new products, including front opening unified pods, or FOUPs, and 500 derivative products. In the semiconductor industry, we offer products to ship, process, test and store wafers before, during and after the integrated circuit manufacturing process. We also offer a complete product line to transport, process, store and ship chemicals used in the semiconductor manufacturing process. In the data storage market, we offer a broad range of products to transport and handle magnetic hard disk drives, read/write heads and optical and compact disks.

Advanced Manufacturing Capabilities

We have a wide range of advanced polymer manufacturing capabilities that use a variety of mold designs to produce high precision products, often in cleanroom facilities. Our polymer capabilities include injection molding, rotational molding, blow molding, extrusion, machining, welding and flaring, sheet lining, over-molding, insert molding and prototyping. These capabilities, coupled with our strengths in advanced tool design and mold-making, high volume manufacturing, quality assurance and polymer reclaiming, enable us to be a leader in our markets.

Extensive Polymer Expertise

We have extensive research experience with the advanced polymer materials used in our products, including material evaluation, analytical chemistry, polymer blending and quality assurance techniques. We understand the properties of these advanced polymers, how they interact with other materials used in the semiconductor manufacturing process and how they address the varying conditions of the manufacturing process.

Industry and Applications Knowledge

Throughout our 34-year history, we have worked closely with semiconductor and hard disk drive manufacturers and materials suppliers to accumulate considerable insight into the increasingly complex manufacturing requirements of the semiconductor and data storage markets. This insight allows us to more effectively target our research and development toward products that satisfy our customers' manufacturing requirements. Our industry knowledge encompasses expertise in contamination control, electrostatic discharge protection and cleanroom manufacturing, which has enabled us to serve as a leader in developing industry standards. Our ability to characterize and test products allows us to understand the interaction of our products with wafers in our customers' manufacturing process in order to ensure superior performance while reducing the risk of damage.

Worldwide Infrastructure

Our worldwide infrastructure positions us in every major region of the world where semiconductor manufacturing takes place. Our manufacturing operations and support offices in the United States, Europe and Asia enable us to offer local service, the timely and cost-effective delivery of our products and the capacity to meet customer requirements. We offer customer service 24 hours a day, 7 days a week.

Entegris' Strategy

Our objective is to build upon our leadership in materials management solutions for semiconductor device, equipment and materials suppliers, as well as apply our expertise to the growing materials management needs of other markets. The key elements of our strategy to achieve this objective are:

Expand Technological Leadership

Since our inception, we have been an innovator in materials management solutions for the semiconductor industry. For example, our chemical delivery product line represents a number of industry firsts, including: the first perfluoroalkoxy, or PFA, fusion-bonded piping; the first valves with no metal parts in the fluid stream; the first nonmetallic capacitive sensors to successfully perform in harsh environments at high temperatures; and the first pinch valve. Additionally, we are a leading designer and manufacturer of 300mm materials management solutions with products such as FOUPs, and reduced-pitch front opening shipping boxes, or FOSBs. We will continue to expand the scope of our technology leadership by identifying viable new polymers for materials management applications, developing innovative product designs and advanced processes for molding difficult materials and aiding the industry in establishing manufacturing standards for materials management products.

Broaden Product Offering

Although we offer a comprehensive line of more than 10,000 products, we believe that there is significant potential for sales of new products and solutions in the semiconductor and data storage markets and within the broader microelectronics industry including, among others:

- new products and solutions for the emerging 300mm wafer market;
- upgrading 200mm fabs with new and improved products;
- new products and solutions to store, mix, handle and transport ultra-pure and corrosive chemicals used in the semiconductor manufacturing process; and
- new products and solutions in the area of testing, storing and shipping finished integrated circuits.

We are committed to developing new products through both internal research and development and strategic acquisitions.

Enhance Relationships with Customers and Suppliers

For over three decades, we have cultivated our relationships with our key customers and suppliers. We work closely with our customers during the engineering and design phase to identify and respond to their requests for future generation products. For example, our application engineers work closely with key original equipment manufacturers, or OEMs, to assure that our products are designed to interface smoothly with their equipment. In addition, we enjoy long-standing collaborative relationships with key suppliers, which provide us with technical information and access to new or improved materials. We will continue to emphasize these collaborative relationships with customers and suppliers in order to develop new and enhanced products.

Expand in Japan

We believe that further penetration of the Japanese market is critical to our growth. Five of the world's seven largest wafer manufacturers are headquartered in Japan. We have maintained a manufacturing and sales presence in Japan since the 1970s through licensing arrangements, joint venture injection molding operations and a joint venture sales company, which has allowed us to develop strategic relationships and an understanding of the Japanese market. To increase our presence in Japan, we intend to expand our local manufacturing operations, introduce new products, expand our marketing initiatives and pursue strategic acquisitions.

Pursue Selective Acquisitions

We intend to pursue selective acquisitions to complement our growth. Our goal is to acquire businesses that will strengthen our position in our targeted markets, enhance our technology base, increase our manufacturing capability and our product offerings and expand our geographic presence. Expanding our business in key market segments could strengthen our presence with existing customers and provide access to new customers who seek a global service provider for their materials management needs.

Expand into New Industries

We believe that our materials management expertise can be applied outside the microelectronics industry to a variety of industries that use sophisticated manufacturing processes and have critical materials management needs. For example, in the biopharmaceutical industry, we are seeking to apply our expertise to live bacteria drug manufacturing, which is a metal-sensitive process enabled by our polymer expertise and products. We are also pursuing other growth opportunities in the chemical processing and medical device markets.

Markets and Products

With over 10,000 standard and customized products, we believe that we provide the most comprehensive portfolio of materials management solutions to the microelectronics industry. Our product lines address both the semiconductor and the data storage manufacturing markets. During the front-end semiconductor manufacturing process, we provide materials management products and services that preserve the integrity of wafers as they travel from wafer manufacturers to semiconductor manufacturers. As the wafers are subsequently processed, we provide wafer transport products that reliably interface with automated processing equipment. We also provide products that safely deliver processing chemicals from chemical manufacturers to containers at the fab and then from containers to process equipment within the fab. During the back-end semiconductor manufacturing process, we provide products that transport and handle completed integrated circuits during testing, assembly and packaging. Furthermore, we provide products that prevent degradation and damage to magnetic hard disk drives and read/write heads as they are processed and shipped.

The following table summarizes the breadth of our materials management product offerings.

Process	Representative Products	Product Description	Enabling Function
MICROELECTRONICS			
Semiconductor			
Front-End:			
Wafer Manufacturing	o Ultrapak(R) o Crystalpak(R) o FabFit300(TM)	Transport and storage products and systems for 100, 125, 150, 200 and 300mm raw wafers	Preserves the integrity of raw wafers during shipment from wafer manufacturers to semiconductor manufacturers
Wafer Handling	o KA250(R) o F300 FOUP	Pods, carriers and work-in-process boxes for 100, 125, 150, 200, and 300mm process wafers	Holds and positions wafers during processing including precise interfaces with automation and manufacturing equipment
Chemical Delivery	o Valves: Integra(R), Dymak(R), Accuflo(TM) o Fittings: Flaretek(R), Galtek(R), Quikgrip(R) o Tubing: FluoroLine(R) o Pipes: PUREBOND(R) o Containers: FluoroPure(R)	High purity corrosion resistant fluid handling components for chemical transport and bulk storage	Provides consistent and safe delivery of sophisticated chemicals from chemical manufacturers to semiconductor manufacturers' point-of-use
Back-End:			
Test, Assembly and Packaging	o 1120/1144 Bare Die Trays o JEDEC/Matrix Trays	Transport, handling and storage systems for wafer, bare die, single die, in process die, and packaged die	Preserves the integrity of wafers and die during transportation to back-end operations by avoiding electrostatic discharge and contamination
Microelectronics			
Disk Manufacturing	o Disk Shipper o Read/Write Head Trays	Trays and carriers for read/write and disk processing and shipping in all sizes and substrates	Prevents degradation and damage to critical data storage components
OTHER			
Biopharmaceutical, Telecommunications, Medical and Other	o Cynergy(R) o Filter Housing and Components o Micro-molded Parts	Wide variety of custom designed and molded products for use in high technology applications including fluid transfer and sophisticated medical devices	Enables new technologies and applications such as live bacteria manufacturing techniques and miniaturization for telecommunications

Semiconductor Manufacturing: Front-End

Wafer Manufacturing Products. We are a leading provider of critical shipping products that preserve the integrity of raw silicon wafers as they are transported from wafer manufacturers to semiconductor manufacturers. We lead the market with our extensive, high volume line of UltraPak(R) and CrystalPak(R) products which are supplied to wafer manufacturers in a full range of sizes covering 100, 125, 150 and 200mm wafers. The UltraPak(R) was first introduced in the mid 1980s. It is made of a proprietary blend of polypropylene and is the market leader in wafer shipping boxes. The CrystalPak(R) was introduced in the early 1990s as a reusable wafer shipping box and is made of a proprietary blend of polycarbonate. Continuing our technological leadership in the market, we offer the FabFit300(TM) for the transportation and automated interface of 300mm wafers. We offer a complete shipping system, including both wafer shipping containers as well as secondary packaging that provide another level of protection for wafers. This 300mm wafer system reduces the cleaning, shipping and storage costs for semiconductor manufacturers and allows them to optimize the use of their premium cleanroom space.

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

Chemical Delivery Products. Chemicals spend most of their time in contact with fluid storage and management distribution systems, so it is critical for fluid storage and handling components to resist these chemicals and avoid contributing contaminants to the fluid stream. We offer chemical delivery products that allow the consistent and safe delivery of sophisticated chemicals from the chemical manufacturer to the point-of-use in the semiconductor fab. Most of these products are made from perfluoroalkoxy or PFA, a fluoropolymer resin widely used in the industry because of its high purity and inertness to chemicals. The innovative design and reliable performance of our products and systems under the most stringent of process conditions has made us a recognized leader in high purity fluid transfer products and systems.

Both semiconductor manufacturers and semiconductor OEMs use our chemical delivery products and systems. Our comprehensive product line provides our customers with a single source provider for their chemical storage and management needs throughout the manufacturing process.

Our chemical delivery products include:

- Valves. We offer the Integra(R), Dymak(R) and Accuflo(TM) valves, each of which were first in their respective applications. Our Integra(R) valve was the first to feature no external metal parts, which can corrode and pose a safety hazard when managing aggressive chemicals. Our Dymak(R) valve is the first PFA pinch valve designed for chemical mechanical polishing, or CMP, slurries, bulk chemical distribution and other high flow applications. The all-PFA pinch element allows greater resistance to chemical corrosion and offers lower particle generation than competing valves. Our Accuflo(TM) metering valve is the first to be molded entirely from PFA, which provides enhanced control for a broad range of applications.

- Fittings. We provide fittings that have become the industry standard for high purity chemical resistance. We offer three styles of fittings: Flaretek(R), Quikgrip(R) and Galtek(R) fittings. Our Flaretek(R) fittings feature a flare design that combines leak-free performance with minimum dead volume. All of the wetted surfaces of our fittings products are Teflon(R) PFA, chosen for its resistance to corrosion and wear in the semiconductor processing environment. Our Quikgrip(R) fitting has a gripper design that

features easy, user-friendly assembly. Additionally, our Galtek(R) fittings represent the industry's first all PFA fitting featuring an integral ferrule design for strength along with chemical resistance features.

- Tubing. We offer three grades of FluoroLine(R) PFA tubing, which address our customers' needs ranging from industrial to ultra high purity applications.

- Pipe. Our PUREBOND(R) fusable piping components provide leak-free piping systems by fusion bonding over rigid pipe and components. Our patented method for joining PFA components allows flexibility of design and assembly of fluid delivery systems. We offer many component configuration sizes ranging from 1/4 inch to 2 inch inner diameters, meeting a wide range of customer design requirements.

- Chemical Containers. We offer a broad spectrum of chemical transport and storage containers that help ensure the safe delivery of sophisticated chemicals from chemical manufacturers to the semiconductor manufacturers' point-of-use. Our containers are well suited for the microelectronics industry because they help minimize contamination of chemicals to concentrations of parts per billion and parts per trillion. Our sheet lining process allows us to provide containers for bulk chemical storage and shipment of up to 19,000 liters. We offer a wide variety of container types including drums, pressure vessels, intermediate bulk containers, custom containers and bottles. In addition, we provide our patented quick connect system, which enables safe, risk-free connections for chemical container change-outs.

- Custom Fabricated Products. We offer a wide variety of custom-molded, welded or fabricated fluid products, including custom valves, fittings, filter housings, caps, closures, flanges and tanks. We manufacture these custom products to meet stringent standards of consistency and safety by offering a variety of high performance, chemically resistant materials.

Semiconductor Manufacturing: Back-End

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

Hard Disk Drive Manufacturing

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

Other Industries

We offer our extensive polymer molding expertise to customers outside the microelectronics industry, such as the biopharmaceutical, medical and telecommunications industries. We work with our customers in these industries to develop specialized components and assemblies that meet their stringent specifications for close tolerances and cleanliness. We offer a wide variety of services and capabilities to these customers, including materials research, parts design, mold design and manufacturing, molding, assembly and final test services.

Customers

We have over 1,000 customers in North America, Europe and Asia, including every major semiconductor manufacturer in the world. No single end-customer accounts for over 5% of our sales. We provide products and solutions primarily to semiconductor manufacturers and semiconductor equipment manufacturers, chemical materials suppliers and data storage manufacturers. The following table sets forth a list of major customers in each of the markets in which we operate.

Semiconductor Wafer Manufacturing		Microelectronics and Semiconductor Materials	
Mitsubishi Silicon	Sumitomo Metals	Arch Chemicals	Millipore
MEMC	Wacker Siltronic	Ashland	Pall
Shin Etsu Handotai (SEH)		BOC Edwards	

Semiconductor Device Manufacturing and Assembly			
AMD	Hitachi	LG International	Samsung
Amkor/Anam	Intel	Micron Technology	STMicroelectronics
ASE Test	IBM	Motorola	Texas Instruments
Carsem	Infineon	NEC	TSMC
Fujitsu	Lucent	Philips	UMC

Semiconductor Equipment Manufacturing		Data Storage Manufacturing	
Applied Materials	SCP Global Technologies	Fujitsu	Komag
FSI International		Hoya	MMC
		HMT	Seagate Technology
		IBM	

Custom Products for Other Industries	
ADC Telecom	Guidant
Boston Scientific	Medtronic
Ericsson	

Sales and Marketing

We market and sell our products on a worldwide basis through a network of direct sales personnel, commissioned sales representatives and stocking distributors. Our sales and marketing initiatives in Japan are coordinated through the sales office of Fluoroware Valqua Japan, our majority owned subsidiary. Metron, a global distributor of semiconductor products and services partially owned by Entegris, has broad distribution rights in Europe, and in portions of the United States and Asia.

International sales accounted for 45.1% of our revenues in fiscal 1998, 47.9% in fiscal 1999 and 55.2% in the six months ended February 28, 2000. We support our worldwide sales activities by stocking select products in regional warehouses, which facilitates rapid response to customers' needs. For example, Entegris Europe GmbH is a stocking location for distribution throughout Europe. The worldwide offices of Metron also carry inventories to meet regional demand.

Direct customer support comes from our five regional service and customer support offices located in the United States, Germany, Japan, Korea and Malaysia. We work with each of our regional service and customer support offices to provide regional marketing support, including public relations, collateral development and publication, corporate positioning, advertising, trade show participation and communications. Our marketing groups based in the United States support our global marketing strategy, e-business and other initiatives.

Manufacturing

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

To meet our customer needs worldwide, we have established an extensive global manufacturing network with facilities in the United States, Germany, Japan, Malaysia and South Korea. Because we work in an industry where contamination control is paramount, we maintain Class 100 to Class 10,000 cleanrooms for manufacturing and assembly.

We believe that our worldwide manufacturing operations and our advanced manufacturing capabilities are important competitive advantages. Our advanced manufacturing capabilities include:

- Injection Molding. Our manufacturing expertise is based on our long experience with injection molding. Using molds produced from computer-aided processes, our manufacturing technicians utilize specialized injection molding equipment and operate within specific protocols and procedures established to consistently produce precision products.

- Extrusion. Extrusion is the use of heat and force from a screw to melt solid polymer pellets in a cylinder and then forcing the resulting melt through a die to produce tubing and pipe. We have established contamination free on-line laser marking and measurement techniques to properly identify products during the extrusion process and ensure consistency in overall dimension and wall thicknesses.

- Blow Molding. Blow molding consists of the use of heat and force from a screw to melt solid polymer pellets in a cylinder and then forcing the melt through a die to create a hollow tube. The molten tube is clamped in a mold and expanded with pressurized gas until it takes the shape of the mold. We utilize advanced three-layer processing to manufacture 55 gallon drums, leading to cost savings while simultaneously assuring durability, strength and purity.

- Rotational Molding. Rotational molding is the placing of a solid polymer powder in a mold, placing the mold in an oven and rotating the mold on two axes so that the melting polymer coats the entire surface of the mold. This forms a part in the shape of the mold upon cooling. We use rotational molding in manufacturing containers up to 5,000 liters. Our rotational molding expertise has provided rapid market access for our current fluoropolymer sheet lining manufacturing business.

- Sheet Lining. Sheet lining consists of welding thin sheets of polymer into a solid lining that conforms to the shape of a large vessel, such as a tanker truck. We sheet line stainless steel tanks up to 19,000 liters in size through a complex adhesive and welding process that provides customers with purity and strength for the high volume storage and transportation of corrosive chemicals.

- Machining. Machining consists of the use of computer controlled equipment to create shapes, such as valve bodies, out of solid polymer blocks or rods. Our computerized machining capabilities enable speed and repeatability in volume manufacturing of our machined products, particularly products utilized in chemical delivery applications.

- Assembly. We have established protocols, flow charts, work instructions and quality assurance procedures to assure proper assembly of component parts. The extensive use of robotics throughout our facilities reduces labor costs, diminishes the possibility of contamination and assures process consistency.

- Tool Making. We employ more than 100 toolmakers at three separate locations in the United States. Our toolmakers produce the majority of the tools we use throughout the world.

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

We also use computer-automated engineering in the context of mold flow analysis. Beginning with a pro-engineer 3D model, mold flow analysis is used to visualize and simulate how our molds will fill. The mold flow analysis techniques cut the time needed to bring a new product to market because of the reduced need for sampling and development. Also, our pro-engineer CAD equipment can create a virtual part with specific geometries, which drives subsequent tool design, tool manufacturing, mold flow analysis and performance simulation.

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

Engineering, Research and Development

We devote a significant portion of our financial and human resources to research and development programs. As of February 28, 2000, we employed approximately 140 people in our worldwide engineering, research and development department. Of these, more than 20 work in our materials and product testing research laboratories, where we conduct general materials research to enhance current products and strengthen our advanced materials knowledge. The other engineering, research and development personnel perform product design and development in response to general market needs as well as specific industry and customer requests. Increasingly, customers ask us to conduct research and development to find materials, products and systems that meet their specific materials handling needs.

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

Our product test lab is equipped to evaluate the functionality, automation interface capability, particle generation potential and lifetime of our products. The lab has a number of front-end automated tools to check wafer handling product interfaces, custom hydraulic and chemical test benches to test fluid handling components and wafer mapping equipment that can detect sub-micron particles on wafers up to 300mm in diameter. Our wafer mapping equipment, along with several liquid particle counters, is housed in a Class 10 cleanroom and is used to determine (and subsequently reduce through product improvements) the particle generating potential of our products. Minimizing the particle generation of our products is critical to the success of our customers' semiconductor manufacturing process.

Our capabilities to test and characterize our materials and products are focused on continuously reducing risk to our customers. The majority of our research laboratories are located at our Chaska, Minnesota and Colorado Springs, Colorado facilities. We expect that technology and product research and development will continue to represent an important element in our ability to develop and characterize our materials and products.

Facilities

We conduct manufacturing operations in facilities strategically positioned throughout the world. The table below presents certain information relating to these manufacturing and related warehouse facilities.

Facility Location	Square Footage	Type of Ownership	Manufacturing Use
United States			
Minnesota	712,000	5 facilities owned, 3 facilities leased	Injection Molding, Extrusion, Blow Molding, Rotational Molding, Tool Making, Micro-molding, Sheet Lining
Colorado	148,000	1 facility owned, 1 facility leased	Injection Molding, Tool Making
California	30,000	1 facility leased	Custom Manufacturing
Texas	20,000	1 facility leased	Polymer Reclaiming
Malaysia	105,000	1 facility owned	Injection Molding
Korea	78,000	1 facility owned, 1 facility leased	Injection Molding, Extrusion, Sheet Lining
Germany	44,000	1 facility owned	Injection Molding, Extrusion
Japan	42,000	1 facility owned	Injection Molding

Patents and Proprietary Rights

We rely on patent, copyright, trademark and trade secret laws, confidentiality agreements and other contractual arrangements with our employees, strategic partners and others to protect our technology. Our goal is to obtain intellectual property protection to maintain our position as a leader in materials management and to give us a competitive advantage in the industry.

We actively pursue a program of patent applications to seek protection of technologically sensitive features of our materials management products and processes. We conduct extensive research on the patentability of our innovations, the potential infringement on existing patents and the business value of retaining the information as proprietary knowledge. With this information, we determine whether to seek a patent, disclose the information through an industry white paper or maintain the information as a trade secret. Our patent portfolio

consists of 95 current U.S. patents, which expire from 2000 to 2018, and 31 pending U.S. patent applications. We regularly seek patent protection outside the United States by filing counterpart applications, principally in Europe, Southeast Asia and Japan. We also pursue trademark registration of our key trademarks in the principal countries where we do business.

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

Competition

We face substantial competition from a number of companies, some of which have greater financial, marketing, manufacturing and technical resources. We are not aware of any single competitor who offers a comparable breadth of materials management products and services in the microelectronics industry. We compete on the basis of our technical expertise, product performance, advanced manufacturing capabilities, global locations, quality, reliability, established reputation and customer relationships. We believe that we compete favorably on the basis of these factors in each of our served markets.

Our wafer management product line faces competition largely on a product-by-product basis. We have historically faced significant competition from companies such as Kakizaki, Sanga Flantek, Dainichi and Asyst Technologies. These companies compete with us primarily in 200mm and 300mm applications. Our chemical delivery products also face worldwide competition from companies such as Furon, Parker, Pillar and Gemu. In assembly, packaging and testing of semiconductor and data storage applications, we compete with companies such as Advantek, GEL-Pak, ITW/Camtex, Peak International and 3M. Primary competition for our wafer shipping containers comes from Japanese companies such as SEP and Kakizaki. In the disk shipping and bare and packaged die tray markets, we face competition from regional suppliers.

Employees

As of February 28, 2000, we had approximately 1,570 full-time employees throughout the world, including 1,030 in manufacturing, 140 in engineering, research and development, including custom product development, and 400 in selling, marketing and general and administrative activities, including customer service, finance and accounting, information technology, human resources and corporate management. Of our full-time employees, 1,280 are located in the United States, 70 are located in Europe and about 220 are located in Asia. None of our employees are covered by a collective bargaining arrangement. We consider our relationship with our employees to be good.

Legal Proceedings

We are not a party to any material pending legal proceedings.

Executive Officers, Directors and Key Personnel

The following table sets forth certain information with respect to each of the executive officers and directors of Entegris, as of the date of this prospectus.

Name	Age	Position
Daniel R. Quernemoen(1)	69	Chairman of the Board
Stan Geyer(1)	51	President, Chief Executive Officer and Director
James E. Dauwalter	48	Executive Vice President, Chief Operating Officer and Director
John D. Villas	41	Chief Financial Officer
James A. Bernards(2)	53	Vice Chairman and Director
Robert J. Boehlke(2)	58	Director
Mark A. Bongard	35	Director
Delmer M. Jensen(1)	62	Director
Roger D. McDaniel(1)(2)	61	Director

(1) Member of the compensation and stock option committee
(2) Member of the audit committee

Daniel R. Quernemoen has been Chairman of the board of directors of Entegris since June 1999. Prior to that time, Mr. Quernemoen had been the Chairman of the board of directors of Fluoroware since August 1987 and a member of its board since 1970. Mr. Quernemoen was also Chief Executive Officer of Fluoroware from 1982 to 1996 and President from 1980 to 1982. Mr. Quernemoen is a member of the board of directors of SEMI and the Wallestad Foundation, a private non-profit charity.

Stan Geyer has been President, Chief Executive Officer and a member of the board of directors of Entegris since June 1999. Prior to that time, Mr. Geyer had been the President and Chief Executive Officer of Fluoroware since September 1996 and a member of its board of directors since 1982. Mr. Geyer also served as Vice President of Marketing and Executive Vice President of Fluoroware. Mr. Geyer serves on the board of directors of the Wallestad Foundation.

James E. Dauwalter has been a director of Entegris since June 1999 and Executive Vice President and Chief Operating Officer since March 2000. Prior to that time, Mr. Dauwalter had been a director of Fluoroware since 1982 and also served as Executive Vice President and Chief Operating Officer of Fluoroware since September 1996. Mr. Dauwalter serves on the board of the Community Bank of Chaska, the supervisory board of Metron, an affiliate of Entegris, and the Wallestad Foundation.

John D. Villas has been Chief Financial Officer of Entegris since March 2000. Prior to that time, Mr. Villas had been Chief Financial Officer of Fluroware since November 1997 and Vice President Finance since April 1994. Mr. Villas joined Fluroware in 1984 as controller and then served as corporate controller between 1991 and 1994.

James A. Bernards has been Vice Chairman of the board of Entegris since March 2000 and a director since June 1999. Mr. Bernards has also been President of Facilitation, Inc., a provider of business and financial consulting services, since June 1993. Mr. Bernards was President of the accounting firm of Stirtz, Bernards & Company from May 1981 to June 1993. Mr. Bernards has been President of Brightstone Capital, Ltd., a venture capital fund, since 1986. He is a director of FSI International, Inc., Fieldworks, Inc., Health Fitness Corporation, August Technology, Inc. and several private companies.

Robert J. Boehlke has been a director of Entegris since August 1999. Prior to that time, Mr. Boehlke had been a director of Fluoroware since January 1998. Mr. Boehlke is Executive Vice President and Chief Financial Officer of KLA-Tencor Corporation. Mr. Boehlke joined KLA-Tencor in April 1983 as Vice President. Since 1983, he has served in a number of positions for KLA-Tencor, including division General Manager, Chief Operating Officer and Chief Financial Officer. Prior to his employment by KLA-Tencor, Mr. Boehlke was a partner at the investment banking firm of Kidder, Peabody & Company from 1971 to 1983. He currently serves on the board of directors of LTX Corporation.

Mark A. Bongard has been a director of Entegris since June 1999. Mr. Bongard has been the Chief Executive Officer of Emplast, Inc. since 1996, and Chairman of its board of directors since 1999. Emplast was formerly a part of Empak, and all of Emplast's stock is owned by the Estate of WCB Bongard, our largest shareholder. Prior to being Chief Executive Officer of Emplast, Mr. Bongard held a number of positions with Empak from 1987 to 1996. Before joining Empak in 1987, Mr. Bongard was employed by MTE Associates, Inc.

Delmer M. Jensen has been a director of Entegris since June 1999. Mr. Jensen was Executive Vice President of Operations of Entegris from June 1999 to March 2000. Prior to that time, he had been Chief Executive Officer of Empak since 1998 and Chief Operating Officer from 1988 to 1997. Mr. Jensen joined Empak in 1988. Prior to 1988, he was employed by Thermotech.

Roger D. McDaniel has been a director of Entegris since August 1999. Prior to that time, Mr. McDaniel was a director of Fluoroware since August 1997. From 1989 to August 1996, Mr. McDaniel was the Chief Executive Officer of MEMC, a silicon wafer producer, and was also a director of MEMC from April 1989 to March 1997. Mr. McDaniel is a director of Veeco Instruments, Inc., Speedfam-IPEC, Inc. and Anatel Inc. He is also a director and past Chairman of SEMI.

Our bylaws provide that the board of directors must consist of no more than nine directors, and that any increase in the number of directors must be approved by the affirmative vote of 75% of the votes entitled to be cast at a shareholders' meeting, unless the increase was approved by a majority of the board. The board of directors has established the number of directors to serve on the board at eight. The directors are divided into three classes, designated as Class I, Class II and Class III, with staggered three-year terms of office. At each annual meeting of shareholders, directors who are elected to succeed the class of directors whose terms expired at that meeting will be elected for three-year terms. Messrs. McDaniel and Boehlke will be up for reelection at the 2001 annual meeting of shareholders, Messrs. Quernemoen, Jensen and Bongard at the 2002 annual meeting of shareholders, and Messrs. Geyer, Dauwalter and Bernards at the 2003 annual meeting of shareholders. Vacancies may be filled by a majority of the directors then in office, and the directors so chosen hold office until the next election of the class to which such directors belong. All current directors were previously elected by Entegris' shareholders.

Pursuant to the Consolidation Agreement among Entegris, Fluoroware and Empak, dated June 1, 1999, and the related Shareholder Agreements between Entegris and the Empak and Fluoroware shareholders, the board of directors of Entegris must consist of up to nine persons: three directors designated by those persons who were members of Fluoroware's board of directors on June 1, 1999; three directors who are designated by those persons who were members of Empak's board of directors on June 1, 1999; and up to three independent directors, who must be appointed by the initial board members of Entegris upon their mutual agreement. Messrs. Bernards, Bongard and Jensen were designated by the Empak board and Messrs. Dauwalter, Geyer and Quernemoen were designated by the Fluoroware board.

Committees Of The Board Of Directors

The board of directors maintains an audit committee composed of Messrs. Bernards, Boehlke and McDaniel. The audit committee recommends to the board of directors the appointment of independent auditors, reviews and approves the scope of the annual audit and other non-audit services performed by the independent auditors, reviews the findings and recommendations of the independent auditors and periodically reviews and approves major accounting policies and significant internal accounting control procedures.

The board of directors also maintains a compensation and stock option committee comprised of Messrs. Quernemoen, Geyer, Jensen and McDaniel. The compensation and stock option committee reviews and makes recommendations regarding compensation of officers and directors, administers Entegris' stock option plans, and reviews major personnel matters.

Compensation Committee Interlocks And Insider Participation

Messrs. Quernemoen, Geyer, Jensen and McDaniel currently serve on our compensation and stock option committee. Messrs. Quernemoen, Geyer and Jensen are executive officers and employee directors of Entegris, Empak and Fluoroware. Mr. Quernemoen received a promissory note from Fluoroware for $4,138,379 as consideration for the redemption of 68,950 shares of Fluoroware common stock. This promissory note bears interest at a rate of 8% per annum and is payable in equal monthly installments over a 15 year period. Prior to the formation of our compensation and stock option committee on August 9, 1999, all decisions regarding executive compensation were made by the full board of directors. No interlocking relationships exist between the board of directors or the compensation and stock option committee and the board of directors or compensation committee of any other company, nor has any interlocking relationship existed in the past.

Director Compensation

Each non-employee director of Entegris receives a monthly retainer of $1,000 for their service to the board. Non-employee directors are also entitled to $500 for every committee meeting that they attend. Entegris also maintains its Directors' Stock Option Plan (Directors' Plan) which provides that all non-employee directors receive an option to purchase 15,000 shares of common stock when they are first elected or appointed to the board, and then options to purchase 6,000 shares upon each reelection to the board at an annual meeting of shareholders. At the time of the Directors' Plan adoption in 1999, each non-employee director of Entegris also received an option to purchase 15,000 shares. Additionally, prior to the consolidation of Empak and Fluoroware, Fluoroware maintained its 1997 Directors Stock Option Plan and had stock options outstanding, all of which were converted at the time of the consolidation into Directors' Plan stock options. As of February 28, 2000, there were outstanding options to purchase an aggregate of 150,106 shares at a weighted average exercise price of $4.00 per share.

Executive Compensation

The following table provides certain summary information concerning the compensation earned by Entegris' Chief Executive Officer and the four other most highly compensated executive officers of Entegris for fiscal 1999 whom we refer to as the Named Executive Officers.

Summary Compensation Table

Name and Position	Annual Compensation for Fiscal 1999(1) Salary($)	Bonus($)	All Other Compensation($)(2)
Daniel R. Quernemoen..... Chairman of the Board	196,517	0	16,000
Stan Geyer ..... Chief Executive Officer	250,000	64,000	16,000
Delmer M. Jensen..... Executive Vice President of Operations	250,016	179,500	9,600
James E. Dauwalter..... Executive Vice President and Chief Operating Officer	230,000	64,000	16,000
John D. Villas..... Chief Financial Officer	133,269	41,200	13,313

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(1) None of the perquisites and other benefits paid to any Named Executive Officer exceeded the lesser of $50,000 or 10% of the total annual salary and bonus amounts received by the Named Executive Officer.
(2) Represents payments made to defined contribution plans.

Options/SAR Grants in the Last Fiscal Year

There were no options or stock appreciation rights awarded to any of the Named Executive Officers during fiscal 1999.

Bonus Programs

We maintain an executive management incentive program providing annual bonus opportunities for certain qualified employees, including executive officers, under which such employees may be awarded cash bonuses based upon the achievement of individual performance criteria established at the beginning of each year and upon our financial performance. Under this program, an incentive pool is established at the end of each fiscal year based upon certain financial criteria for the then ending fiscal year, including sales growth, operating profit and return on assets. Our executive officers are eligible to receive a bonus payment of up to 100% of their base salary, up to 65% of which is based on the incentive pool, and up to 35% of which is based upon the accomplishment of their individual performance goals established at the beginning of the year. Other employees who qualify for this bonus program are eligible to receive lesser percentages of their base salary based upon the same financial and individual factors. Additionally, for our domestic employees who do not qualify for this bonus program, we maintain a quarterly incentive plan. The quarterly incentive plan provides bonuses based upon base salary, depending upon our domestic operating income results.

Our bonus programs are administered at the discretion of our board of directors. Bonuses paid under the executive management incentive program, if any, are included in the cash compensation table above.

Fiscal Year-End Option/SAR Values

None of the Named Executive Officers exercised options in the twelve months ended August 31, 1999. The following table sets forth the number and value of securities underlying unexercised options held by the Named Executive Officers at August 31, 1999:

	Number of Securities Underlying Unexercised Options/SARs at August 31, 1999(1)		Value of Unexercised In-the-Money Options at August 31, 1999(2)	
Name and Position	Exercisable	Unexercisable	Exercisable	Unexercisable
Daniel R. Quernemoen..... Chairman of the Board	173,688	0	$185,846	$ 0
Stan Geyer..... Chief Executive Officer	358,260	191,058	383,338	204,432
Delmer M. Jensen..... Vice President of Operations	274,780	0	747,402	0
James E. Dauwalter..... Executive Vice Pesident and Chief Operating Officer	349,576	165,004	374,046	176,554
John Villas..... Chief Financial Officer	149,672	95,528	160,149	102,215
Totals.....	1,305,976	451,590	$1,850,781	$483,201

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(1) The weighted average exercise price for all options is $2.89 per share.
(2) The value of unexercised "in-the-money" options is based on the fair market value of $4.22 as of August 31, 1999, as determined by the board, minus the exercise price, multiplied by the number of shares underlying the option.

Equity and Profit Sharing Plans

Employee Stock Option Plan. The Entegris, Inc. 1999 Long-Term Incentive and Stock Option Plan (Option Plan) was adopted by the board in August 1999 and approved by our shareholders in February 2000.

There are 9,000,000 common shares reserved for issuance under the Option Plan. Shares subject to awards that have lapsed or terminated without having been exercised in full may again become available for the grant of awards under the Option Plan.

The Option Plan provides for grants of incentive stock options that qualify under Section 422 of the Internal Revenue Code of 1986, as amended (Code), to our employees, including officers and employee directors, or the employees of any of our affiliates. Stock options that do not qualify under section 422 of the Code, restricted share awards and performance awards may be granted to employees, including officers, directors of and consultants to Entegris or any of our affiliates. We will refer to options, restricted share awards and performance awards under the Option Plan as awards. The Option Plan may be administered by the board or a committee appointed by the board. After this offering, the Option Plan will be administered by the compensation and stock option committee, currently consisting of Messrs. Quernemoen, Geyer, Jensen and McDaniel. The board or the compensation and stock option committee will have the authority to determine to whom awards are granted, the terms of such awards, including the type of awards to be granted, the exercise price, the number of shares subject to the awards, and the vesting and exercisability of the awards.

The term of options granted under the Option Plan generally may not exceed ten years. The exercise price of incentive stock options granted under the Option Plan is determined by the board or the compensation and stock option committee, but cannot be less than 100% of the fair market value of the underlying common shares on the date of grant.

Other options granted under the Option Plan can be granted at exercise prices below the fair market value of our common shares. Options granted under the Option Plan vest at the rate specified in the option agreement. No option may be transferred by the optionee other than by will or the laws of descent or distribution.

No incentive stock options may be granted to any person who, at the time of the grant, owns, or is deemed to own, shares possessing more than 10% of the total combined voting power of Entegris or any of our affiliates, unless the option exercise price is at least 110% of the fair market value of the shares subject to the option on the date of grant and the term of the option does not exceed five years from the date of grant. In addition, the aggregate fair market value, determined at the time of grant, of the common shares underlying incentive stock options which become exercisable by an optionee during any calendar year may not exceed $100,000. Any options, or portions thereof, which exceed this limit are treated as nonqualified stock options.

As of February 28, 2000, there were 6,386,888 options outstanding under the Option Plan, held by 169 employees, to purchase shares of Entegris at a weighted average exercise price of $2.88 per share. The Option Plan will terminate in August 2009, unless terminated sooner by the board. In addition, effective March 3, 2000, the board of directors approved additional grants to 52 employees to purchase a total of 516,000 shares of Entegris common stock, at a price equal to the finally determined price for this offering. On March 13, 2000, the board also approved a "broad-based' option grant covering nearly all of our U.S. employees. Employees who are eligible as of the date of this offering will each receive options to purchase 300 shares of common stock at a price equal to the finally determined price for this offering. The estimated total shares to be subject to these grants are 390,000.

Directors' Stock Option Plan. In August 1999, our Board adopted, and in February 2000, our shareholders approved, the Entegris, Inc. Outside Directors' Option Plan (Directors' Plan) to provide for the automatic grant of options to purchase Entegris common shares to directors of Entegris. The Directors' Plan is administered by our board.

The aggregate number of common shares that may be issued pursuant to options granted under the Directors' Plan is 1,000,000. Pursuant to the terms of the Directors' Plan, each of our directors who was not an employee of Entegris or one of our affiliates was automatically granted an option to purchase 30,000 common shares on the effective date of the Directors' Plan. The Director's Plan was amended so that each new director who is not an employee of Entegris will be granted an option to purchase 15,000 common shares upon their appointment or election to the board. On the effective date of the Director's Plan, options under this plan will be issued to replace the then current outstanding options issued under the Fluoroware, Inc. 1997 Directors Stock Option Plan with substantially the same terms. In addition, each non-employee director who is still a director after each annual meeting or regular stockholders' meeting will be automatically granted an option to purchase 6,000 common shares immediately after that annual meeting. The exercise price of options under the Directors' Plan will at least equal the fair market value of our common shares on the date of grant. No option granted under the Directors' Plan may be exercised after the expiration of ten years from the date on which it was granted.

As of February 28, 2000, there were 150,106 options outstanding to purchase common shares of Entegris under the Directors' Plan, at a weighted average exercise price of $4.00 per share. Those shares are held by 4 non- employee directors of Entegris and 2 former non-employee directors of Fluoroware.

Employee Stock Purchase Plan. In March 2000, our board adopted, subject to shareholder approval, the Entegris, Inc. Employees Stock Purchase Plan (Purchase Plan). A total of 4,000,000 common shares of Entegris have been reserved for issuance under the Purchase Plan. The Purchase Plan is intended to qualify as an employee stock purchase plan within the meaning of Section 423 of the Code.

The Purchase Plan provides a means by which employees may purchase common shares of Entegris through payroll deductions. The Purchase Plan is implemented by offerings of rights to eligible employees. Under the Purchase Plan, the purchase period is six months, beginning on January 1 and July 1 of each

calendar year, but the first purchase period will commence on the effective date of this offering. Purchase dates under this Purchase Plan will occur on the last business day of each purchase period.

Employees who participate in this Purchase Plan may contribute up to 10% of their earnings, by having Entegris withhold part of their salary or otherwise. The amount withheld is then used to purchase common shares of Entegris on specified purchase dates. The price of common shares of Entegris purchased under the Purchase Plan will be equal to 85% of the lower of the fair market value of the common shares on the first business day of the corresponding purchase period or the fair market value of the common shares on that purchase date. Employees who become eligible to participate in the Purchase Plan for the first time during an ongoing offering will be permitted to begin participating in the Purchase Plan on the day after the next purchase date that occurs under the offering. The price of common shares of Entegris purchased under the Purchase Plan for employees who begin participating in the Purchase Plan during an ongoing offering will be equal to 85% of the lower of the fair market value of the common shares on the day they begin participating in the Purchase Plan or the fair market value of the common shares on the relevant purchase date. Participants in this Purchase plan may reduce the amount withheld from their pay or stop the withholding altogether at anytime. Participants can also increase the rate of withholding from their salary, but only on the first day of any purchase period. Employees' participation in all offerings under this Purchase Plan will end automatically on termination of their employment.

Unless otherwise determined by our board, employees are eligible to participate in the Purchase Plan in any given purchase period only if they are customarily employed by us or one of our U.S. subsidiaries for at least 20 hours per week and five months per calendar year on the fifteenth day of the month immediately prior to the first day of a purchase period. No employee shall be eligible for the grant of any rights under the Purchase Plan if immediately after such rights are granted, such employee will have voting power over 5% or more of our outstanding capital shares. Eligible employees may be granted rights only if the rights, together with any other rights granted under employee stock purchase plans, do not permit such employees' rights to purchase shares of Entegris to accrue at a rate which exceeds $25,000 of fair market value of those shares for each calendar year in which those rights are outstanding.

Employee Stock Ownership Plan. The Entegris, Inc. Employee Stock Ownership Plan (ESOP) is a tax-qualified employee stock ownership plan under Sections 401(a) and 4975(e)(7) of the Code and under Section 407(d)(6) of the Employee Retirement Income Security Act of 1974, as amended (ERISA). The ESOP was originally established by Fluoroware in 1984 to purchase common stock of Fluoroware held by Fluoroware's founder, Victor Wallestad. The ESOP purchased shares from Wallestad in August 1984, and in August 1989 utilizing proceeds from debt financing secured by the shares purchased. The ESOP serviced the indebtedness with funds received as discretionary contributions from Fluoroware and shares were allocated to participant accounts as they were released from security upon payment of the loan.

All ESOP loans have been completely paid off since August 1994, and all shares have been released from the security interest and fully allocated to participant accounts as of that date. On April 25, 1997, all company contributions were discontinued and all active participants were vested at 100%. As of June 7, 1999, the ESOP exchanged its shares of Fluoroware for shares of Entegris in connection with the consolidation of Fluoroware and Empak. The ESOP invests almost exclusively in Entegris common stock.

Participants in the ESOP who terminate employment with us have the right to request distribution of the Entegris shares allocated to their accounts as of the second August 31 following termination. Participants who terminate employment on account of death or disability, or upon retirement after age 65 also have the right to request distribution of the Entegris shares allocated to their accounts as of the first August 31 following termination. A terminated participant whose accounts are worth less than $5,000 on the second August 31 after termination of employment, however, will automatically receive distribution of the shares even if the participant does not request distribution. Participants who are eligible to receive shares can elect to have the shares transferred directly to their Individual Retirement Accounts (IRAs).

The ESOP will be selling shares in this offering. In addition, contingent upon the successful completion of this offering, the ESOP will be amended to permit each ESOP participant to receive an annual distribution of

up to 10% of the shares in such participant's account. The first opportunity to elect such "in-service" distribution will be in or about May of 2001. ESOP participants who are eligible to receive shares from in-service distributions can elect to have the shares transferred directly to their IRAs.

As of February 28, 2000, the ESOP held an aggregate of 20,385,514 common shares.

Pension Plan. We maintain a defined contribution retirement plan, the Entegris, Inc. Pension Plan (Pension Plan), that covers eligible employees who have completed a year of service. The Pension Plan, and the accompanying trust, are intended to qualify as tax exempt under Sections 401(a) and 501(a) of the Code. All contributions to the Pension Plan are company contributions, and are subject to a vesting schedule. The trustee of the Pension Plan, at the direction of each participant, invests the assets of the Pension Plan in a number of investment options.

401(k) Savings and Profit Sharing Plan. In addition to the Pension Plan, we maintain the Entegris, Inc. 401(k) Savings and Profit Sharing Plan (401(k) Plan), a defined contribution plan that covers eligible employees. The 401(k) Plan, and the accompanying trust, are intended to qualify as tax exempt under Sections 401(a) and 501(a) of the Code. Eligible employees may elect to defer a percentage of their pre-tax gross compensation in the 401(k) Plan, subject to the statutory annual limit. The 401(k) Plan provides that we will make matching contributions on employee deferrals at prescribed levels. Employees are eligible to defer a portion of their compensation to the 401(k) Plan immediately upon their hire, but we will not match those contributions until the employee has completed a year of service with Entegris. Participants are fully vested in their deferrals and the matching contributions. We may also make profit sharing contributions to the 401(k) Plan, as determined at the discretion of our board of directors. Profit sharing contributions, if made, are subject to a vesting schedule in the accounts of the participants. The trustee of the 401(k) Plan, at the direction of each participant, invests the assets of the 401(k) Plan in a number of investment options.

Employment Agreements

None of the Named Executive Officers are employed pursuant to employment contracts with Entegris.

Limitation of Liability and Indemnification

Minnesota law and our articles of incorporation and bylaws provide that we will, subject to limitations, indemnify any person made or threatened to be made a party to a proceeding by reason of that person's former or present official capacity with us. We will indemnify this person against judgments, penalties, fines, settlements and reasonable expenses, and, subject to limitations, we will pay or reimburse reasonable expenses before the final disposition of the proceeding.

As permitted by Minnesota law, our articles of incorporation provide that our directors will not be personally liable to us or our shareholders for monetary damages for a breach of fiduciary duty as a director, subject to the following exceptions:

- any breach of the director's duty of loyalty to us or our shareholders;
- acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- liability for illegal distributions under section 302A.559 of the Minnesota Business Corporation Act or for civil liabilities for state securities law violations under section 80A.23 of the Minnesota statutes; and
- any transaction from which the director derived an improper personal benefit.

Presently, there is no pending litigation or proceeding involving any of our directors, officers, employees or agents where indemnification will be required or permitted. We are not aware of any threatened litigation or proceeding that might result in a claim for indemnification.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers or persons controlling Entegris pursuant to the foregoing provisions, We have been informed that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and therefore is unenforceable.

CERTAIN TRANSACTIONS

The following is a description of transactions since September 1, 1996, to which we or our subsidiaries have been a party, in which the amount involved in the transaction exceeds $60,000, and in which any of our directors, executive officers or holders of more than 5% of our capital stock had or will have a direct or indirect material interest, other than compensation arrangements that are otherwise required to be described under "Management." We believe that all of the transactions set forth below were made on terms no less favorable to us than could have been obtained from unaffiliated third parties.

Leases. The estate of Wayne C. Bongard is the general partner of County 17, Chanhassen Partnership; the Waconia Partnership; and the Fleninge Partnership. The estate of Wayne C. Bongard also controls WCB Holding LLC, a family limited liability company formed by Wayne C. Bongard, which owns approximately 37% of the Entegris common shares. Empak, one of our wholly owned subsidiaries, leases its office and three production facilities from these partnerships or from Wayne C. Bongard directly on the terms described in the following paragraphs.

Empak entered into a lease agreement with Fleninge Partnership on June 15, 1993, to lease 4.37 acres of improved commercial real estate, located at 1501 Park Road, in Chanhassen, Minnesota, with an original term from September 1, 1993 to August 31, 2001. This lease is expected to be terminated on or before May 1, 2000, pursuant to the Real Estate Purchase and Sale Agreement described in the next subheading. The base rent for such lease is $19,000 per month, to be adjusted every three years based on the consumer price index.

Empak also entered into a lease agreement with County 17, Chanhassen Partnership to lease a 95,000 sq. foot property located at 950 Lake Drive, Chanhassen, Minnesota with a term of 15 years commencing on December 1, 1989. The base rent is $37,600 per month and is to be adjusted periodically with increases tied to the Twin Cities All Urban Wage Earners Cost-Of-Living Index. This lease gives Empak the option to purchase the leased premises at the end of the 10th year (1999) and at the end of the 15th year (2004) of the lease at the fair market value, as determined by an appraisal of a mutually agreed upon appraiser.

Empak entered into a lease agreement with Waconia Partnership on March 16, 1987, to lease a property in Waconia, Minnesota, until June 30, 2002. The base rent was set at $21,791 per month, to be adjusted periodically with increases tied to the Twin Cities All Urban Wage Earners Cost-Of-Living Index. This lease also gives Empak the option to purchase the leased premise at the end of the 10th year (1997) and at the end of the 15th year (2002) of the lease at the fair market value, as determined by an appraisal of a mutually agreed upon appraiser.

Finally, Empak entered into a lease agreement with Wayne C. Bongard, now deceased, on September 22, 1998 to lease a property in Castle Rock, Colorado, until September 30, 2005. The base rent was set at $25,000 per month or 150% of the amount of the monthly debt service due and payable by Mr. Bongard on financing secured by a first lien against that property or any other financing secured to improve the property, whichever is more. The rent could also be increased to reflect the then current market rental rates at Mr. Bongard's option. If Mr. Bongard and Empak disagree on the rental amount, the rental amount will be determined by a qualified appraiser.

Under the foregoing agreements, Empak is required to pay, as additional rent, all real estate taxes, utilities, and other related property expenses. The additional rent totalled $1,247,000 and $901,000 for fiscal 1999 and fiscal 1998.

Purchase of Property. Entegris entered into a Real Estate Purchase and Sale Agreement with Fleninge Partnership on March 15, 2000, to purchase the 4.37 acres of improved commercial real estate and related personal property located at 1501 Park Road, Chanhassen, Minnesota, which Empak currently leases from the Fleninge Partnership. The purchase price of the property, which is expected to be purchased on or before May 1, 2000, is $2,530,000.

Sublease Agreement. On April 28, 1997, Empak entered into a sublease agreement with Emplast, Inc. to sublease property located in Chanhassen, Minnesota to Emplast. Emplast is majority owned by WCB Holding LLC, our largest shareholder, and Mark A. Bongard, one of our board members, is the Chief Executive Officer of Emplast. Empak leases this property from County 17, Chanhassen Partnership, which lease is described above under the subheading "Leases." The term of the sublease ends on November 30, 2004. The base rent was set at $550,000 per year from June 1, 1999 to May 31, 2000, and thereafter increases $50,000 per year until the rental payment reaches the rental payment paid by Empak for the premises. As of February 28, 2000, Emplast owed Empak $229,170 under the sublease. This amount is included in prepaid expenses and other current assets in the accompanying consolidated balance sheets.

Notes Payable. On April 6, 1992, Empak issued a promissory note for $6,000,000 in favor of Marubeni America Corporation pursuant to a loan agreement between the parties, dated the same day, for the purpose of constructing our Colorado facility. Interest accrues on the promissory note at a rate of 9.0% per annum. Empak will repay the principal amount of this loan in 96 equal consecutive monthly installments and a final balloon payment of $3,913,043, payable March 15, 2002. However, Empak has the option of extending this final balloon payment for an additional period of 15 years. Interest expense related to this note totaled $204,738 for the six months ended February 28, 2000.

Fluoroware issued a promissory note on January 5, 1996 in the amount of $4,138,379 to Daniel R. Quernemoen, Chairman of the Board of Entegris, as consideration for the redemption of 68,950 shares of Fluoroware common stock. The note bears interest rate at the rate of 8.0% and is payable in equal monthly installments of approximately $39,300 until January 5, 2011.

Notes Receivable. On April 15, 1999, the estate of Wayne C. Bongard executed a promissory note in the amount of $801,347 payable to Empak, to be repaid in equal installments over a 36 month period beginning October 15, 2001, at a rate of interest of 8.0% per annum. At February 28, 2000, the total debt was $801,347.

Debt Guarantees. Empak entered into a guaranty agreement with U.S. Bank National Association (formerly known as First Bank National Association) on March 1, 1994, to guarantee the obligations of Wayne C. Bongard, now deceased, under the Loan Agreement by and between Mr. Bongard and U.S. Bank, dated March 1, 1994, related to the facility in Castle Rock, Colorado that is leased by Empak. This guarantee totals $1,558,500 at February 28, 2000.

Sales to Minority Stockholder. Prior to this offering, Marubeni Corporation held 4.15% of our outstanding shares as of February 28, 2000. In the fiscal year 1999, sales to Marubeni Corporation accounted for 4.9% of our sales. On December 1, 1999, Entegris and Marubeni Corporation amended their distribution agreement to reflect the consolidation of Empak and Fluoroware into Entegris. Pursuant to the terms of the amended agreement, we appointed Marubeni Corporation as our exclusive distributor to sell certain of our products in Japan. Marubeni Corporation, as distributor, agreed to use its best efforts to sell the agreed upon products and spare parts in Japan. Unless the contract is terminated under specific conditions, the distribution agreement expires on February 27, 2003. Sales to Marubeni Corporation were $11,960,387 in fiscal 1999. At February 28, 2000 Entegris had receivables from Marubeni Corporation totaling $7,540,169, which are due under normal trade terms.

Sales to Affiliated Entities. Entegris currently holds 20.8% of Metron's outstanding shares, and in fiscal 1999, products distributed by Metron accounted for 14.3% of our sales. In addition, Mr. Dauwalter, a supervisory director of Metron, is Executive Vice President, Chief Operation Officer and Director of Entegris. As a supervisory director of Metron, Mr. Dauwalter receives yearly option grants. In connection with Mr. Dauwalter's employment with Entegris, he entered into an agreement pursuant to which he agreed to exercise his options to purchase common shares of Metron at our request, to vote the shares received upon exercise of the options as directed by us and to hold title to these shares only as a nominee on our behalf, without any beneficial right, ownership, or interest in the shares. In addition, Mr. Dauwalter agreed to convey

title to the option (if this is permitted by its terms) and any shares received upon exercise of the option to us or to sell the shares and remit the proceeds to us upon our request.

In July 1995, Metron and Fluoroware entered into a distribution agreement. Subsequent to the consolidation of Empak and Fluoroware to form Entegris and pursuant to the terms of the agreement, Entegris and Metron agreed that, with some exceptions, Metron would be the exclusive, independent distributor of some of Entegris' products in specific countries, primarily in Europe and Asia. Metron, as distributor, agreed to use its best efforts to sell the agreed upon products in the designated countries. Unless the contract is terminated under specific conditions, the contract will remain in place until July 1, 2000, and is automatically renewed thereafter for additional terms of two years. The contract can be terminated upon written notification given more than twelve months prior to the expiration of the applicable term.

In September of 1997, Fluoroware entered into a distribution agreement with T.A. Kyser Co., a wholly owned subsidiary of Metron. Pursuant to the terms of that agreement, Fluoroware and Kyser agreed that Kyser would be stocking distributor for specific Fluoroware gas and liquid management products in certain U.S. states. Kyser, as distributor, agreed to use its best efforts to stock, market and sell products within the states which comprise its territory. The agreement is for a term of five years, expiring on August 31, 2002, and, unless either party terminates, the agreement is renewed automatically for successive five-year terms. Notice of termination must be given one year prior to the expiration of the term of the agreement for termination without cause. Termination for cause may occur at any time if specific conditions are met.

Stock Options. On February 28, 1997, Marubeni America Corporation and Marubeni Corporation were granted Empak stock options. The grants were immediately vested and exercisable for ten years. In connection with the consolidation of Empak and Fluoroware to form Entegris, Marubeni America Corporation exchanged the Empak option for an option to purchase up to 85,978 shares of Entegris common stock at an exercise price of $5.19. These options may be exercised at any time before February 27, 2007. Similarly, Marubeni Corporation exchanged the Empak option for an option to purchase up to 128,964 shares of Entegris common stock at an exercise price of $5.19. These options may be exercised at any time before February 27, 2007.

Consulting Agreement. James A. Bernards, a director of Entegris, renders consulting services to Entegris for a fee of $6,000 per month under an oral agreement.

PRINCIPAL AND SELLING SHAREHOLDERS

The following table sets forth certain information regarding the beneficial ownership of our common shares as of February 28, 2000, and as adjusted to reflect the sale of our common shares offered in this offering: (1) each shareholder who is known by us to own beneficially more than 5% of our common shares; (2) each member of our board of directors; (3) each of our Named Executive Officers; (4) all of our directors and executive officers as a group; and (5) all selling shareholders as a group. Unless otherwise indicated, to our knowledge, all persons listed below have sole voting and investment power with respect to their common shares, except to the extent authority is shared by spouses under applicable law. Unless otherwise noted, the address of each shareholder is c/o Entegris, Inc., 3500 Lyman Boulevard, Chaska, Minnesota, 55318.

	Beneficial Ownership Before Offering(1)		Number of Shares Being	Beneficial Ownership After Offering(1)(2)	
Name	Shares	Percent	Offered	Shares	Percent
WCB Holding LLC..... 950 Lake Drive, Chaska, Minnesota 55317	21,580,608	36.8%	1,925,000	19,655,608	29.2%
Entegris, Inc. Employee Stock Ownership Plan....	20,385,514	34.7%	2,475,000	17,910,514	26.6%
James A. Bernards.....	59,310(2)	*	--	59,310	*
Mark A. Bongard.....	66,638(2)(3)	*	--	66,638	*
James E. Dauwalter.....	5,556,127(4)	9.4%	--	5,556,127	8.2%
Stan Geyer.....	2,937,562(5)	5.0%	--	2,937,562	4.3%
Daniel R. Quernemoen.....	1,982,442(6)	3.4%	--	1,982,442	2.9%
Delmer M. Jensen.....	274,780(2)	*	--	274,780	*
John D. Villas.....	485,163(7)	*	--	485,163	*
Robert J. Boehlke.....	46,210(2)	*	--	46,210	*
Roger D. McDaniel.....	48,248(8)	*	--	48,248	*
All directors and executive officers as a group (9 persons)(9).....	11,456,480	19.0%	--	11,456,480	16.6%
All selling shareholders as a group.....	41,966,122	71.5%	4,400,000	37,566,122	55.8%

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*Represents beneficial ownership of less than one percent of the common shares.

(1) Beneficial ownership is determined in accordance with the rules of the SEC. Applicable percentage ownership is based on 58,720,700 common shares outstanding as of February 28, 2000 and 67,320,700 shares outstanding immediately following the completion of this offering.

(2) The shares indicated are subject to stock options exercisable within 60 days of February 28, 2000.

(3) Mr. Bongard is Chief Manager of WBC Holding LLC and disclaims beneficial ownership of the shares held by WCB Holding LLC.

(4) Includes 4,113,542 shares held directly, 692,152 held by family members, 345,856 shares allocated to Mr. Dauwalter's individual account under the ESOP, and an aggregate of 404,577 shares subject to stock options exercisable within 60 days.

(5) Includes 1,724,828 shares held directly; 430,466 shares held by family members, 360,322 shares allocated to Mr. Geyer's account under the ESOP, and 421,946 shares subject to stock options exercisable within 60 days.

(6) Includes 968,970 shares held directly, 393,696 held by family members, 446,088 shares allocated to Mr. Quernemoen's account under the ESOP, and 173,688 shares subject to options exercisable within 60 days.

(7) Includes 157,104 shares held directly, 146,544 shares allocated to Mr. Villas' account under the ESOP and 181,515 shares subject to options exercisable within 60 days.

(8) Includes 13,616 shares held directly and 34,632 shares subject to options exercisable within 60 days.

(9) Includes an aggregate of 8,494,374 shares held directly, 1,298,810 shares allocated to all of the officers and directors' accounts under the ESOP, and 1,663,296 shares subject to options exercisable within 60 days.

DESCRIPTION OF CAPITAL SHARES

Common Stock

As of February 28, 2000, we had 58,720,700 common shares outstanding held by 83 shareholders of record. Based upon the number of shares outstanding as of February 28, 2000, and giving effect to the issuance of the common shares being offered by us, we will have 67,320,700 common shares outstanding upon the closing of the offering.

Holders of our common shares are entitled to one vote for each share held of record on all matters on which shareholders are entitled or permitted to vote. Our board of directors is divided into three classes, serving staggered three year terms. However, there is no cumulative voting for the election of directors. Holders of our common shares are entitled to receive dividends when and as declared by the board of directors out of funds legally available for dividends. Our loan agreements restrict our ability to pay dividends without the consent of our lenders. Holders of our common shares have no preemptive or subscription rights. There are no conversion rights, redemption rights, sinking fund provisions or fixed dividend rights with respect to our common shares. All of our outstanding common shares are fully paid and nonassessable, and the common shares to be issued upon completion of this offering will be fully paid and nonassessable. As of February 28, 2000, there were 2,936,754 common shares of Entegris held in holdback escrow in accordance with the Consolidation Agreement dated June 1, 1999. The escrow was established to secure certain representations and warranties made by the former shareholders of Fluoroware and Empak upon the combination of the companies. There have been no claims of breach through the date of this filing. The escrow will be liquidated under the terms of the Consolidation Agreement as of June 7, 2000.

Our directors and executive officers as a group beneficially own approximately 19.0% of our outstanding common shares. Upon the completion of the offering, such persons will beneficially own approximately 16.6% of our outstanding common shares. Accordingly, such persons may be able to control our affairs, including, without limitation, the sale of our equity or debt securities, the appointment of officers, the determination of officers' compensation and the determination as to whether to register outstanding securities.

Options And Warrants

Besides options granted under employee options plans, as of February 28, 2000, Marubeni America Corporation and Marubeni Corporation hold options to purchase an aggregate of 214,942 of our common shares at an exercise price of $5.19. Marubeni America Corporation and Marubeni Corporation received the grant, originally for stock of Empak as consideration for their equity interest in EMPAK International, which was merged into Empak in February 1997. The grant was immediately vested and exercisable for ten years. With the consolidation of Empak and Fluoroware to form Entegris, Entegris offered to exchange warrants and options to purchase Fluoroware and Empak stock outstanding at the time of the consolidation for options to purchase Entegris common shares, with terms comparable to the prior options.

Provisions of Our Articles and Bylaws and State Law with Potential Anti-Takeover Effect

The existence of a staggered board, the requirement of a 75% shareholder vote to change the maximum number of directors and the provisions of Minnesota law, described below, could have an anti-takeover effect. These provisions are intended to provide management with flexibility, to enhance the likelihood of continuity and stability in the composition and policies of our board of directors and to discourage an unsolicited takeover of Entegris, if our board of director determines that the takeover is not in the best interests of Entegris and our shareholders. However, these provisions could have the effect of discouraging attempts to acquire Entegris, which could deprive our shareholders of opportunities to sell their common shares at prices higher than prevailing market prices.

Our board of directors is divided into three classes, serving staggered three-year terms. As a result of this division, generally at least two shareholders' meetings will be required for shareholders to effect a change in

control of the board of directors. Also, our bylaws require the approval of 75% of the shareholders present at a shareholders meeting to increase the maximum number of directors to more than nine members. In addition, our bylaws contain provisions that establish specific procedures and requirements for calling meetings of shareholders, appointing and removing members of the board of directors or changing the number of directors on the board.

We are governed by the provisions of Sections 302A.671 and 302A.673 of the Minnesota Business Corporation Act, which are anti-takeover laws. In general, Section 302A.671 provides that the shares of a corporation acquired in a "control share acquisition" have no voting rights unless voting rights are approved in a prescribed manner. A "control share acquisition" is an acquisition, directly or indirectly, of beneficial ownership of shares that would, when added to all other shares beneficially owned by the acquiring person, entitle the acquiring person to have voting power of 20% or more in the election of directors. In general, Section 302A.673 prohibits a publicly-held Minnesota corporation from engaging in a "business combination" with an "interested shareholder" for a period of four years after the date of the transaction in which the person became an interested shareholder, unless the business combination is approved in a prescribed manner. "Business combination" includes mergers, asset sales and other transactions resulting in a financial benefit to the interested shareholder. An "interested shareholder" is a person who is the beneficial owner, directly or indirectly, of 10% or more of the corporation's voting stock, or an affiliate or associate of the corporation and, at any time within four years prior to the date in question, was the beneficial owner, directly or indirectly, of 10% or more of the corporation's voting shares.

Transfer Agent And Registrar

Norwest Bank Minnesota, N.A., is the transfer agent and registrar for our common shares.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our common shares. A significant public market for the Entegris common shares may not develop or be sustained after this offering. Future sales of substantial amounts of Entegris common shares in the public market, or the possibility of such sales occurring, could harm prevailing market prices for the Entegris common shares or our future ability to raise capital through an offering of equity securities.

After this offering, and after taking into account the redemption of 317,446 common shares in March 2000, we will have outstanding 67,003,254 common shares. Of these shares, the 8,600,000 shares to be sold in this offering (9,890,000 shares if the underwriters' over-allotment option is exercised in full) will be freely tradable in the public market without restriction under the Securities Act, unless such shares are held by "affiliates" of Entegris, as that term is defined in Rule 144 under the Securities Act.

The remaining 58,403,254 shares outstanding upon completion of this offering will be "restricted securities" as that term is defined under Rule 144. We issued and sold the restricted shares in private transactions in reliance on exemptions from registration under the Securities Act. Restricted shares may be sold in the public market only if they are registered or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, as summarized below.

A total of 1,285,374 of the restricted shares are available for immediate sale, and an additional 43,716 of the restricted shares will be available for sale 90 days from the date of this offering. We expect that a total of 57,074,164 shares will be subject to lock-up arrangements between the shareholders and us or the underwriters, pursuant to which, the holders of these shares would not offer, sell, pledge or otherwise dispose of, directly or indirectly, or announce their intention to do the same, any common shares or security convertible into, or exchangeable or exercisable for any security of Entegris for a period of 180 days from the date of this offering. However, if the holder of the restricted shares is an individual, he or she may transfer any such securities either during his or her lifetime or on death by will or intestacy to his or her immediate family or to a trust the beneficiaries of which are exclusively the holder of the securities and/or a member of his or her immediate family. We also have entered into an agreement with the underwriters pursuant to which we will not offer, sell or otherwise dispose of common shares for a period of 180 days from the date of this offering. The agreement further provides that we will not file a registration statement on Form S-8 to register our stock option and purchase plans for a period of 180 days after the effective date of this offering. On the date of the expiration of the 180 day lock-up agreements, 6,607,668 shares will be eligible for immediate sale without restriction, and 50,466,496 of the restricted shares will be eligible for immediate sale, although these shares will be subject to certain volume, manner of sale and other limitations under Rule 144. In addition, approximately 4,723,402 of our common shares are subject to immediately exercisable options, and we expect that none of these shares will be eligible for sale in the public market until 180 days following the date of this prospectus.

Following the expiration of such lock-up periods, certain shares issued upon exercise of options we granted prior to the date of this offering will also be available for sale in the public market pursuant to Rule 701 under the Securities Act. Rule 701 permits resales of such shares in reliance upon Rule 144 under the Securities Act but without compliance with certain restrictions, including the holding-period requirement, imposed under Rule 144. In general, under Rule 144 as in effect at the closing of this offering, beginning 90 days after the date of this prospectus, a person, or persons whose shares are aggregated, who has beneficially owned restricted shares for at least one year, including the holding period of any prior owner who is not an affiliate, would be entitled to sell, within any three-month period, a number of shares that does not exceed the greater of (1) 1% of the then-outstanding common shares or (2) the average weekly trading volume of the common shares during the four calendar weeks preceding the filing of a Form 144 with respect to such sale. Sales under Rule 144 are also subject to certain manner of sale and notice requirements and to the availability of current public information about us. Under Rule 144(k), a person who is not deemed to have been an affiliate at any time during the 90 days preceding a sale and who has beneficially owned the shares proposed to be sold for at least two years, including the holding period of any prior owner who is not an Affiliate, is entitled to sell such shares without complying with the manner of sale, public information, volume limitation or notice provisions of Rule 144.

We intend to file, 180 days after the effective date of this offering, a registration statement on Form S-8 to register approximately 14,000,000 common shares reserved for issuance under the Option Plan, the Directors' Plan and the Purchase Plan. The registration statement will become effective automatically upon filing. Shares issued under the foregoing plans, after the filing of a registration statement on Form S-8, may be sold in the open market, subject, in the case of certain holders, to the Rule 144 limitations applicable to affiliates and vesting restrictions imposed by us.

UNDERWRITING

Entegris and the selling shareholders are offering the common shares described in this prospectus through a number of underwriters. Banc of America Securities LLC, Donaldson, Lufkin & Jenrette, Salomon Smith Barney Inc. and U.S. Bancorp Piper Jaffray Inc. are the representatives of the underwriters. Entegris and certain of the selling shareholders have entered into an underwriting agreement with the representatives. Subject to the terms and conditions of the underwriting agreement, Entegris and the selling shareholders have agreed to sell to the underwriters, and each underwriter has severally agreed to purchase, the number of common shares listed next to its name in the following table:

Underwriter	Number of Shares
Banc of America Securities LLC	
Donaldson, Lufkin & Jenrette	
Salomon Smith Barney Inc	
U.S. Bancorp Piper Jaffray Inc	
Total	

Shares sold by the underwriters to the public will initially be offered on the terms set forth on the cover page of this prospectus. The underwriters may allow to selected dealers a concession of not more than $ per share, and the underwriters may also allow, and any other dealers may reallow, a concession of not more than $ per share to other dealers. If all the shares are not sold at the assumed initial public offering price, the underwriters may change the offering price and the other selling terms. The common shares are offered subject to receipt and acceptance by the underwriters and other conditions, including the right to reject orders in whole or in part.

If the underwriters sell more shares than the total number of shares set forth in the table above, they have an option to buy up to a maximum of 1,290,000 additional shares from Entegris and a maximum of 660,000 additional shares from a selling shareholder to cover such sales. The underwriters have 30 days to exercise this option. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above. If purchased, the underwriters will offer such additional shares on the same terms as those on which the shares are being offered. The following table sets forth the per share and total underwriting discounts and commissions to be paid to the underwriters assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

Entegris and holders of substantially all of our outstanding common shares, including all of our executive officers and directors, as well as holders of options to purchase common shares who are senior officers, have agreed with the underwriters not to dispose of or hedge any of their common shares or securities convertible into or exchangeable for common shares during the period from the date of this prospectus continuing through 180 days after the date of this prospectus without the prior written consent of Banc of America Securities LLC. At any time and without notice, Banc of America Securities LLC may, in its sole discretion, release all or any portion of the securities from these lock-up agreements.

The underwriting agreement provides that Entegris and the selling shareholders will indemnify the underwriters against liabilities set forth in that agreement, including civil liabilities under the Securities Act, or will contribute to payments the underwriters may be required to make under that agreement.

At our request, the underwriters have reserved up to of the common shares offered by this prospectus for sale at the initial public offering price to persons having business relationships with us. The number of shares of common stock available to the general public will be reduced to the extent that these persons

purchase the reserved shares. Any reserved common shares that are not purchased by such persons at the closing of the initial public offering will be offered by the underwriters to the general public on the same terms as the other shares in the initial public offering.

In connection with this offering, the underwriters may purchase and sell common shares in the open market. These transactions may include:

- short sales;
- stabilizing transactions; and
- purchases to cover positions created by short sales.

Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in this offering. Stabilizing transactions consist of bids or purchases made for the purpose of preventing or retarding a decline in the market price of the common shares while this offering is in progress.

The underwriters also may impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

The underwriters may engage in activities that stabilize, maintain or otherwise affect the price of the common shares, including:

- over-allotments;
- stabilization;
- syndicate covering transactions; and
- imposition of penalty bids.

As a result of these activities, the price of the common shares may be higher than the price that otherwise might exist in the open market. If the underwriters commence these activities, they may discontinue them at any time. The underwriters may carry out these transactions on the Nasdaq National Market, in the over-the-counter market or otherwise.

The underwriters do not expect sales to discretionary accounts to exceed % of the total number of common shares offered by this prospectus.

Prior to this offering, there has been no public market for the common shares of Entegris. The initial public offering price was negotiated among Entegris and the underwriters. Among the factors considered in such negotiations were:

- the history of, and the prospects for, Entegris and the industry in which it competes;
- the past and present financial performance of Entegris;
- an assessment of Entegris' management;
- the present state of Entegris' development;
- the prospects for Entegris' future earnings;
- the prevailing market conditions of the applicable U.S. securities market at the time of this offering;
- market valuations of publicly traded companies that Entegris and the representatives believe to be comparable to Entegris; and
- other factors deemed relevant.

The total expenses related to this initial public offering of our common shares are estimated to be $1,312,000.

LEGAL MATTERS

The validity of the issuance of the common shares offered by this prospectus will be passed upon for Entegris by Dorsey & Whitney, LLP, Minneapolis, Minnesota. Certain legal matters in connection with the offering will be passed upon for the underwriters by Latham & Watkins, Chicago, Illinois.

EXPERTS

The consolidated balance sheets of Entegris, Inc. and subsidiaries as of August 31, 1999, August 31, 1998 and August 31, 1997, and the related consolidated statements of income, shareholders' equity and cash flows for each of the fiscal years in the three year period ended August 31, 1999, have been included in this prospectus and elsewhere in the registration statement in reliance upon the reports of KPMG LLP and Arthur Andersen LLP, independent public accountants, and upon the authority of said firms as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

A registration statement on Form S-1, including amendments to the registration statement, relating to the common shares offered by this prospectus has been filed by us with the SEC. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. Statements contained in this prospectus as to the contents of any contract or other document referred to are not necessarily complete, and in each instance reference is made to the copy of such contract or other document filed as an exhibit to the registration statement, each such statement being qualified in all respects by such reference. For further information with respect to us and the common shares offered by this prospectus, reference is made to such registration statement, exhibits and schedules. A copy of the registration statement may be inspected by anyone without charge at the public reference facilities maintained by the SEC at 450 Fifth Street, NW, Judiciary Plaza, Washington, D.C. 20549, and copies of all or any part thereof maybe obtained from the SEC upon payment of certain fees prescribed by the Commission. The telephone number for the public reference facilities maintained by the SEC is (800) SEC-0330. The SEC maintains a World Wide Web site that contains reports, proxy and information statements and other information filed electronically with the SEC. The address of the site is http://www.sec.gov.

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REPORT OF INDEPENDENT AUDITORS

The Board of Directors
Entegris, Inc.:

We have audited the accompanying consolidated balance sheet of Entegris, Inc. and subsidiaries as of August 31, 1999, and the related consolidated statements of operations, shareholders' equity, and cash flows for the year then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

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

In our opinion, the consolidated financial statements referred to above represent fairly, in all material respects, the financial position of Entegris, Inc. and subsidiaries as of August 31, 1999, and the results of their operations and their cash flows for the year then ended in conformity with generally accepted accounting principles.

We previously audited and reported on the consolidated balance sheet of Fluoroware, Inc. and subsidiaries as of August 31, 1998 and the related consolidated statements of operations and cash flows for each of the years in the two-year period ended August 31, 1998, prior to their restatement for the 1999 pooling-of-interests. The total assets of Fluoroware, Inc. and subsidiaries at August 31, 1998 represented 67% of the restated totals. The contribution of Fluoroware, Inc. and subsidiaries to revenues and net income represented 60 percent and 37 percent in 1997, and 57 percent and 15 percent in 1998, of the respective restated totals. Separate financial statements of the other company, Empak, Inc. and subsidiaries, included in the 1998 Entegris, Inc. consolidated balance sheet and the 1997 and 1998 consolidated statements of operations, shareholders' equity and cash flows were audited and reported on separately by other auditors whose report dated October 8, 1998 expressed an unqualified opinion on those financial statements.

We also audited the combination of the accompanying consolidated financial statements for the years ended August 31, 1997 and 1998, after restatement for the 1999 pooling of interests. In our opinion, such consolidated statements have been properly combined on the basis described in Note 1 of the notes to the consolidated financial statements.

/s/ KPMG LLP

Minneapolis, Minnesota October 27, 1999, except as to notes 7 and 21, which are as of December 22, 1999 and March 31, 2000

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To Empak, Inc. and Subsidiaries:

We have audited the consolidated balance sheet of Empak, Inc. (a Minnesota corporation) and Subsidiaries as of August 31, 1998, and the related consolidated statements of operations, shareholders' equity and cash flows for each of the years ended August 31, 1998 and 1997, not presented separately herein. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above, not separately presented herein, present fairly, in all material respects, the financial position of Empak, Inc. and Subsidiaries as of August 31, 1998, and the results of their operations and their cash flows for each of the years ended August 31, 1998 and 1997, in conformity with generally accepted accounting principles.

/s/ Arthur Andersen LLP

Denver, Colorado
October 8, 1998

ENTEGRIS, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(Dollars in thousands)

	August 31		February 28,
	1998	1999	2000
			(Unaudited)
ASSETS			
Current assets:			
Cash and cash equivalents	$ 8,235	$ 16,411	$ 25,029
Trade accounts receivable, net of allowance for doubtful accounts of $1,322, $1,205 and $1,311, respectively	30,832	34,795	40,849
Trade accounts receivable due from affiliates	6,646	8,099	16,512
Inventories	36,935	35,047	35,132
Refundable income taxes	2,395	--	--
Deferred tax assets	6,688	6,276	6,241
Other current assets	4,890	4,737	5,805
Total current assets	96,621	105,365	129,568
Property, plant and equipment, net	133,323	117,624	112,200
Other assets:			
Investments in affiliates	13,013	10,421	13,576
Intangible assets, less accumulated amortization of $2,236, $3,217 and $3,811, respectively	7,368	6,318	8,389
Investments in marketable securities	387	860	1,067
Other	2,229	1,476	1,740
Total assets	$252,941	$242,064	$266,540
LIABILITIES AND SHAREHOLDERS' EQUITY			
Current liabilities:			
Current maturities of long-term debt	$ 8,685	$ 6,566	$ 6,336
Current maturities of capital lease obligations	2,333	2,642	2,430
Short-term borrowings	10,019	8,439	8,021
Accounts payable	12,568	10,548	14,162
Accrued liabilities	21,239	26,780	28,723
Income tax payable	--	1,530	392
Total current liabilities	54,844	56,505	60,064
Long-term debt, less current maturities	67,547	48,023	46,274
Capital lease obligations, less current maturities	5,695	5,807	4,496
Deferred tax liabilities	5,255	6,139	8,982
Minority interest in subsidiaries	1,201	907	3,755
Shareholders' equity:			
Common stock, par value $.01; 200,000,000 shares authorized. Issued and outstanding shares; 30,276,614, 29,999,979 and 58,720,700, respectively	303	300	587
Additional paid-in capital	15,066	15,066	14,853
Retained earnings	105,351	109,385	127,759
Accumulated other comprehensive loss	(2,321)	(68)	(230)
Total shareholders' equity	118,399	124,683	142,969
Commitments and contingent liabilities			
Total liabilities and shareholders' equity	$252,941	$242,064	$266,540

See the accompanying notes to consolidated financial statements.

ENTEGRIS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
(Dollars in thousands, except per share data)

	Year Ended August 31,			Six Months Ended February 28,	
	1997	1998	1999	1999	2000
				(Unaudited)	
Net sales	$277,290	$266,591	$241,952	$111,590	$156,662
Cost of sales	161,732	156,508	148,106	72,026	85,260
Gross profit	115,558	110,083	93,846	39,564	71,402
Selling, general and administrative expenses	62,384	65,536	64,336	28,896	34,962
Engineering, research and development expenses	17,986	19,912	14,565	7,571	6,234
Operating profit	35,188	24,635	14,945	3,097	30,206
Interest expense, net	6,652	6,995	5,498	3,040	2,020
Other (income) expense, net	2,201	(273)	(1,850)	(1,312)	(6,282)
Income before income taxes and other items below	26,335	17,913	11,297	1,369	34,468
Income tax expense	10,578	4,536	4,380	89	11,589
Equity in net (income) loss of affiliates	(1,750)	119	1,587	1,196	(582)
Minority interest in subsidiaries' net income (loss)	572	176	(399)	(15)	348
Net income	$ 16,934	$ 13,083	$ 5,729	$ 100	$ 23,113
Earnings per common share:					
Basic	$ 0.28	$ 0.22	$ 0.10	$ 0.00	$ 0.39
Diluted	$ 0.27	$ 0.21	$ 0.09	$ 0.00	$ 0.36

See the accompanying notes to consolidated financial statements.

ENTEGRIS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(in thousands)

	Common Stock						
	Number of Shares	Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total	Comprehensive income
Balance at August 31, 1996	29,269	$293	$ 2,743	$ 80,129	$ (462)	$ 82,703	
Repurchase and retirement of shares	(385)	(4)	--	(2,221)	--	(2,225)	
Issuance of stock for merger	1,210	12	10,719	--	--	10,731	
Shares issues pursuant to stock options exercised	293	3	337	--	--	340	
Options granted below fair value	--	--	968	--	--	968	
Foreign currency translation adjustment	--	--	--	--	(278)	(278)	$ (278)
Increase in unrealized holding gain on marketable securities	--	--	--	--	209	209	209
Net income	--	--	--	16,934	--	16,934	16,934
Total comprehensive income							$16,865
Balance at August 31, 1997	30,387	304	14,767	94,842	(531)	109,382	
Repurchase and retirement of shares	(405)	(4)	--	(2,574)	--	(2,578)	
Shares issues pursuant to stock options exercised	295	3	299	--	--	302	
Foreign currency translation adjustment		--	--	--	(1,622)	(1,622)	$(1,622)
Decrease in unrealized holding gain on marketable securities	--	--	--	--	(168)	(168)	(168)
Net income	--	--	--	13,083	--	13,083	13,083
Total comprehensive income							$11,293
Balance at August 31, 1998	30,277	303	15,066	105,351	(2,321)	118,399	
Repurchase and retirement of shares	(277)	(3)	--	(1,107)	--	(1,110)	
Dilution of ownership on equity investment	--	--	--	(588)	--	(588)	
Foreign currency translation adjustment	--	--	--	--	1,792	1,792	$ 1,792
Increase in unrealized holding gain on marketable securities	--	--	--	--	461	461	461
Net income	--	--	--	5,729	--	5,729	5,729
Total comprehensive income							$ 7,982
Balance at August 31, 1999	30,000	300	15,066	109,385	(68)	124,683	
Repurchase and retirement of shares (unaudited)	(662)	(6)	--	(8,262)	--	(8,268)	
Shares issues pursuant to stock options exercised							

(unaudited).....	22	--	80	--	--	80	
Dilution of ownership on investments (unaudited).....	--	--	--	3,523	--	3,523	
Foreign currency translation adjustment (unaudited).....	--	--	--	--	(138)	(138)	$ (138)
Decrease in unrealized holding gain on marketable securities (unaudited).....	--	--	--	--	(24)	(24)	(24)
Net income (unaudited).....	--	--	--	24,113	--	24,113	24,113
Stock split adjustment (unaudited).....	29,361	293	(293)	--	--	--	
Total comprehensive income (unaudited)...							$23,951
Balance at February 28, 2000 (unaudited).....	58,721	$587	$14,853	$128,759	$ (230)	$143,969	

See the accompanying notes to consolidated financial statements.

ENTEGRIS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollars in thousands)

	Year Ended August 31,			Six Months Ended February 28,	
	1997	1998	1999	1999	2000
				(Unaudited)	
Operating Activities:					
Net income	$16,934	$13,083	$ 5,729	$ 100	$23,113
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation and amortization	23,395	26,591	28,810	13,670	13,369
Asset impairment	--	425	1,996	--	1,287
Provision for doubtful accounts	404	57	213	245	106
Provision for deferred income taxes	261	667	1,296	--	2,879
Stock option compensation expense	968	--	--	--	--
Equity in net (income) loss of affiliates	(1,750)	119	1,587	1,196	(582)
Loss (gain) on sale of property and equipment	112	(360)	543	(16)	611
Gain on sale of investment in affiliate	--	--	--	--	(5,468)
Minority interest in subsidiaries' net income (loss)	572	176	(399)	(15)	348
Changes in operating assets and liabilities:					
Trade accounts receivable	(3,703)	8,096	(5,629)	(1,516)	(14,308)
Inventories	(4,402)	7,122	1,888	2,624	(85)
Accounts payable and accrued liabilities	4,771	(11,685)	3,520	1,611	5,217
Other current assets	(8,807)	5,457	152	(3,887)	(1,067)
Accrued income taxes	798	(4,094)	3,925	(353)	(1,119)
Other	(1,064)	255	(222)	(400)	(139)
Net cash provided by operating activities	28,491	45,909	43,409	13,259	24,162
Investing Activities:					
Acquisition of property and equipment	(44,928)	(33,512)	(10,079)	(5,178)	(7,323)
Purchase of intangible assets	(695)	(618)	(621)	(21)	(2,013)
Proceeds from sales of property and equipment	315	343	1,285	493	290
Proceeds from sale of investment in affiliate	--	--	--	--	7,399
(Decrease) increase in investment in affiliates	(1,012)	(213)	159	--	(1,840)
Net cash used in investing activities	(46,321)	(34,000)	(9,256)	(4,706)	(3,487)
Financing Activities:					
Principal payments on short-term borrowings and long-term debt	(9,507)	(28,567)	(32,339)	(14,165)	(6,155)
Proceeds from short-term borrowings and long-term debt	29,193	15,895	6,382	2,373	2,312
Issuance of common stock	389	302	--	--	80
Repurchase of common stock	(2,225)	(2,578)	(1,110)	(1,110)	(8,268)
Net cash provided by (used in) financing activities	17,851	(14,948)	(27,067)	(12,902)	(12,031)
Effect of exchange rate changes on cash and cash equivalents	82	(80)	1,090	940	(26)
(Decrease) increase in cash and cash equivalents	103	(3,119)	8,176	(3,409)	8,618
Cash and cash equivalents at beginning of period	11,251	11,354	8,235	8,235	16,411
Cash and cash equivalents at end of period	$11,354	$ 8,235	$16,411	$ 4,825	$25,029

See accompanying notes to consolidated financial statements.

(1) Summary of Significant Accounting Policies

(a) Principles of Consolidation and Basis of Presentation

Entegris, Inc. (the Company) is a worldwide leader in providing advanced materials management products using polymers developed for applications in the microelectronics industry and other targeted markets. The accompanying consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries, Fluoroware, Inc., Empak, Inc., Fluoroware Jamaica, Ltd. and Empak Bermuda, both foreign sales corporations (FSC), Fluoroware PEI, Inc., Empak GmbH, Fluoroware Europa GmbH, Empak Hanbal Korea, Empak Korea Yuhan Hoesa, Empak UK, and Empak Malaysia. The results of operations of Nippon Fluoroware K.K., a 90% owned subsidiary, Fluoroware GmbH, a 90% owned subsidiary, Fluoroware Southeast Asia Pte Ltd., a 70% owned subsidiary; Fluoroware Valqua Japan K.K., a 51% owned subsidiary, and Unified Container Solutions, Inc., an 80% owned subsidiary of the Company, have also been consolidated with the Company's results. See Notes 21 and 22 regarding transactions subsequent to August 31, 1999 which affect certain of preceding information.

The Company's fiscal year is a 52 or 53 week period ending on the last Saturday in August. Fiscal years 1997, 1998 and 1999 ended on August 30, 1997, August 29, 1998 and August 28, 1999, respectively. For convenience, the accompanying financial statements have been presented as ending on the last day of the month.

The unaudited interim consolidated financial statements for the six months ended February 28, 1999 and 2000, have been prepared on the same basis as the audited financial statements and, in the opinion of management, reflect all normal recurring adjustments necessary to present fairly the financial information set forth therein, in accordance with generally accepted accounting principles. The results of operations for the six months ended February 28, 2000 are not necessarily indicative of the operating results to be expected for the year ended August 31, 2000.

(b) Business Combination

On June 7, 1999, Fluoroware, Inc. and Empak, Inc. completed a business combination which resulted in the formation of Entegris, Inc., a new corporation formed for the purpose of effecting the business combination. Entegris, Inc. issued 36 million shares of its common stock in exchange for 100% of the outstanding shares of Fluoroware, Inc. and 24 million shares in exchange for 100% of the outstanding shares of Empak, Inc.

For financial reporting purposes, the business combination has been recorded using the pooling-of-interests method of accounting under generally accepted accounting principles. Accordingly, the historical financial statements of Entegris, Inc. include the historical accounts and results of operations of Empak, Inc. and subsidiaries and Fluoroware, Inc. and subsidiaries as if the business combination had been in effect for all periods presented.

The results of operations for the separate companies and combined amounts presented in the consolidated financial statements are as follows:

	1997	1998	1999
Net sales:			
Fluoroware, Inc.	$165,772	152,805	141,758
Empak, Inc.	111,518	113,786	100,194
Combined	$277,290	266,591	241,952
Net income before merger-related expenses, impairment of asset charges and adjustments recorded to conform accounting methods:			
Fluoroware, Inc.	$ 6,056	1,940	149
Empak, Inc.	10,741	11,414	9,843
Combined	$ 16,797	13,354	9,992
Net income (loss):			
Fluoroware, Inc.	$ 6,202	1,724	(3,630)
Empak, Inc.	10,732	11,359	9,359
Combined	$ 16,934	13,083	5,729

Adjustments to conform the companies' methods of depreciation reduced combined net income for the years ended August 31, 1998 and 1999 by approximately $0.5 million and $1.9 million, respectively.

Expenses related to the business combination were approximately $3.6 million for 1999, of which approximately $2.6 million is in accrued liabilities at August 31, 1999. In addition, the Company recorded asset impairment charges related to the business combination of approximately $1.3 million during 1999.

(c) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, demand deposits, and short-term investments with original maturities of three months or less.

(d) Inventories

Inventories are stated at the lower of cost or market. Cost is determined by the last-in, first-out (LIFO) method for approximately 78% and 73% of total inventories at August 31, 1998 and 1999, respectively. Inventories not valued at LIFO are recorded using the first-in, first-out method.

(e) Property, Plant, and Equipment

Property, plant, and equipment are carried at cost and are depreciated principally on the straight-line method. When assets are retired or disposed of, the cost and related accumulated depreciation are removed from the accounts, and gains or losses are recognized in the same period. Maintenance and repairs are expensed as incurred; significant renewals and betterments are capitalized.

(f) Capitalized Software

The Company capitalizes certain costs associated with significant software obtained and developed for internal use. Certain costs are capitalized when both the preliminary project stage is completed and management

deems the project will be completed and used to perform the intended function. Capitalization of such costs ceases no later than the point at which the project is substantially complete and ready for its intended purpose.

Capitalized software costs are amortized over the estimated useful life of the project which is generally 4 to 5 years. Capitalized software of approximately $4.6 million was included in office furniture and equipment as of August 31, 1998 and 1999.

(g) Investments in Non-consolidated Affiliates

The Company accounts for its investments in its 30.0% and 20.8% owned affiliates, FJV (Korea) Ltd. and Metron Technology N.V. (Metron) (see Note 21), respectively, using the equity method. The Company's investment in Metron is accounted for using a three-month lag due to Metron's May year end.

(h) Intangible Assets

Patents, trademarks and goodwill are carried at cost, less accumulated amortization, and are being amortized over 5 to 17 year periods, using the straight-line method. Costs associated with bond and debt issuance are carried at cost, less accumulated amortization, and are being amortized on a straight-line basis over the life of the applicable bond or debt instrument, which is 10 to 15 years.

The carrying value of intangible assets is reviewed when circumstances suggest that there has been possible impairment. If this review indicates that intangible assets will not be recoverable based on the estimated undiscounted cash flows over the remaining amortization period, the carrying value of intangible assets is reduced to estimated fair value.

(i) Investments in Marketable Securities

Certain of the Company's investments are classified as available-for-sale, and accordingly, any unrealized holding gains and losses, net of taxes, are excluded from income, and recognized as a separate component of shareholders' equity until realized. Fair market value of the securities is determined based on published market prices. At August 31, 1999, the gross unrealized gains on marketable securities were $0.5 million.

(j) Foreign Currency Translation

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

(k) Revenue Recognition/Concentration of Risk

Revenue and the related cost of sales are recognized upon shipment of the products. The Company provides for estimated returns and warranty obligations when the revenue is recorded. The Company sells its products to semiconductor manufacturing companies throughout the world. The Company performs continuing credit evaluations of its customers and, generally, does not require collateral. Letters of credit may be required from its customers in certain circumstances. The Company maintains an allowance for doubtful accounts which management believes is adequate to cover any losses on trade receivables.

Certain of the materials included in the Company's products are obtained from a single source or a limited group of suppliers. Although the Company seeks to reduce dependence on those sole and limited source suppliers, the partial or complete loss of certain of these sources could have at least a temporary adverse effect

on the Company's results of operations. Furthermore, a significant increase in the price of one or more of these components could adversely affect the Company's results of operations.

(l) Income Taxes

Deferred income taxes are provided in amounts sufficient to give effect to temporary differences between financial and tax reporting. The Company accounts for tax credits as reductions of income tax expense in the year in which such credits are allowable for tax purposes.

The Company utilizes the asset and liability method for computing its deferred income taxes. Under the asset and liability method, deferred tax assets and liabilities are based on the temporary difference between the financial statement and tax basis of assets and liabilities and the enacted tax rates expected to apply to taxable income in the years in which these temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

(m) Long-lived Assets

Long-lived assets and certain identifiable intangibles are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable based on estimated future undiscounted cash flows. The Company recorded impairment charges on molds of approximately $0.4 million and $1.4 million for 1998 and 1999, respectively. In addition, the Company recorded impairment losses on equipment of approximately $0.6 million for 1999. All impairment losses are included in the Company's selling, general and administrative expenses.

(n) Earnings per Share

Basic EPS is computed by dividing net income by the weighted average number of common shares outstanding. Diluted EPS is computed by dividing net income by the weighted average number of common shares outstanding and all potential dilutive securities outstanding. The dilutive effect of options is determined under the treasury stock method and is included only where the effect would be dilutive.

(o) Accounting Estimates

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

(p) Stock-based Compensation

The Company accounts for stock-based compensation under Accounting Principles Board (APB) Opinion No. 25, Accounting for Stock Issued to Employees. APB No. 25 requires compensation cost to be recorded on the date of the grant only if the current market price of the underlying stock exceeds the exercise price. The Company has adopted the disclosure-only provisions of SFAS No. 123, Accounting for Stock-based Compensation.

(q) Comprehensive Income

Comprehensive income (loss) represents the change in shareholders' equity resulting from other than shareholder investments and distributions. The Company's foreign currency translation adjustments and unrealized gains and losses on marketable securities are included in accumulated comprehensive income (loss). The effect of deferred taxes on other comprehensive income (loss) is not material.

(r) Recent Accounting Pronouncements

In June 1998, FASB issued SFAS No. 133, Accounting for Derivative Instruments and Hedging Activities, which, as amended, becomes effective for fiscal years beginning after June 15, 2000. The pronouncement requires companies to record derivatives on the balance sheet as assets or liabilities, measured at fair value. Gains or losses resulting from changes in the value of those derivatives would be accounted for depending on the use of derivatives and whether it qualifies for hedge accounting. The Company is presently analyzing this statement and the impact, if any, on the Company's financial statements.

In December 1999, the Securities and Exchange Commission (SEC) released Staff Accounting Bulletin (SAB) No. 101, Revenue Recognition in Financial Statements. This bulletin summarizes certain interpretations and practices followed by the SEC in administering the disclosure requirements of the federal securities laws in applying generally accepted accounting principles to revenue recognition in financial statements. The Company believes this bulletin will not have an impact on our consolidated financial position, results of operations or cash flows.

(2) Acquisitions

On April 30, 1998, the Company acquired all the common stock of Hanbal Korea, a Korean corporation, for a nominal amount. Subsequent to the acquisition, the Company contributed additional capital of $2.3 million. The acquisition has been accounted for under the purchase method of accounting. The excess of the purchase price over the net book value of the common stock acquired was $0.8 million and was allocated to goodwill. Results of operations of Hanbal Korea are included in the consolidated financial statements subsequent to April 30, 1998.

On January 26, 1998, the Company acquired an additional 37.5% interest in Nippon Fluoroware K.K. for $0.9 million.

(3) Inventories

Inventories consist of the following (in thousands):

	1998	1999
Raw materials	$ 7,564	$ 7,194
Work-in-process	876	4,377
Finished goods	28,161	22,703
Supplies	334	773
	$ 36,935	$35,047

If the first-in, first-out (FIFO) cost method had been used by the company, inventories would have been $4.5 million and $4.9 million higher at August 29, 1998 and August 28, 1999, respectively.

During fiscal 1998 and 1999, inventory quantities were reduced, which resulted in a liquidation of LIFO inventory layers carried at lower costs than those prevailing in prior years. The effect of this liquidation was to increase income before income taxes in fiscal 1998 and 1999 by approximately $1.0 million and $1.6 million, respectively.

(4) Property, Plant, and Equipment

Property, plant, and equipment, together with annual depreciation lives, consist of the following (in thousands):

	1998	1999	Estimated Useful Lives
Land	$ 6,268	$ 7,307	
Buildings and improvements	53,117	55,349	5-35
Manufacturing equipment	80,127	77,625	5-10
Molds	65,174	68,352	3-5
Office furniture and equipment	32,213	34,291	3-8
	236,900	242,924	
Less accumulated depreciation	103,577	125,300	
	$ 133,323	$117,624	

Depreciation expense was $22.9 million, $25.6 million and $27.8 million in 1997, 1998 and 1999, respectively.

(5) Investments in Affiliates

The investment in Metron was reduced from 37.5% to 32.8% in 1999 due to the dilution of ownership resulting from an acquisition by Metron. The Company recorded this $0.6 million reduction in its investment through retained earnings in fiscal 1999. This ownership percentage was further reduced in November 1999 as explained in Note 22. A summary of assets, liabilities, and results of operations for Metron, a 32.8% owned affiliate accounted for using the equity method, is as follows (in thousands):

	May 31, 1998	May 31, 1999
Current assets	$ 97,859	$ 86,713
Noncurrent assets, net	16,302	12,912
Current liabilities	73,390	64,930
Noncurrent liabilities	2,722	2,743
Total shareholders' equity	$ 38,049	$ 31,952

	Fiscal Years Ended May 31, 1998	Fiscal Years Ended May 31, 1999
Net sales	$275,024	$228,121
Net income (loss)	$ 1,102	$ (4,534)

Metron operates mainly in Europe, Asia Pacific, and the United States. Sales to Metron were $34.6 million, $31.8 million and $34.6 million in 1997, 1998 and 1999, respectively. Trade accounts receivable relating to these sales as of August 31, 1998 and 1999 were $6.6 million and $8.1 million, respectively.

The Company also has a 30% investment in FJV (Korea) Ltd. Neither this investment nor FJV (Korea) Ltd.'s financial statements are material.

(6) Accrued Liabilities

Accrued liabilities consist of the following (in thousands):

	1998	1999
Payroll and related benefits	$ 8,061	$ 6,896
Insurance	1,440	2,248
Taxes, other than income taxes	1,384	1,472
Pension	2,377	3,218
Interest	829	570
Other	7,148	12,376
	$ 21,239	$26,780

(7) Long-term Debt

Long-term debt consists of the following (in thousands):

	1998	1999
Unsecured senior notes payable in various semiannual principal installments, including semiannual interest installments at 7.42% through February 2011	$20,000	$19,200
Unsecured reducing revolving commitments with two commercial banks for aggregate borrowing of $35,833 with interest only payable monthly at 6.43% to 8.50% during 1999, based on a factor of the banks' reference rates	13,400	--
Stock redemption notes payable in various installments along with monthly interest of 6%, 8%, and 9% through December 2010	9,112	8,490
Unsecured senior notes payable in various quarterly principal installments, including monthly interest installments at 9.46% through February 2005	8,900	8,400
Mortgage loans payable in monthly installments of $55 including principal and interest at 8.75% and 9.95% through July 2000 and July 2008; secured by land and buildings	2,758	2,331
Commercial loans payable on a monthly basis in principal installments of $271, with interest ranging from 1.925% to 9.0% and various maturities through September 2015	7,929	5,391
Commercial loan payable on a semiannual basis in principal installments of $252 and interest ranging from 4.9% to 6% and various maturities through December 2007	4,446	3,416
Industrial Revenue Bonds payable on a semiannual basis with principal installments of $50 through October 2012, and variable interest ranging from 3.10% to 4.35%	1,550	1,450
Note payable to Marubeni Corporation, interest at 9.07%, due monthly; balloon payment of $3,913 due March 2002; secured by building	4,804	4,543
Other	3,333	1,368
Total	76,232	54,589
Less current maturities	8,685	6,566
	$67,547	$48,023

Annual maturities of long-term debt as of August 31, 1999, are as follows (in thousands):

Year Ended August 31,	
2000	$ 6,566
2001	6,791
2002	9,167
2003	4,927
2004	5,434
Thereafter	21,703
	$ 54,589

Subsequent to year end through December 22, 1999, the Company signed new debt agreements which replaced the unsecured senior notes payable and the unsecured reducing revolving commitments. These new agreements contain substantially identical terms as the former agreements. The new agreements require the Company to maintain certain quarterly financial covenants beginning with the quarter ending February 28, 2000.

(8) Short-term Bank Borrowings

The Company has a revolving commitment with three commercial banks for aggregate borrowings of $25 million with interest at the LIBOR rate (5.4% at August 31, 1999), plus 2.0%, or at prime (8.25% at August 31, 1999). During 1999 interest ranged between 7.75% and 8.5%. The balance outstanding under this commitment was $5.0 million and $0 at August 31, 1998 and 1999, respectively.

The Company has entered into line of credit agreements with six international commercial banks, which provide for aggregate borrowings of 5.1 million Deutsche marks, 5.0 million Malaysia ringgits, 0.5 million Singapore dollars and 850 million yen for its foreign subsidiaries, which is equivalent to $12.0 million as of August 31, 1999. Interest rates for these facilities are based on a factor of the banks' reference rates and ranged from 1.625% to 9.5% during 1999. Borrowings outstanding under these line of credit agreements at August 31, 1998 and 1999, were $5.0 million and $8.4 million, respectively.

(9) Lease Commitments

The Company is obligated under noncancellable lease agreements for certain equipment and buildings. Future minimum lease payments for all capital and operating leases with initial or remaining terms in excess of one year at August 31, 1999 are as follows (in thousands):

Year Ended August 31,	Operating	Capital	Total
2000	$ 4,359	$ 3,150	$ 7,508
2001	3,491	2,836	6,328
2002	2,387	1,433	3,820
2003	1,205	707	1,911
2004	1,212	489	1,701
Thereafter	1,247	1,120	2,368
Total minimum lease payments	$13,900	$ 9,735	$23,636
Less amount representing interest imputed at rates ranging from 5% to 9%		1,286	
Capital lease obligations, including current maturities of $2,641		$ 8,449	

Equipment under capital lease is summarized as follows (in thousands):

	1998	1999
Cost	$14,163	$16,367
Less accumulated depreciation	4,632	6,145
	$ 9,530	$10,222

Total rental expense for all equipment and building operating leases was $2.5 million, $4.3 million and $6.1 million in 1997, 1998 and 1999, respectively. See note 20(a) for related party leases included above.

(10) Interest Expense, net

Interest expense, net consists of the following (in thousands):

	1997	1998	1999
Interest expense	$ 6,747	$ 7,111	$ 6,441
Less interest income	95	116	943
Interest expense, net	$ 6,652	$ 6,995	$ 5,498

(11) Other Income (Expense), net

Other income (expense), net consists the following (in thousands):

	1997	1998	1999
Gain (loss) on sale of property and equipment	$ (112)	$ 1,225	$ (543)
Gain (loss) on foreign currency exchange	--	(904)	1,121
Other, net	(2,089)	(48)	1,272
	$(2,201)	$ 273	$ 1,850

(12) Income Taxes

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

	1997	1998	1999
Domestic	$26,974	$16,634	$ 7,592
Foreign	(639)	1,279	3,705
	$26,335	$17,913	$11,297

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

	1997	1998	1999
Current:			
Federal	$ 8,541	$ 2,919	$ 2,790
State	1,018	876	495
Foreign	842	280	1,343
	10,401	4,075	4,628
Deferred:			
Federal	150	546	(264)
State	27	(85)	16
	177	461	(248)
	$10,578	$ 4,536	$ 4,380

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities at August 31, 1998 and 1999 are as follows (in thousands):

	1998	1999
Net current deferred tax assets:		
Allowance for doubtful accounts	$ 1,056	$ 749
Inventory reserve	2,284	2,449
Accruals not currently deductible for tax purposes	3,008	2,549
Other, net	340	529
Total current deferred tax assets	6,688	6,276
Non-current deferred tax liabilities:		
Accelerated depreciation	(5,841)	(7,098)
Capital leases	(502)	(519)
DISC earnings	(967)	(860)
Accruals not currently deductible for tax purposes	914	453
Other, net	1,141	1,886
Total gross deferred tax liabilities	(5,255)	(6,139)
Net deferred tax assets	$ 1,433	$ 137

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. Based upon the level of historical taxable income and projections for future taxable income over the periods during which deferred tax assets are deductible, the Company believes it is more likely than not that the benefit of these deductible differences will be realized.

Actual income tax expense differs from the expected amounts based upon the statutory federal tax rates as follows:

	1997	1998	1999
Expected federal income tax at statutory rate	35.0%	35.0%	35.0%
State income taxes, net of federal tax effect	2.8	2.5	2.9
Effect of foreign source income	2.7	2.1	6.3
Foreign sales corporation income not subject to tax	(4.1)	(5.5)	(6.2)
Research tax credit	(2.6)	(5.2)	(3.1)
Foreign losses not previously benefited	--	(5.1)	--
Discontinued use of domestic sales corporation	2.4	--	--
Other items, net	4.0	1.5	3.9
	40.2%	25.3%	38.8%

(13) Employee Stock Ownership Plan and Trust

Entegris maintains an Employee Stock Ownership Plan and Trust (ESOT).

In August 1985, the ESOT purchased 23,158,464 shares of common stock of the Company from a shareholder. The ESOT borrowed funds, guaranteed by the Company, for $3.6 million and obtained additional contributions to fund this purchase in October 1985. In August 1989, the ESOT borrowed additional funds of $1.2 million guaranteed by the Company, to purchase an additional 4,631,692 shares of common stock from a stockholder.

Employer contributions to the ESOT are determined from time to time by the Board of Directors at its discretion, and are made without regard to the profits of the Company. Contributions shall not exceed the

amount allowable by the Internal Revenue Code. No contributions were made to the ESOT for 1997, 1998 or 1999.

Employer contributions are allocated to separate accounts maintained for each participant in the proportion that the total qualified compensation of each participant bears to the total qualified compensation for all participants. Each participant's account is adjusted, at least annually, to reflect investment gains or losses.

The ESOT shares were 23,833,718 and 23,253,598 as of August 31, 1998 and 1999, respectively.

The ESOT plan contains a put option, whereby the Company agrees to purchase the vested shares distributed to terminated participants or their estates, at the appraised value of the shares as of the second August 31 following termination, or after the first August 31 upon death, disability, or attainment of age 65. The fair value of shares was estimated by an independent appraiser to be $3.15, $2.01 and $6.25 as of August 31, 1997, 1998 and 1999, respectively.

On August 20, 1998, the Board of Directors approved a change to the distribution procedures, whereby a corporate bylaw restriction was eliminated. The impact of this restriction elimination allows participants (beneficiaries and alternate payees) to receive their distribution in Company stock. This change was effective for distributions based on the August 31, 1998 valuation.

(14) Pension and 401(k) Savings Plans

Entegris, Inc. has a defined contribution pension plan covering eligible employees. Contributions under this plan are determined by a formula set forth in the plan agreement. Total pension costs for 1997, 1998 and 1999 related to this plan were $2.2 million, $1.7 million and $2.0 million, respectively.

The Company maintains 401(k) employee savings plans (the Plans) that qualify as deferred salary arrangements under Section 401(k) of the Internal Revenue Code. Under the Plans, eligible employees may defer a portion of their pretax wages, up to the Internal Revenue Service annual contribution limit. The Company matches 50% of the employee's contribution, up to a maximum of 6% of the employee's eligible wages. The Board of Directors may, at its discretion, declare a profit sharing contribution in addition to the matching contribution, but all contributions are limited to the maximum amount deductible for federal income tax purposes. The employer profit sharing and matching contribution expense under the Plans was $1.5 million, $1.6 million and $1.8 million in 1997, 1998 and 1999, respectively.

(15)Stock Option Plans

In August 1999, Entegris, Inc. established the Entegris, Inc. 1999 Long-Term Incentive and Stock Option Plan (the 1999 Plan) and the Entegris, Inc. Outside Directors' Stock Option Plan (the Directors' Plan). These plans replaced similar plans in effect prior to the business combination described in Note 1(b). The maximum aggregate number of shares that may be granted under the plans is 9,000,000 and 1,000,000, respectively. The Plans state that the exercise price for these shares shall not be less than 100% of the fair market value of the common stock on the date of grant of such option.

On February 12, 1998, 10-year stock options were granted at a price equal to the most recent fair market appraised value. Some of the options became immediately exercisable while others are exercisable on a cumulative basis at a rate of 25% per year.

Prior to the effective date of this offering, the Company intends to amend the Directors' Plan so that each outside director shall automatically be granted an option to purchase 15,000 shares upon the date the individual becomes a director. Annually, each outside director will automatically be given an option to purchase 6,000 shares. Options will be exercisable six months subsequent to the date of grant. The term of the option shall be ten years. The Plan states that the exercise price for these shares shall not be less than 100% of the fair market value of the common stock on the date of grant of such option.

Option activity for the 1999 Plan and the Directors' Plan is summarized as follows (shares in thousands):

	1997		1998		1999	
	Number of shares	Option price	Number of shares	Option price	Number of shares	Option price
Options outstanding, beginning of year	1,952	$1.46	1,810	$1.43	6,010	$2.72
Granted	92	1.37	4,610	3.15	--	--
Canceled	(234)	1.50	(410)	2.01	(111)	2.57
Options outstanding, end of year	1,810	$1.43	6,010	$2.72	5,899	$2.72
Options exercisable, end of year	452	$1.38	2,769	$2.45	3,855	$2.54
Options available for grant, end of year	8,190		3,990		4,101	

At August 31, 1999, the exercise price for 4,454,000 options outstanding, with a weighted average remaining contractual life of 8.5 years, was $3.15 and the exercise prices for 1,445,000 options outstanding, with a weighted average remaining life of 6.5 years, ranged from $0.96 to $1.50. At August 31, 1999, 2,527,000 options were exercisable at $3.15 and 1,328,000 options were excercisable at prices ranging from $0.96 to $1.50. No options were exercised in 1997, 1998 or 1999.

The Company determined pro forma compensation expense under the provisions of SFAS No. 123 using the Black-Scholes pricing model and the following assumptions:

	5 Year	8 Year	10 Year
Expected dividend yield	0%	0%	0%
Expected stock price volatility	0%	0%	0%
Risk-free interest rate	5.32-5.47%	6.33-6.86%	5.39-5.96%
Expected life	5 years	8 years	10 years

Had compensation cost for option grants been determined consistent with SFAS No. 123, the Company's net income, on a pro forma basis, would have been as follows (in thousands, except per share data):

	1997	1998	1999
Net income, as reported	$16,934	$13,083	$5,729
Pro forma net income	16,610	10,018	4,603
Basic net earnings per share, as reported	0.28	0.22	0.10
Pro forma basic net earnings per share	0.27	0.17	0.08
Diluted net earnings per share, as reported	0.27	0.21	0.09
Pro forma diluted net earnings per share	0.27	0.16	0.07

The weighted average fair value of options granted during the years ended August 31, 1997 and 1998 with exercise prices equal to the market price at the date of grant was $0.84 and $1.33 per share, respectively.

(16) Earnings per Share

Basic earnings per share is based upon the weighted average common shares outstanding during each year. Diluted earnings per share is based upon the weighted average common shares outstanding and dilutive common stock equivalent shares outstanding during each year. The following table presents a reconciliation of the denominators used in the computation of basic and diluted earnings per share (in thousands):

	1997	1998	1999
Basic earnings per share--Weighted common shares outstanding	60,419	60,714	60,171
Weighted common shares assumed upon exercise of stock options	1,819	745	1,950
Diluted earnings per share--Weighted common shares and potential common shares outstanding	62,238	61,459	62,121

(17)Segment Information

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

The following table summarizes total net sales, based upon the country from which sales were made, and long-lived assets attributed to significant countries for 1997, 1998 and 1999, respectively (in thousands):

	1997	1998	1999
Net sales:			
United States	$252,230	$217,171	$176,345
Japan	13,232	19,129	20,337
Germany	10,103	18,853	26,278
Malaysia	818	5,828	12,100
Korea	--	1,249	2,443
Singapore	907	4,361	4,449
	$277,290	$266,591	$241,952
Long-lived assets:			
United States	$ 95,847	$102,190	$ 84,271
Japan	7,404	6,044	7,100
Germany	5,034	7,143	6,484
Malaysia	9,807	13,094	12,955
Korea	25	2,742	5,131
Singapore	2,037	2,110	1,683
	$120,154	$133,323	$117,624

Export sales, principally from the United States, amounted to $95.8 million, $70.7 million and $50.3 million in 1997, 1998 and 1999, respectively. In 1997, 1998 and 1999, no single customer accounted for 10% or more of net sales.

(18) Supplementary Cash Flow Information

	1997	1998	1999
Schedule of interest and income taxes paid (in thousands):			
Interest	$6,945	$6,881	$ 6,633
Income taxes, net of refunds received	8,427	7,777	(3,052)

(19) Fair Value of Financial Instruments

The carrying amount of cash equivalents and short-term debt approximates fair value due to the short maturity of those instruments.

The fair value of long-term debt was estimated using discounted cash flows based on market interest rates for similar instruments and approximates the carrying value at August 31, 1999.

(20) Related-Party Transactions

(a) Leases

The Company leases office space and production facilities under operating leases from a major stockholder's trust or from entities related to this stockholder. These leases, which expire through the year 2004, may be adjusted periodically based on a percentage of the increase in the consumer price index. The Company is required to pay for all real estate taxes, utilities and other operating expenses. Rent expense for continuing operations relating to these agreements totaled $0.6 million, $0.9 million and $1.2 million for 1997, 1998 and 1999, respectively.

(b) Service Agreement

The Company allocated rental payments to Emplast, a previously owned company, totaling $0.5 million, $0.4 million and $0.3 million in 1997, 1998 and 1999, respectively. As of August 31, 1998 and 1999, Emplast owed the Company $0.7 million and $0.8 million and respectively, which are included in prepaid expenses and other current assets in the accompanying consolidated balance sheets.

(c) Note Payable

The Company has a note payable to Marubeni, a minority stockholder. Interest expense related to this note totaled $0.5 million, $0.5 million and $0.4 million for 1997, 1998 and 1999, respectively.

(d) Notes Receivable

At August 31, 1999, the Company has a $0.8 million note receivable from a major stockholder trust which bears interest at 8.0% per year.

(e) Debt Guarantees

The Company guarantees a loan of a former officer and a major stockholder related to the Company's leased facility in Castle Rock, Colorado. This guarantee totaled $1.2 million and $1.6 million and at August 31, 1998 and 1999, respectively.

(f) Sales to Minority Shareholder

The Company sells products to Marubeni under normal business terms. Sales to Marubeni were $19.4 million, $18.0 million and $12.0 million in 1997, 1998 and 1999, respectively. At August 31, 1998 and 1999, the Company had a receivable from Marubeni totaling $0.8 million and $1.9 million, respectively, due under normal trade terms. In addition, in February 1997, Marubeni was granted an option to buy 214,942 shares of the Company's common stock with an exercise price of $5.19 per share. The grant was immediately vested and exercisable for ten years.

(21) Subsequent Events

The accompanying consolidated financial statements reflect a 2-for-1 stock split of the Company's common stock to be effective prior to its initial public offering. The Company filed a registration statement with the Securities and Exchange Commission on March 31, 2000.

In August 1999, the Company acquired the 10% minority interest in Fluoroware, GmbH resulting in 100% ownership of the entity for $0.4 million.

In October 1999, the Company acquired the assets of a polymer machining business located in Upland, California for $2.7 million.

(22) Subsequent Events (Unaudited)

In October 1999, the Company's Nippon Fluoroware K.K. subsidiary (NFKK) agreed to issue equity of $2.2 million and debt of $2.2 million in exchange for property and equipment. As a result, the Company's ownership percentage in NFKK decreased from 90.0% to 51.0%.

In November 1999, the Company sold approximately 612,000 shares of its investment in Metron Technology N.V. (Metron) stock as part of Metron's initial public offering. As a result of the sale, the company received proceeds of $7.4 million and recognized a gain of $5.5 million. The Company's ownership percentage decreased from 32.8% to 20.8% as a result of the sale in the public offering. As a result of the initial public offering the value of the Company's investment increased and was reflected as an increase to retained earnings of $3.5 million. At February 28, 2000, the Company owned approximately 2.7 million shares of Metron with a market value of approximately $65.2 million.

In February 2000, the Company acquired the 30% minority interest in Fluoroware Southeast Asia Pte Ltd. resulting in 100% of the entity for $0.7 million.

In March 2000, the Company entered into an agreement with a related party to purchase certain real estate and personal property, which the Company currently leases from the related party (see Note 20(a)). The purchase price of the property, which is expected to be purchased on or before May 1, 2000, is $2.5 million.

In March 2000, the Company's Board of Directors approved an increase in the Company's number of authorized common shares from 100,000,000 shares to 200,000,000 shares in conjunction with our 2-for-1 stock split.

In March 2000, the Company's Board of Directors adopted, subject to shareholder approval, the Entegris, Inc. Employee Stock Purchase Plan (the Plan). A total of 4,000,000 common shares were reserved for issuance under the Plan.

In March 2000, the Company granted options to purchase 516,000 common shares under the Entegris, Inc. 1999 Long-Term Incentive and Stock Option Plan.

SCHEDULE II

ENTEGRIS, INC.

Valuation and Qualifying Accounts
(In thousands)

	Balance at beginning of period	Charged to costs and expenses	Deductions from reserves (1)	Balance at end of period
For the year ended August 31, 1997:				
Allowance for doubtful receivables	$1,524	404	439	$1,489
Inventory reserves	$2,001	4,225	3,371	$2,855
For the year ended August 31, 1998:				
Allowance for doubtful receivables	$1,489	57	224	$1,322
Inventory reserves	$2,855	2,475	2,818	$2,512
For the year ended August 31, 1999:				
Allowance for doubtful receivables	$1,322	213	330	$1,205
Inventory reserves	$2,512	2,701	2,043	$3,170

- --------
(1) Net of recoveries

Advanced Manufacturing Capabilities

Graphic of Globe depicting locations of sales offices and manufacturing

[Photo of blow molding equipment with caption stating: Blow Molding]

[Photo of injection molding equipment with caption stating: Injection Molding]

[Photo of roto molding equipment with caption stating: Roto Molding]

[Photo of sheet lining equipment with caption stating: Sheet Lining]

[Photo of assembly equipment with caption stating: Assembly Operations]

[Photo of laboratory with caption stating: Materials Laboratory]

Germany Japan Korea Malaysia
California Colorado Minnesota Oregon Texas

Worldwide Infrastructure

[Logo]

- ---
- ---

13,000,000 Shares

[LOGO OF ENTEGRIS]

Prospectus

, 2000

Banc of America Securities LLC

Donaldson, Lufkin & Jenrette

Salomon Smith Barney

U.S. Bancorp Piper Jaffray

Until , 2000 (25 days after the date of this prospectus), all dealers effecting transactions in the common shares, whether or not participating in this distribution, may be required to deliver a prospectus. This is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the costs and expenses, other than underwriting discounts and commissions, payable by the registrant in connection with the distribution of the common shares being registered. All amounts are estimated, except the SEC Registration Fee, the NASD Filing Fee and the Nasdaq National Market Filing Fee:

SEC Registration Fee	$63,150
NASD Filing Fee	27,410
Nasdaq National Market Filing Fee	95,000
Blue Sky Fees and Expenses	*
Accounting Fees	*
Legal Fees and Expenses	*
Transfer Agent and Registrar Fees	*
Printing and Engraving	*
Transfer Fees	*
Insurance Fees for Directors in Connection with Offering	*
Miscellaneous	*
Total	$ *

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* To be supplied by amendment.
None of the expenses will be borne by selling shareholders.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 302A.521 of the Minnesota Statutes requires Entegris to indemnify a person made or threatened to be made a party to a proceeding, by a reason of the former or present official capacity of the person with respect to Entegris, against judgment, penalties, fines, including without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, if, with respect to the acts or omissions of the person complained of in the proceeding, such person (1) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions; (2) acted in good faith; (3) received no improper personal benefit, and statutory procedure has been followed in the case of any conflict of interest by a director; (4) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and (5) in the case of acts or omissions occurring in the person's performance in the official capacity of director or, for a person not a director, in the official capacity of officer, committee member, employee or agent, reasonably believed that the conduct was in the best interests of Entegris, or in the case of performance by a director, officer, employee or agent of Entegris as a director, officer, partner, trustee, employee or agent of another organization or employee benefit plan, reasonably believed that the conduct was not opposed to the best interests of Entegris. In addition, Section 302A.521, subd. 3 requires payment by Entegris, upon written request, of reasonable expenses in advance of final disposition in certain instances. A decision as to required indemnification is made by a majority of the disinterested board of directors present at a meeting at which a disinterested quorum is present, or a designated committee of disinterested directors, by special legal counsel, by the disinterested shareholders, or by a court.

Provisions regarding the indemnification of officers and directors of Entegris, to the extent permitted by Section 302A.521, are contained in Entegris' articles of incorporation and bylaws.

Entegris maintains a policy of directors' and officers' liability insurance that insures Entegris' directors and officers against the cost of defense, settlement or payment of a judgment under certain circumstances. In conjunction with the effectiveness of the registration statement, Entegris plans to expand its coverage to include securities law claims.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling Entegris pursuant to the foregoing provisions, Entegris has been informed that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act, and is therefore unenforceable.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

Since September 1, 1996, we have sold and issued the following unregistered securities (references to common shares reflect a 2-for-1 stock split to be effected prior to our initial public offering):

(1) On June 7, 1999, we issued 59,999,958 common shares to former shareholders of Fluoroware and Empak as part of a consolidation in which Fluoroware and Empak became our wholly owned subsidiaries;

(2) Between June 1999 and March 2000, we issued an aggregate of 1,554,350 shares as distributions to current or former participants of the ESOP; and

(3) As of March 30, 2000, we had granted options to purchase an aggregate of 7,556,400 common shares to our employees, directors and consultants pursuant to our 1999 Long-Term Incentive and Stock Option Plan and our Outside Directors' Option Plan. Of these options, 244,748 shares have been cancelled without being exercised and 43,716 shares have been issued pursuant to stock option exercises.

The sale and issuance of securities in the transaction described in paragraph 1 above was deemed to be exempt from registration under the Securities Act by virtue of Section 4(2) as a transaction not involving a public offering.

The sales and issuances of securities in the transactions described in paragraph 2 and 3 above were deemed to be exempt from registration under the Securities Act by virtue of Section 4(2) and Rule 701.

None of the transactions set forth in Item 15(a) involved underwritten offerings.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits

Numbers	Description
1.1*	Form of Underwriting Agreement
3.1	Articles of Incorporation of Entegris, Inc.
3.2	Bylaws of Entegris, Inc.
3.3	Audit Committee Charter of Entegris, Inc.
4.1	Specimen of Common Stock Certificate
5.1*	Opinion of Dorsey & Whitney LLP
9.1	Form Shareholder Agreement for Fluoroware, Inc. Shareholders in relation to the consolidation of Fluoroware, Inc. and Empak, Inc. to form Entegris, Inc.
9.2	Form Shareholder Agreement for Empak, Inc. Shareholders in relation to the consolidation of Fluoroware, Inc. and Empak, Inc. to form Entegris, Inc.
10.1	Entegris, Inc. 1999 Long-Term Incentive and Stock Option Plan
10.2	Entegris, Inc. Outside Directors' Option Plan
10.3*	Entegris, Inc. 2000 Employee Stock Purchase Plan

Numbers	Description
10.4	Entegris, Inc. Employee Stock Ownership Plan
10.5	Entegris, Inc. Pension Plan
10.6	Entegris, Inc. 401(k) Savings and Profit Sharing Plan
10.7	Employment Agreement between Delmer Jensen and Empak, Inc., dated as of January 1, 1999
10.8	Lease Agreement between Empak, Inc. and Fleninge Partnership, dated June 15, 1993
10.9	Lease Agreement between Empak, Inc. and Wayne C. Bongard, dated September 22, 1998
10.10	Amended and Restated Sublease Agreement between Empak, Inc. and Emplast, Inc., dated April 28, 1997
10.11	Real Estate Purchase and Sale Agreement between Fleninge Partnership and Entegris, Inc., dated March 15, 2000
10.12	Promissory Note between Wayne C. Bongard estate and Empak, Inc., dated April 15, 1999
10.13	Promissory Note between Fluoroware, Inc. and Dan Quernemoen, dated January 5, 1996
10.14	Guaranty between Empak, Inc. and First Bank National Association, dated March 1, 1994
10.15	Consolidation Agreement by and among Entegris, Inc., Fluoroware, Inc. and Empak, Inc., dated June 1, 1999
10.16	Distribution Agreement between Fluoroware, Inc. and Metron Semiconductors Europa B.V., dated July 6, 1995, as amended by Entegris, Inc., ISS Amendements to Metron/Fluoroware Distribution Contract, between Entegris, Inc. Integrated Shipping Systems and Metron Technology, Inc., dated October 22, 1999
10.17	Metron Semiconductors Europa B.V. Investor Rights Agreement dated July 6, 1995
10.18	U.S. Stocking Distributor Five-Year Agreement as of September 1, 1997 between Fluoroware, Inc. and Kyser Company
10.19**	STAT-PRO(R) 3000 and STAT-PRO(R) 3000E Purchase and Supply Agreement between Fluoroware, Inc. and Miller Waste Mills, d/b/a RTP Company, dated April 6, 1998
10.20	Amended and Restated Distributorship Agreement by and among Entegris, Inc., Empak, Inc., Marubeni America Corporation and Marubeni Corporation, dated as of December 1, 1999
10.21**	PFA Purchase and Supply Agreement by and between E.I. Du Pont De Nemours and Company and Fluoroware, Inc., dated January 7, 1999, which was made effective retroactively to November 1, 1998, and supplemented by the Assignment and Limited Amendment by and between the same parties and Entegris, Inc., dated as of September 24, 1999
21.1	Subsidiaries of the Company
23.1	Consent of Dorsey & Whitney LLP (Included in Exhibit 5.1)
23.2	Consent of KPMG LLP
23.3	Consent of Arthur Andersen LLP
24.1	Powers of Attorney (Included on signature page)
27.1	Financial Data Schedule
27.2	Financial Data Schedule
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* To be filed by amendment

** Confidential information has been omitted from these exhibits and filed separately with the SEC accompanied by a confidential treatment request pursuant to Rule 406 under the Securities Act of 1933, as amended.

Pursuant to Item 601(b)(4)(iii) of Regulation S-K, copies of instruments defining the rights of holders of certain long-term debt of Entegris are not filed, and in lieu thereof, Entegris agrees to furnish copies thereof to the SEC upon request.

(b) Financial Statement Schedules

ITEM 17. UNDERTAKINGS

The undersigned Registrant hereby undertakes to provide to the Underwriters at the closing specified in the Underwriting Agreement, certificates in such denominations and registered in such names as required by the Underwriters to permit prompt delivery to each purchaser.

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

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Act shall be deemed to be a part of this Registration Statement as of the time it was declared effective.

(2) For purposes of determining any liability under the Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURE

Pursuant to the requirements of the Securities Act of 1933, Registrant has duly caused this Registration Statement to be signed on its behalf, by the undersigned, thereunder duly authorized, in the City of Minneapolis, County of Hennepin, State of Minnesota, on March 30, 2000.

ENTEGRIS, INC.

/s/ Stan Geyer
By: _____
Stan Geyer Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Stan Geyer, James E. Dauwalter, and John D. Villas, and each of them, his or her true and lawful attorneys-in-fact and agents, each acting alone, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign one or more Registration Statements on Form S-1 of Entegris, Inc, and any and all amendments thereto, including post-effective amendments, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, may lawfully do or cause to be done by virtue hereof.

Signature	Title	Date
/s/ Stan Geyer Stan Geyer	President, Chief Executive Officer and Director (principal executive officer)	March 30, 2000
/s/ John D. Villas John D. Villas	Chief Financial Officer (principal accounting and financial officer)	March 30, 2000
/s/ Daniel R. Quernemoen Daniel R. Quernemoen	Chairman of the Board	March 30, 2000
/s/ James E. Dauwalter James E. Dauwalter	Executive Vice President, Chief Operating Officer and Director	March 30, 2000
/s/ James A. Bernards James A. Bernards	Vice Chairman, Director	March 30, 2000
/s/ Robert J. Boehlke Robert J. Boehlke	Director	March 30, 2000
/s/ Roger D. McDaniel Roger D. McDaniel	Director	March 30, 2000
/s/ Mark A. Bongard Mark A. Bongard	Director	March 30, 2000
/s/ Delmer H. Jensen Delmer H. Jensen	Director	March 30, 2000

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EXHIBIT 3.1

ARTICLES OF INCORPORATION
OF
ENTEGRIS, INC.

The undersigned incorporator, being a natural person 18 years of age or older, and for the purpose of forming a corporation under Minnesota Statutes, Chapter 302A, hereby adopts the following Articles of Incorporation:

ARTICLE I
Name

The name of this corporation shall be Entegris, Inc.

ARTICLE II
Registered Office

The location and address of this corporation's registered office shall be 3500 Lyman Boulevard, Chaska, MN 55318.

ARTICLE III
Authorized Capital

The total authorized number of shares of this corporation is one hundred million (100,000,000) shares, all of which shall be shares of common stock, with a par value of one ($0.01) per share.

ARTICLE IV
Cumulative Voting Rights

The shareholders of this corporation shall have no rights of cumulative voting for the election of directors.

ARTICLE V
Preemptive Rights

The shareholders of this corporation shall have no rights, preemptive or otherwise, to acquire any part of any unissued shares or other securities of this corporation, or of any rights to purchase shares or other securities of this corporation, before the corporation may offer them to other persons.

ARTICLE VI
Incorporator

The name and address of the incorporator of this corporation is Jay L. Bennett, Dunkley, Bennett & Christensen, P.A., 701 Fourth Avenue South, Minneapolis, MN 55415.

ARTICLE VI
Board of Directors Written Action

Any action required or permitted to be taken at a meeting of the Board of Directors may be taken by written action signed by all of the directors then in office, unless the action is one which need not be approved by the shareholders, in which case such action shall be effective if signed by the number of directors that would be required to take the same action at a meeting at which all directors were present.

ARTICLE VIII
Limitation of Director Liability

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for (i) liability based on a breach of the duty of loyalty to the corporation or the shareholders; (ii) liability for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) liability based on the payment of an improper dividend or an improper repurchase of the corporation's stock under Minnesota Statutes Section 302A.559, or a sale of unregistered securities or securities fraud under Minnesota Statutes Section 80A.23; (iv) liability for any transaction from which the director derived an improper personal benefit; or (v) liability for any act or omission occurring prior to the effective date of these Articles. If Minnesota Statutes Chapter 302A, the Minnesota Business Corporation Act, hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Chapter 302A, the Minnesota Business Corporation Act. Any repeal or modification of this Article by the shareholders of the corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such repeal or modification.

IN WITNESS WHEREOF, I signed these Articles of Incorporation on June ___, 1999.

/s/ Jay L. Bennett

Jay L. Bennett, Incorporator

EXHIBIT 3.2

BYLAWS
OF
ENTEGRIS INC.

ARTICLE I
Offices

1.1 Principal Executive Office. Unless otherwise designated by the Board of Directors of the corporation, the principal executive office of the corporation shall be the registered office of the corporation as set forth in the Articles of Incorporation or in the most recent amendment of the Articles of Incorporation or statement of the Board of Directors filed with the Secretary of State of Minnesota changing the registered office in the manner prescribed by law.

1.2 Other Offices. The corporation may have such other offices, within or without the State of Minnesota, as the Board of Directors shall, from time to time, determine.

ARTICLE 2
Meetings of Shareholders

2.1 Timing and Place of Meetings. All meetings of the shareholders of this corporation shall be held on the date and at the time and place (within or without the State of Minnesota) designated by the Board of Directors in the notices of meeting. Any regular or special meeting of the shareholders of the corporation called by or held pursuant to a written demand of shareholders shall be held in the county where the principal executive office of the corporation is located.

2.2 Regular Meetings. Regular meetings of the shareholders of this corporation may be held at the discretion of the Board of Directors on an annual or less frequent periodic basis on such dates and at such times and places as may be designated by the Board of Directors in the notices of meeting. At regular meetings the shareholders shall elect a Board of Directors and transact such other business as may be appropriate for action by shareholders. If a regular meeting of shareholders has not been held for a period of fifteen (15) months, one or more shareholders holding not less than three percent (3%) of the voting power of all shares of the corporation entitled to vote may call a regular meeting of shareholders by delivering to the chief executive officer or chief financial officer a written demand for a regular meeting. Within thirty (30) days after the receipt of such a written demand by the chief executive officer or chief financial officer, the Board of Directors shall cause a regular meeting of shareholders to be called and held on notice no later than ninety (90) days after the receipt of such written demand, all at the expense of the corporation.

2.3 Special Meetings. Special meetings of the shareholders, for any purpose or purposes appropriate for action by shareholders, may be called by the chief executive officer, the chief financial

officer, or by the Board of Directors or any two or more members thereof. Such meeting shall be held on such date and at such time and place as shall be fixed by the person or persons calling the meeting and designated in the notice of meeting. A special meeting may also be called by one or more shareholders holding ten percent (10%) or more of the voting power of all shares of the corporation entitled to vote, except that a special meeting for the purpose of considering any action to directly or indirectly facilitate or effect a business combination, including any action to change or otherwise affect the composition of the Board of Directors for that purpose, must be called by shareholders holding twenty-five percent (25%) or more of the voting power of all shares entitled to vote. The shareholders calling such meetings shall deliver to the chief executive officer or chief financial officer a written demand for a special meeting, which demand shall contain the purposes of the meeting. Within thirty (30) days after the receipt of such a written demand for a special meeting of shareholders by the chief executive officer or chief financial officer, the Board of Directors shall cause a special meeting of shareholders to be called and held on notice no later than ninety (90) days after the receipt of such written demand, all at the expense of the corporation. Business transacted at any special meeting of shareholders shall be limited to the purpose or purposes stated in the notice of meeting. Any business transacted at any special meeting of shareholders that is not included among the stated purposes of such meeting shall be voidable by or on behalf of the corporation unless all of the shareholders have waived notice of the meeting.

2.4 Notice of Meeting. Except where a meeting of shareholders is an adjourned meeting and the date, time, and place of such meeting were announced at the time of adjournment, notice of all meetings of shareholders stating the date, time, and place thereof, and any other information required by law or desired by the Board of Directors or by such other person or persons calling the meeting, and in the case of special meetings, the purpose thereof, shall be given to each shareholder of record entitled to vote at such meeting not less than three (3) nor more than sixty (60) days prior to the date of such meeting. If a plan of merger or exchange or the sale or other disposition of all or substantially all of the assets of the corporation is to be considered at a meeting of shareholders, notice of such meeting shall be given to every shareholder, whether or not entitled to vote. The notice of meeting at which there is to be considered a proposal to adopt a plan of merger or exchange or the sale or other disposition of all or substantially all of the assets of the corporation shall be given not less than fourteen (14) days prior to the date of such meeting, shall state the purpose of such meeting, and, where a plan of merger or exchange is to be considered, shall include a copy or a short description of the plan. Notices of meeting shall be given to each shareholder entitled thereto by oral communication, by mailing a copy thereof to such shareholder at an address designated by such shareholder or to the last known address of such shareholder, by handing a copy thereof to such shareholder, or by any other delivery that conforms to law. Notice by mail shall be deemed given when deposited in the United States mail with sufficient postage affixed. Notice shall be deemed received when it is given.

2.5 Waiver of Notice. Any shareholder may waive notice of any meeting of shareholders. Waiver of notice shall be effective whether given before, at, or after the meeting and whether given orally, in writing, or by attendance. Attendance by a shareholder at a meeting is a waiver of notice of that meeting, except where the shareholder objects at the beginning of the meeting to the transaction of business because

the meeting is not lawfully called or convened and does not participate thereafter in the meeting, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of that item at the meeting.

2.6 Record Date. The Board of Directors may fix a time, not exceeding sixty (60) days preceding the date of any meeting of shareholders, as a record date for the determination of the shareholders entitled to notice of and to vote at such meeting, notwithstanding any transfer of shares on the books of the corporation after any record date so fixed.

2.7 Quorum. The holders of a majority of the voting power of all shares of the corporation entitled to vote at a meeting shall constitute a quorum at a meeting of shareholders for the purpose of taking any action other than adjourning such meeting. If a quorum is present when a duly called or held meeting is convened, the shareholders present may continue to transact business until adjournment, even though the withdrawal of a number of shareholders originally represented leaves less than the number otherwise required for a quorum.

2.8 Voting and Proxies. At each meeting of the shareholders, every shareholder having the right to vote shall be entitled to vote either in person or by proxy. Each shareholder shall have one vote for each share held by such shareholder, except as may be otherwise provided in the Articles of Incorporation or the terms of the share or as may be required to provide for cumulative voting (if not denied by the Articles of Incorporation). No appointment of a proxy, however, shall be valid for any purposes more than eleven (11) months after the date of its execution, unless a longer period is expressly provided in the appointment. Every appointment of a proxy shall be in writing, and shall be filed with the secretary of the corporation before or at the meeting at which the appointment is to be effective. An appointment of a proxy for shares held jointly by two or more shareholders shall be valid if signed by any one of them, unless the secretary of the corporation receives from any one of such shareholders written notice either denying the authority of another of such shareholders to appoint a proxy or appointing a different proxy. All questions regarding the qualification of voters, the validity of appointments of proxies, and the acceptance or rejection of votes shall be decided by the presiding officer of the meeting. The shareholders shall take action by the affirmative vote of the holders of a majority of the voting power of the shares present in person or represented by proxy, and entitled to vote, except where a different vote is required by law, the Articles of Incorporation, or these Bylaws.

2.9 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting by written action signed by all of the shareholders entitled to vote on such action. Such written action shall be effective when signed by all of the shareholders entitled to vote thereon or at such different effective time as is provided in the written action.

ARTICLE 3
Directors

3.1 General Powers. Except as authorized by the shareholders pursuant to a shareholder control agreement or unanimous action, the business and affairs of the corporation shall be managed by or shall be under the direction of the Board of Directors. The directors may exercise all such powers and do all such things as may be exercised or done by the corporation, subject to the provisions of applicable law, the Articles of Incorporation, and these Bylaws.

3.2 Number, Qualifications and Term of Office. The Board of Directors shall consist of up to nine (9) members. Any change in the number of directors on the Board of Directors (including, without limitation, changes at annual meetings of shareholders) shall be approved by the affirmative vote of not less than seventy-five percent (75%) of the votes entitled to be cast by the holders of all then outstanding shares of voting stock, voting together as a single class, unless such change shall have been approved by a majority of the entire Board of Directors. If such change shall not have been so approved, the number of directors shall remain the same. No decrease in the number of directors pursuant to this section shall shorten the term of any incumbent director or effect the removal of any director then in office except upon compliance with the provisions of Section 3. 10. The directors shall be divided, with respect to the time for which they severally hold office, into three classes, designated Class 1, Class II, and Class M, with the term of office of only one director class to expire at each annual meeting of shareholders. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. At each annual meeting of shareholders, the number of directors equal to the number of the directors in the class whose term expires at the meeting shall be chosen for a term of three years. Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualified.

3.3 Meetings. Meetings of the Board of Directors may be held from time to time at any place within or without the State of Minnesota that the Board of Directors may designate. Meetings of the Board of Directors also may be called by the chief executive officer, or by any director, in which case the person or persons calling such meeting may fix the date, time, and place thereof, either within or without the State of Minnesota, and shall cause notice of meeting to be given.

3.4 Notice of Meetings. If a meeting schedule is adopted by the Board, or if the date and time of a Board meeting has been announced at a previous meeting, no notice is required. In all other cases three (3) days' notice of meetings of the Board of Directors, stating the date and time thereof, and any other information required by law or desired by the person or persons calling such meeting, shall be given to each director. If notice of meeting is required, and such notice does not state the place of the meeting, such meeting shall be held at the principal executive office of the corporation. Notice of meetings of the Board of Directors shall be given to directors in the manner provided in these Bylaws for giving notice to shareholders of meetings of shareholders.

3.5 Waiver of Notice. A director may waive notice of a meeting of the Board. A waiver of notice by a director is effective, whether given before, at or after the meeting and whether given in writing, orally or by attendance. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, unless such director objects at the beginning of the meeting to the transaction of business on the grounds that the meeting is not lawfully called or convened and does not participate thereafter in the meeting.

3.6 Quorum and Voting. A majority of the directors currently holding office is a quorum for the transaction of business at any meeting of the Board of Directors. In the absence of a quorum, a majority of directors present may adjourn the meeting from time to time until a quorum is present. If a quorum is present when a duly called or held meeting is convened, the directors present may continue to transact business until adjournment, even though the withdrawal of a number of directors originally present leaves less than the number otherwise required for a quorum. The Board of Directors shall take action by the affirmative vote of a majority of the directors present at any duly held meeting, except as to any question upon which any different vote is required by law, the Articles of Incorporation, or these Bylaws. A director may give advance written consent or objection to a proposal to be acted upon at a meeting of the Board of Directors. If the proposal acted on at the meeting is substantially the same or has substantially the same effect as the proposal to which the director has consented or objected, such consent or objection shall be counted as a vote for or against the proposal and shall be recorded in the minutes of the meeting. Such consent or objection shall not be considered in determining the existence of a quorum.

3.7 Meeting by Means of Electronic Communication. Members of the Board of Directors of the corporation, or any committee designated by such Board, may participate in a meeting of such Board or committee by means of conference telephone or similar means of communication by which all persons participating in the meeting can simultaneously hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

3.8 Action in Writing. Any action required or permitted to be taken at a meeting of the Board of Directors or of a lawfully constituted committee thereof may be taken by written action signed by all of the directors then in office or by all of the members of such committee, as the case may be. However, if the action does not require shareholder approval and is permitted by the Articles of Incorporation, such action shall be effective if signed by the number of directors or members of such committee that would be required to take the same action at a meeting at which all directors or committee members were present. If any written action is taken by less than all directors or members, all directors or members shall be notified immediately of its text and effective date. The failure to provide such notice, however, shall not invalidate such written action.

3.9 Vacancies. Vacancies on the Board resulting from the death, resignation or removal of a director shall be filled by the affirmative vote of a majority of the remaining directors, even though less than a quorum. Any newly created directorship resulting from an increase in the authorized number of directors by action of the Board of Directors shall be filled by a majority vote of directors serving at the

time of such increase. Any director elected under this Section shall hold office for such term as established by the Board and until a successor is duly elected and qualified, unless a prior vacancy occurs by reason of death, resignation, or removal from office.

3.10 Removal of Directors. Removal of a director from office (including a director named by the Board of Directors to fill a vacancy or newly created directorship), with or without cause, shall require the affirmative vote of not less than seventy-five percent (75%) of the votes entitled to be cast by the holders of all then outstanding shares of voting stock, voting together as a single class.

3.11 Committees. The Board of Directors, by a resolution approved by the affirmative vote of a majority of the directors then holding office, may establish one or more committees of one or more persons having the authority of the Board of Directors in the management of the business of the corporation to the extent provided in such resolution. Such committees, however, shall at all times be subject to the direction and control of the Board of Directors. Committee members need not be directors and shall be appointed by the affirmative vote of a majority of the directors present. A majority of the members of any committee shall constitute a quorum for the transaction of business at a meeting of any such committee. In other matters of procedure the provisions of these Bylaws shall apply to committees and the members thereof to the same extent they apply to the Board of Directors and directors, including, without limitation, the provisions with respect to meetings and notice thereof, absent members, written actions, and valid acts. Each committee shall keep regular minutes of its proceedings and report the same to the Board of Directors.

ARTICLE 4
Officers

4.1 Number. The officers of the corporation shall be appointed by the Board of Directors, and shall include a Chief Executive Officer, Chief Financial Officer and Secretary. The Board may also appoint any other officers it deems necessary for the operation and management of the corporation, each of whom shall have the powers, rights, duties, responsibilities and terms of office determined by the Board from time to time. Any number of offices or functions of those offices may be held or exercised by the same person. Officers must be natural persons, and they may be, but need not be, directors of the corporation.

4.2 Term of Office; Removal; Vacancies. An officer shall hold office until a successor shall have been duly appointed and qualified, or until the officer's prior death, resignation or removal. Any officer or agent elected or appointed by the Board of Directors shall hold office at the pleasure of the Board of Directors and may be removed, with or without cause, at any time by the vote of a majority of the Board of Directors. Any vacancy in an office of the corporation shall be filled by action of the Board of Directors.

4.3 Chief Executive Office. Unless provided otherwise by a resolution adopted by the Board of Directors, the Chief Executive Officer shall have general active management of the business of

the corporation, in the absence of the Chairperson of the Board or if the office of Chairperson of the Board is vacant, shall preside at meetings of the shareholders and Board of Directors, shall see that all orders and resolutions of the Board of Directors are carried into effect, shall sign and deliver in the name of the corporation any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Articles of Incorporation, these Bylaws, or the Board of Directors to some other officer or agent of the corporation, may maintain records of and certify proceedings of the Board of Directors and shareholders, and shall perform such other duties as may from time to time be prescribed by the Board of Directors.

4.4 Chief Financial Officer. Unless provided otherwise by a resolution adopted by the Board of Directors, the Chief Financial Officer shall keep accurate financial records for the corporation, shall deposit all monies, drafts, and checks in the name of and to the credit of the corporation in such banks and depositories as the Board of Directors shall designate from time to time., shall endorse for deposit all notes, checks, and drafts received by the corporation as ordered by the Board of Directors, making proper vouchers therefore, shall disburse corporate funds and issue checks and drafts in the name of the corporation as ordered by the Board of Directors, shall render to the Chief Executive Officer and the Board of Directors, whenever requested an account of all such officers' transactions as Chief Financial Officer and of the financial condition of the corporation, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer from time to time.

4.5 Secretary. The Secretary shall attend all meetings of the Board of Directors and of the shareholders and shall maintain records of, and whenever necessary, certify all proceedings of the Board of Directors and of the shareholders. The Secretary shall keep the stock transfer register of the corporation, when so directed by the Board of Directors or other person or persons authorized to call such meetings, shall give or cause to be given notice of meetings of the shareholders and of meetings of the Board of Directors, and shall also perform such other duties and have such other powers as the Chief Executive Officer or the Board of Directors may prescribe from time to time.

4.6 Chairperson of the Board. The Board of Directors may elect a Chairperson of the Board who, if elected, shall preside at all meetings of the shareholders and of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors from time to time.

4.7 President. Unless otherwise determined by the Board of Directors, the Chief Executive Officer shall be the President of the corporation. If an officer other than the Chief Executive Officer is designated President, the President shall have such powers and perform such duties as the Board of Directors or the Chief Executive Officer may prescribe from time to time.

4.8 Treasurer. Unless otherwise determined by the Board of Directors, the Chief Financial Officer shall be the Treasurer of the corporation. If an officer other than the Chief Financial Officer is

designated Treasurer, the Treasurer shall have such powers and perform such duties as the Chief Executive Officer or the Board of Directors may prescribe from time to time.

4.9 Vice Presidents. The Vice President, if any, or Vice Presidents in the case there be more than one, shall have such powers and perform such duties as the Chief Executive Officer or the Board of Directors may prescribe from time to time. In the absence of the Chief Executive Officer, or in the event of the Chief Executive Officer's death, inability, or refusal to act, the Vice President, or in the event there would be more than one Vice President, the Vice Presidents in order designated by the Board of Directors, or in the absence of any designation, in the order of their election, shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all of the restrictions upon the Chief Executive Officer.

4.10 Delegation of Authority. Unless prohibited by a resolution approved by the affirmative vote of a majority of the directors present, an officer appointed by the Board may delegate some or all of the duties or powers of his or her office to other persons, provided that such delegation is in writing.

ARTICLE 5
Shares and Their Transfer

5.1 Certificates for Shares. All shares of the corporation shall be represented by certificates. Each certificate shall contain on its face (i) the name of the corporation, (ii) a statement that the corporation is incorporated under the laws of the State of Minnesota, (iii) the name of the person to whom it is issued, and (iv) the number and class of shares, and the designation of the series, if any, that the certificate represents. Certificates shall also contain any other information required by law or desired by the Board of Directors, and shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the Chief Executive Officer and Secretary, or by any other officer or agent of the corporation designated by resolution of the Board of Directors. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued with the number of shares and date of issue shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation or the transfer agent for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled.

5.2 Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by such holder's legal representative, who shall furnish proper evidence of authority to transfer, or by such holder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender of such shares to the corporation or the transfer agent of the corporation. The corporation may treat, as the absolute owner of shares of the corporation, the person or persons in whose name or names the shares are registered on the books of the corporation.

5.3 Lost Certificates. Any shareholder claiming that a certificate for shares has been lost, destroyed or stolen shall make an affidavit of that fact in such form as the Board of Directors shall require and shall, if the Board of Directors so requires, give the corporation a sufficient indemnity bond, in form, in an amount, and with one or more sureties satisfactory to the Board of Directors, to indemnify the corporation against any claims which may be made against it on account of the reissue of such certificate. A new certificate shall then be issued to such shareholder for the same number of shares as the one alleged to have been destroyed, lost or stolen.

ARTICLE 6
Miscellaneous

6.1 Indemnification. Pursuant to obligations, limitations and procedures provided under Minnesota Statutes Section 302A.521, the corporation shall indemnify any director, officer or employee who is made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by the person in connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person:

(1) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;

(2) acted in good faith;

(3) received no improper personal benefit and Minnesota Statutes Section 302A.255 (which provides procedures to be followed in the event of certain conflicts of interest), if applicable, has been satisfied;

(4) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and

(5) in the case of:

(i) a director, officer or employee of the corporation, reasonably believed that the conduct was in the best interests of the corporation, or

(ii) a director, officer, or employee who, while a director, officer or employee of the corporation, is or was serving at the request of the corporation or whose duties in that

position involve or involved service as a trustee of an employee benefit plan, reasonably believed that the conduct was in the best interests of the participants or beneficiaries of the plan or not otherwise opposed to the best interests of the corporation, or

(iii) a director, officer, or employee who, while a director, officer or employee of the corporation, is or was serving at the request of the corporation or whose duties in that position involve or involved service as a director, officer, partner, trustee, employee, or agent of another organization, reasonably believed that the conduct was not opposed to the best interests of the corporation.

6.2 Contracts; Checks and Drafts. The Board of Directors may authorize such officers or agents as they shall designate to enter into contracts or execute and deliver instruments in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officers or agents of the corporation as shall be designated and in such manner as shall be determined from time to time by resolution of the Board of Directors.

6.3 Loans. The corporation shall not lend money to, guaranty the obligation of, become a surety for, or otherwise financially assist any person unless the transaction has been approved by the affirmative vote of a majority of directors present at a duly called meeting, and (i) is in the usual and regular course of business of the corporation, (ii) is with, or for the benefit of, a related corporation, an organization in which the corporation has a financial interest, an organization with which the corporation has a business relationship, or an organization to which the corporation has the power to make donations, (iii) is with, or for the benefit of, an officer or other employee of the corporation or a subsidiary, including an officer or employee who is a director of the corporation or a subsidiary, and may reasonably be expected, in the judgment of the Board of Directors, to benefit the corporation, or (iv) has been approved by the affirmative vote of the holders of two-thirds of the outstanding shares, including both voting and non-voting shares.

6.4 Dividends. The Board of Directors from time to time may declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

6.5 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, for equalizing dividends, for repairing or maintaining any property of the corporation, for the purchase of additional property, or for such other purpose as the directors shall deem to be consistent with the interests of the corporation. The Board of Directors may modify or abolish any such reserve.

6.6 Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

6.7 Amendments. Except as limited by the Articles of Incorporation, these Bylaws may be altered or amended by the Board of Directors. Notwithstanding any other provisions of these Bylaws (and notwithstanding the fact that a lesser percentage of separate class vote may be specified by law), the affirmative vote of the holders of not less than seventy-five percent (75%) of the votes entitled to be cast by the holders of all then outstanding shares of voting stock, voting together as a single class, shall be required to amend or repeal, or adopt any provisions inconsistent with Article 3.

6.8 Shareholder Agreement. In the event of any conflict or inconsistency between these Bylaws, or any amendment thereto, and the terms of any shareholder control agreement as defined in Minnesota Statutes Section 302A.457, whenever adopted, the terms of such shareholder control agreement shall control.

* * * * *

The undersigned, Secretary of Entegris. Inc., a Minnesota corporation, does hereby certify that the foregoing Bylaws are the Bylaws adopted for the corporation by its Board of Directors by unanimous written action dated the_____ day of _____, 2000.

Stan Geyer, Secretary

Charter of the Audit Committee of the Board of Directors Of Entegris, Inc.

I. Audit Committee Purpose

The Audit Committee is appointed by the Board of Directors to assist the Board in fulfilling its oversight responsibilities. The Audit Committee's primary duties and responsibilities are to:

- Monitor the integrity of the Company's financial reporting process and systems of internal controls regarding finance, accounting, and legal compliance.
- Monitor the independence and performance of the Company's independent auditors.
- Provide an avenue of communication among the independent auditors, management, and the Board of Directors.

The Audit Committee has the authority to conduct any investigation appropriate to fulfilling its responsibilities, and it has direct access to the independent auditors as well as anyone in the organization. The Audit Committee has the ability to retain, at the Company's expense, special legal, accounting, or other consultants or experts it deems necessary in the performance of its duties.

II. Audit Committee Composition and Meetings

Audit Committee members shall meet the requirements of Nasdaq. The Audit Committee shall be comprised of three or more directors as determined by the Board free from any relationship that would interfere with the exercise of his or her independent judgment. All members of the Committee shall have a basic understanding of finance and accounting and be able to read and understand fundamental financial statements, and at least one member of the Committee shall have accounting or related financial management expertise.

Audit Committee members shall be appointed by the Board on the recommendation of a nomination committee. If an audit committee Chair is not designated or present, the members of the Committee may designate a Chair by majority vote of the Committee membership.

The Committee shall meet at least four times annually, or more frequently as circumstances dictate. The Audit Committee Chair shall prepare and/or approve an agenda in advance of each meeting. The Committee should meet privately in executive session with management, the independent auditors, and as a committee to discuss any matters that the Committee or each of these groups believe should be discussed. In addition, the Committee will establish a communication process with management and the independent auditors.

III. Audit Committee Responsibilities and Duties

Review Procedures

1. Review and reassess the adequacy of this Charter at least annually. Submit the charter to the Board of Directors for approval and have the document published at least every three years in accordance with SEC regulations.

2. Review the Company's annual audited financial statements prior to filing or distribution. Review should include discussion with management and independent auditors of significant issues regarding accounting principles, practices, and judgments.

3. In consultation with the management and the independent auditors consider the integrity of the Company's financial reporting processes and controls. Discuss significant financial risk exposures and the steps management has taken to monitor, control, and report such exposures. Review significant findings prepared by the independent auditors together with management's responses.

4. At the Committee's discretion, it shall also review quarterly financial statements and review with financial management and the independent auditors any significant matters which arise out of the Company's quarterly financial statements review based upon the auditors' limited review procedures. Discuss any significant changes to the Company's accounting principles and any items required to be communicated by the independent auditors in accordance with SAS 61 (see item 9).

Independent Auditors

5. The independent auditors are ultimately accountable to the Audit Committee and the Board of Directors. The Audit Committee shall review the independence and performance of the auditors and annually recommend to the Board of Directors the appointment of the independent auditors or approve any discharge of auditors when circumstances warrant.

6. Approve the fees and other significant compensation to be paid to the independent auditors.

7. On an annual basis, the Committee should review and discuss with the independent auditors all significant relationships they have with the Company that could impair the auditors' independence and shall review a written statement from the auditors as to their independence.

8. Review the independent auditors audit plan - discuss scope, staffing, locations, reliance upon management and general audit approach.

9. Prior to releasing the year-end earnings, discuss the results of the audit with the independent auditors. Discuss certain matters required to be communicated to audit committees in accordance with AICPA SAS 61.

10. Consider the independent auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.

Other Audit Committee Responsibilities

11. Annually prepare a report to shareholders as required by the Securities and Exchange Commission. The report should be included in the Company's annual proxy statement.

12. Perform any other activities consistent with this Charter, the Company's by-laws, and governing law, as the Committee or the Board deems necessary or appropriate.

13. Maintain minutes of meetings and periodically report to the Board of Directors on significant results of the foregoing activities.

EXHIBIT 4.1

SEE RESTRICTIONS ON REVERSE SIDE

Incorporated Under the Laws of the
State of Minnesota

Number Shares

ENTEGRIS, INC.

This Certifies that _____is the
owner and registered holder of
_____ shares of common stock,
par value $0.01 per share, of Entegris, Inc.

Transferable only on the books of the corporation by the holder hereof
in person or by duly authorized attorney upon
surrender of this certificate properly endorsed.

IN WITNESS WHEREOF, the said corporation has caused this
certificate to be signed by its duly authorized officers and to be
sealed with the seal of the corporation
this _____ day of _____, 1999

Chairman	President
Dan Quernemoen	Stan Geyer

The shares represented by this certificate have been purchased for investment within the meaning of the Securities Act of 1993, as amended (the "Act") and applicable state securities laws, have not been registered under said federal or state securities laws, and the shares may not be sold, offered for sale, pledged, or otherwise transferred without an effective registration statement under the Act and applicable state securities laws, or an opinion of counsel satisfactory to the company to the effect that the proposed transaction will be exempt from registration.

For Value Received _____ hereby sell, assign and transfer unto _____ _____ Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint Attorney to transfer the said shares on the Books of the within named limited liability company with full power of substitution in the premises.

Dated _____, 19 _____.

IN PRESENCE OF

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NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

EXHIBIT 9.1

SHAREHOLDER AGREEMENT (FLUOROWARE)

This Shareholder Agreement, dated as of June __, 1999, is made by and between Entergis, Inc., a Minnesota corporation (the "Company"), and the undersigned shareholder (the "Shareholder") of Fluoroware, Inc., a Minnesota corporation ("Fluoroware"). Capitalized terms used in this agreement and not defined herein shall have the meanings ascribed to them in the Consolidation Agreement (as defined below).

WHEREAS, Flouroware and Empak, Inc., a Minnesota corporation ("Empak"), have agreed to consolidate their business operations pursuant to a Consolidation Agreement, dated June 1, 1999 (the "Consolidation Agreement"), by and among Flouroware, Empak and the Company, which provides for the exchange (the "Exchange") of all of the outstanding equity interests in each of Flouroware and Empak for all of the outstanding shares of common stock of the Company (the "Company Shares");

WHEREAS, Shareholder is a record and beneficial owner of common stock of Fluoroware (the "Fluoroware Shares") and intends to exchange his or her Fluoroware Shares for Company Shares on the terms set forth in the Consolidation Agreement and in this agreement;

WHEREAS, the parties to the Consolidation Agreement have conditioned the consummation of the Exchange on, among other things, the execution by Shareholder and the Company of this agreement.

NOW, THEREFORE, in consideration of the receipt of the Company Shares, as an inducement to Fluoroware and Empak and the other shareholders of Fluoroware and Empak to complete the Exchange, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Shareholder and the Company agree as follows:

1. Exchange of Shares. At the time and in the manner contemplated by the Consolidation Agreement, Shareholder shall assign and transfer to the Company, in exchange for the number of Company Shares that is determined pursuant to the Consolidation Agreement, all of Shareholder's right, title and interest in the Fluoroware Shares owned by Shareholder, which Fluoroware Shares shall be transferred to the Company free and clear of all liens, encumbrances and restrictions. On or prior to the Closing Date, Shareholder will deliver to the Fluoroware Representative for delivery to the Company at the Closing of the Exchange the stock certificate(s) evidencing

Shareholder's Fluoroware Shares, which stock certificates(s) will be properly endorsed or accompanied by a properly executed stock power. On the Closing Date, and subject to the satisfaction or waiver of the closing conditions set forth in the Consolidation Agreement, the Company shall issue and deliver to Shareholder a certificate evidencing the number of Company Shares issuable to Shareholder pursuant to section 2.1(b)(i) of the Consolidation Agreement. On the first anniversary of the Closing Date, the Company shall also issue and deliver to Shareholder a certificate evidencing the additional number of Company Shares issuable to Shareholder pursuant to section 2.1(b)(ii) of the Consolidation Agreement.

2. Shareholder Representations and Warranties. As a material inducement to the Company and the other shareholder of Empak and Fluoroware to complete the Exchange, Shareholder represents, warrants and acknowledges as follows:

2.1 Authorization. If Shareholder is not an individual, the execution of and the performance by it of its obligations under this agreement have been validly authorized by all action necessary to make this agreement the legal and binding obligation of Shareholder.

2.2 Share Ownership. Shareholder owns, beneficially and of record, all of the Fluoroware Shares set forth on schedule A to this agreement, which Fluoroware Shares will be transferred to the Company on the Closing Date free and clear of any claims, liens, charges, equities, and encumbrances or other restrictions which would in any way impair Shareholder's right to effectively transfer such Fluoroware Shares to the Company.

2.3 Investment Representations. The Company Shares issuable to Shareholder pursuant to the Consolidation Agreement are being acquired by Shareholder for investment purposes and not with the view toward the distribution or sale thereof in a public offering within the meaning of the Securities Act of 1933 (the "Securities Act") or any rule or regulation under the Securities Act. Shareholder has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the Exchange of his Fluoroware Shares for Company Shares and to make an informed investment decision with respect to that transaction and is able to bear the economic risk of holding the Shares for an indefinite period. Shareholder acknowledges that (i) the Company Shares have not been registered under either the Securities Act or applicable state securities law, and the Company will be relying upon the foregoing investment representations in issuing the Company Shares to Shareholder, (ii) the Company has no obligation or current intention to register the Company Shares under the Securities Act of 1933 (the "Securities Act") or any state securities laws, (iii) the Company Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or applicable state securities laws or exemptions from registration are then available, (iv) and the transferability of the Company Shares will be subject to restrictions imposed by

all applicable federal and state security laws and the certificates evidencing such Company Shares will be imprinted with a legend setting forth such restrictions.

2.4. Fluoroware Holdback Shares. Shareholder acknowledges that a portion of the Company Shares that Shareholder is entitled to receive on the completion of the Exchange will be held back and delivered to Shareholder on the first anniversary of the Closing Date, but that such Hold-back Shares will be subject to any prorata reductions which may result from a Fluoroware Adjustment, as defined in the Consolidation Agreement.

3. Negotiations. Until the Closing Date or such earlier date as the transactions contemplated by the Consolidation Agreement are abandoned, Shareholder shall not enter into any negotiations or agreements, or make any undertaking or commitment, (i) to sell, transfer or otherwise dispose of any of the Fluoroware Shares owned by Shareholder on the date of this agreement, (ii) take any action to cause or permit Fluoroware to merger or consolidate with, or acquire substantially all of the property and assets of, any other corporation or person, (iii) take any action to cause or permit Fluoroware to sell, lease or exchange all or substantially all of its properties and assets to any other corporation or person or (iv) otherwise cause or permit the ownership or control of Fluoroware to be transferred to any other party other than the Company pursuant to the Consolidation Agreement.

4. Designation of Shareholder Representative.

4.1 Shareholder hereby designates Stan Geyer as Shareholder's representative (the "Fluoroware Representative") for purposes (i) of resolving, settling or otherwise dealing with any indemnification claims made against the Fluoroware Holdback Shares pursuant to the Consolidation Agreement, (ii) of pursuing claims against the Empak Holdback Shares pursuant to the Consolidation Agreement, and (iii) of otherwise acting as the representative of Shareholder on matters specified in the Consolidation Agreement and in this agreement.

4.2 Shareholder acknowledges that, until such time as no Fluoroware Holdback Shares remain subject to the Consolidation Agreement, the Fluoroware Representative may only be removed by a consent of the Fluoroware shareholders who before the Closing Date owned a Majority of the Fluoroware Shares then outstanding upon written notice to the Empak Representatives. If the Fluoroware Representative dies, becomes incapacitated, resigns or is removed by a Majority, the Majority shall appoint a successor Fluoroware Representative. During any period during which there is no person serving as a Fluoroware Representative, except where due to the resignation or removal of a representative, all time periods imposed upon the Fluoroware Representative pursuant to the Consolidation Agreement shall be tolled.

4.3 Shareholder hereby authorizes the Fluoroware Representative to make and deliver any certificate, notice, consent or instrument required or permitted to be made or delivered under the Consolidation Agreement, this agreement or the documents referred to in such agreements which the Fluoroware Representative determine in his sole and absolute discretion to be necessary, appropriate or desirable, and, in connection therewith, to hire or retain such counsel, investment bankers, accountants, representatives, and other professional advisors as he determines in his sole and absolute discretion to be necessary, advisable or appropriate in order to carry out and perform his rights and obligations under this agreement and the Consolidation Agreement, and the Fluoroware Representative shall have the right to rely in good faith upon the advise he receives from any such persons.

4.4 The Fluoroware Representative may on behalf of Shareholder consent to or object to any claim for indemnification by the Company or the Empak shareholders, and shall have the authority to initiate litigation or arbitration pursuant to and subject to the terms of the Consolidation Agreement.

4.5 Shareholder hereby releases the Fluoroware Representative from any liability to Shareholder for any act or omission to act in his capacity as Fluoroware Representative unless Shareholder is able to prove that the Fluoroware Representative was guilty of willful misconduct or bad faith.

4.6 The Fluoroware Representative shall be entitled to prorata reimbursement by Shareholder of all out of pocket costs and/or expenses incurred by him in carrying out his responsibilities under this agreement or the Consolidation Agreement. In the event that the Fluoroware Representative reasonably determines that it is necessary or desirable to have Shareholder advance funds to cover out of pocket costs or expenses incurred or to be incurred by him, he may notify Shareholder of such request to participate ratably in accordance with Shareholder's respective interest in such costs and expenses. The notice shall contain such other terms and conditions as the Fluoroware Representative determines to be necessary or desirable, and shall set forth the amount which he has reasonably determined to be necessary to cover such costs and expenses and Shareholder's allocable share of such amount. Shareholder shall have ten (10) business days to respond to the request and to deliver a check to the Fluoroware Representative for Shareholder's allocable share of the amount required, or such greater amount as Shareholder desires to advance. In no event shall the Company, Fluoroware or Empak be responsible for the costs or expenses of the Fluoroware Representative.

5. Organizational Matters. Shareholder hereby consents to (a) the organization, designation and removal provisions relating to the Board of Directors of the Company that are described in section 1.2 of the Consolidation Agreement, and (b) the appointment of, and designation of authority to, the Board Integration Team which is described in section 1.3 of the Consolidation Agreement.

6. Miscellaneous.

6.1 Complete Agreement. This agreement and the Consolidation Agreement contain the complete agreement between Shareholder and the Company relating to the matters discuss herein and therein and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. This agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this agreement will be deemed effective to modify or amend any part of this agreement or any rights or obligations of any person under or by reason of this agreement.

6.2 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this agreement will be in writing and will be deemed to have been given when personally delivered or three days after being mailed, if mailed by first class mail, return receipt requested, or when receipt is acknowledged, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications will, unless another address is specified in writing, be sent to Shareholder at the address set forth on schedule A to this agreement and to the Company at its principal business offices.

6.3 Assignment. This agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.4 Counterparts. This agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This agreement shall not be binding until it is executed by all of the parties hereto.

6.5 Governing Law. The internal law, without regard for conflicts of laws principles, of the State of Minnesota will govern all questions concerning the construction, validity, interpretation and enforcement of this agreement.

IN WITNESS WHEREOF, Shareholder and an authorized representative of the Company have executed this agreement as of the date set forth in the first paragraph.

- ---

Name [print]:

ENTERGIS, INC.

By

Title:

SCHEDULE A

Shareholder	Name and Address	Shares
Fluoroware		

EXHIBIT 9.2

SHAREHOLDER AGREEMENT (EMPAK)

This Shareholder Agreement, dated as of June __, 1999, is made by and between Entegris, Inc., a Minnesota corporation (the "Company"), and the undersigned shareholders (collectively, "Shareholders" and each individually, a "Shareholder") of Empak, Inc., a Minnesota corporation ("Empak"). Capitalized terms used in this agreement and not defined herein shall have the meanings ascribed to them in the Consolidation Agreement (as defined below).

WHEREAS, Empak and Fluoroware, Inc., a Minnesota corporation ("Fluoroware"), have agreed to consolidate their business operations pursuant to a Consolidation Agreement, dated June 1, 1999 (the "Consolidation Agreement"), by and among Flouroware, Empak and the Company, which provides for the exchange (the "Exchange") of all of the outstanding equity interests in each of Flouroware and Empak for all of the outstanding shares of common stock of the Company (the "Company Shares");

WHEREAS, Shareholders are record and beneficial owners of all of the outstanding common stock of Empak (the "Empak Shares") and intend to exchange their Empak Shares for Company Shares on the terms set forth in the Consolidation Agreement and in this agreement;

WHEREAS, the parties to the Consolidation Agreement have conditioned the consummation of the Exchange on, among other things, the execution by Shareholders and the Company of this agreement.

NOW, THEREFORE, in consideration of the receipt of the Company Shares, as an inducement to Fluoroware and Empak and the other shareholders of Fluoroware to complete the Exchange, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Shareholders and the Company agree as follows:

1. Exchange of Shares. At the time and in the manner contemplated by the Consolidation Agreement, each Shareholder shall assign and transfer to the Company, in exchange for the number of Company Shares that is determined pursuant to the Consolidation Agreement, all of such Shareholders's right, title and interest in the Empak Shares owned by such Shareholder, which Empak Shares shall be transferred to the Company free and clear of all liens, encumbrances and restrictions. On or prior to the Closing Date, each

Shareholder will deliver to the Empak Representative for delivery to the Company at the Closing of the Exchange the stock certificate(s) evidencing such Shareholder's Empak Shares, which stock certificates(s) will be properly endorsed or accompanied by a properly executed stock power. On the Closing Date, and subject to the satisfaction or waiver of the closing conditions set forth in the Consolidation Agreement, the Company shall issue and deliver to each Shareholder a certificate evidencing the number of Company Shares issuable to such Shareholder pursuant to section 2.1(b)(i) of the Consolidation Agreement. On the first anniversary of the Closing Date, the Company shall also issue and deliver to each Shareholder a certificate evidencing the additional number of Company Shares issuable to such Shareholder pursuant to section 2.1(b)(ii) of the Consolidation Agreement.

2. Shareholders Representations and Warranties. As a material inducement to the Company and the other Shareholders of both Empak and Fluoroware to complete the Exchange, each o f the Shareholders represents, warrants and acknowledges, for itself, as follows:

2.1 Authorization. The execution of and the performance by it of its obligations under this agreement have been validly authorized by all action necessary to make this agreement the legal and binding obligation of such Shareholder.

2.2 Share Ownership. Such Shareholder owns, beneficially and of record, all of the Empak Shares set forth after its name on schedule A to this agreement, which Empak Shares will be transferred to the Company on the Closing Date free and clear of any claims, liens, charges, equities, and encumbrances or other restrictions which would in any way impair such Shareholders's right to effectively transfer such Empak Shares to the Company.

2.3 Investment Representations. The Company Shares issuable to such Shareholder pursuant to the Consolidation Agreement are being acquired by such Shareholder for investment purposes and not with the view toward the distribution or sale thereof in a public offering within the meaning of the Securities Act of 1933 (the "Securities Act") or any rule or regulation under the Securities Act. Such Shareholder has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the Exchange of its Empak Shares for Company Shares and to make an informed investment decision with respect to that transaction and is able to bear the economic risk of holding the Shares for an indefinite period. Such Shareholder acknowledges that (i) the Company Shares have not been registered under either the Securities Act or applicable state securities law, and the Company will be relying upon the

foregoing investment representations in issuing the Company Shares to it and the other shareholders of Empak and Fluoroware, (ii) the Company has no obligation or current intention to register the Company Shares under the Securities Act of 1933 (the "Securities Act") or any state securities laws, (iii) the Company Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or applicable state securities laws or exemptions from registration are then available, (iv) and the transferability of the Company Shares will be subject to restrictions imposed by all applicable federal and state security laws and the certificates evidencing such Company Shares will be imprinted with a legend setting forth such restrictions.

2.4. Empak Holdback Shares. Each Shareholder acknowledges that a portion of the Company Shares that such Shareholder is entitled to receive on the completion of the Exchange will be held back and delivered to such Shareholder the first anniversary of the Closing Date, but that such held-back shares will be subject to any prorata reductions which may result from a Empak Adjustment, as defined in the Consolidation Agreement.

3. Negotiations. Until the Closing Date or such earlier date as the transactions contemplated by the Consolidation Agreement are abandoned, each Shareholder agrees that it will not enter into any negotiations or agreements, or make any undertaking or commitment, (i) to sell, transfer or otherwise dispose of any of the Empak Shares owned by such Shareholder on the date of this agreement, (ii) take any action to cause or permit Empak to merger or consolidate with, or acquire substantially all of the property and assets of, any other corporation or person, (iii) take any action to cause or permit Empak to sell, lease or exchange all or substantially all of its properties and assets to any other corporation or person or (iv) otherwise cause or permit the ownership or control of Empak to be transferred to any other party other than the Company pursuant to the Consolidation Agreement.

4. Designation of Shareholders Representative.

4.1 Shareholders hereby designates James Bernards and Robert E. Boyle as their representatives (the "Empak Representatives") for purposes (i) of resolving, settling or otherwise dealing with any indemnification claims made against the Empak Holdback Shares pursuant to the Consolidation Agreement, (ii) of pursuing claims against the Empak Holdback Shares pursuant to the Consolidation Agreement, and (iii) of otherwise acting as the representative of Shareholders on matters specified in the Consolidation Agreement and in this agreement.

4.2 Shareholders acknowledges that, until such time as no Empak Holdback Shares remain subject to the Consolidation Agreement, the Empak Representatives may only be removed by a consent of the Empak Shareholderss who before the Closing Date owned a Majority of the Empak Shares then outstanding upon written notice to the Empak Representatives. If either Empak Representative dies, becomes incapacitated, resigns or is removed by a Majority, the Majority shall appoint a successor Empak Representative. During any period during which there is no person serving as an Empak Representative, except where due to the resignation or removal of a representative, all time periods imposed upon the Empak Representatives pursuant to the Consolidation Agreement shall be tolled.

4.3 Shareholders hereby authorizes the Empak Representatives to make and deliver any certificate, notice, consent or instrument required or permitted to be made or delivered under the Consolidation Agreement, this agreement or the documents referred to in such agreements which the Empak Representatives determine in their sole and absolute discretion to be necessary, appropriate or desirable, and, in connection therewith, to hire or retain such counsel, investment bankers, accountants, representatives, and other professional advisors as they determine in their sole and absolute discretion to be necessary, advisable or appropriate in order to carry out and perform their rights and obligations under this agreement and the Consolidation Agreement, and the Empak Representatives shall have the right to rely in good faith upon the advise they receive from any such persons.

4.4 The Empak Representatives may on behalf of Shareholders consent to or object to any claim for indemnification by the Company or the Empak Shareholders, and shall have the authority to initiate litigation or arbitration pursuant to and subject to the terms of the Consolidation Agreement.

4.5 Each Shareholder hereby releases the Empak Representatives from any liability to such Shareholder for any act or omission to act in their capacity as Empak Representatives unless such Shareholder is able to prove that the Empak Representatives were guilty of willful misconduct or bad faith.

4.6 The Empak Representatives shall be entitled to prorata reimbursement by Shareholders of all out of pocket costs and/or expenses incurred by them in carrying out their responsibilities under this agreement or the Consolidation Agreement. In the event that the Empak Representatives reasonably determines that it is necessary or desirable to have the Shareholders advance

funds to cover out of pocket costs or expenses incurred or to be incurred by them, they may notify Shareholders of such request to participate ratably in accordance with each Shareholder's respective interest in such costs and expenses. The notice shall contain such other terms and conditions as the Empak Representatives determines to be necessary or desirable, and shall set forth the amount which they have reasonably determined to be necessary to cover such costs and expenses and each Shareholder's allocable share of such amount. Each Shareholder shall have ten (10) business days to respond to the request and to deliver a check to the Empak Representative for such Shareholder's allocable share of the amount required, or such greater amount as such Shareholder desires to advance. In no event shall the Company, Fluoroware or Empak be responsible for the costs or expenses of the Empak Representatives.

5. Organizational Matters. Each Shareholder hereby consents to (a) the organization, designation and removal provisions relating to the Board of Directors of the Company that are described in section 1.2 of the Consolidation Agreement, and (b) the appointment of, and designation of authority to, the Board Integration Team which is described in section 1.3 of the Consolidation Agreement.

6. Miscellaneous.

6.1 Complete Agreement. This agreement and the Consolidation Agreement contain the complete agreement between Shareholders and the Company relating to the matters discuss herein and therein and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. This agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this agreement will be deemed effective to modify or amend any part of this agreement or any rights or obligations of any person under or by reason of this agreement.

6.2 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this agreement will be in writing and will be deemed to have been given when personally delivered or three days after being mailed, if mailed by first class mail, return receipt requested, or when receipt is acknowledged, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications will, unless another address is specified in writing, be sent to

Shareholders at their respective addresses set forth on schedule A to this agreement and to the Company at its principal business offices.

6.3 Assignment. This agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.4 Counterparts. This agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This agreement shall not be binding until it is executed by all of the parties hereto.

6.5 Governing Law. The internal law, without regard for conflicts of laws principles, of the State of Minnesota will govern all ---------- questions concerning the construction, validity, interpretation and enforcement of this agreement.

IN WITNESS WHEREOF, an authorized representative of the Company and each of the Shareholders have executed this agreement as of the date set forth in the first paragraph.

MARUENI CORPORATION

By

Title:

MARUENI AMERICACORPORATION

By

Title:

WCB HOLDINGS, LLC

By

Title:

ENTEGRIS, INC.

By

Title:

SCHEDULE A

Shareholder Name & Address	Empak Shares
WCB Holdings, LLC 950 Lake Drive Chaska, MN 55317 Attn: Mark Bongaard, Chief Manager (With a copy of notices to Robert E. Boyle, Esq. Robert E. Boyle & Associates, P.A. 145 Paramount Plaza III 7831 Glenroy Road Minneapolis, MN 55439)	5,890,303
Marubeni Corporation 4-2,ohtemachi 1-chome Chiyoda - ku Toyko, Japan Attn: General Manager Electric Materials Department	396,215
Marubeni America Corporation 450 Lexington Avenue New York, New York 10017 Attn: General Manager General Plastics Division	264,144

EXHIBIT 10.1

ENTEGRIS, INC.
1999 Long-Term Incentive and
STOCK OPTION PLAN

1. Purpose. The purpose of the Plan is to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of the Company, its Subsidiaries and Affiliates, by offering them an opportunity to participate in the Company's future performance through grants of Options and Awards. Capitalized terms not defined in the text are defined in Section 23.

2. Types of Stock Options and Awards.

2.1 Options and Shares. Options granted under this Plan may be either: (a) incentive stock options ("ISOs") within the meaning of Section 422 of the Revenue Code, or (b) nonqualified stock options ("NSOs"), as designated at the time of grant. The Shares that may be purchased upon exercise of Options granted under this Plan are shares of the Company's Common Stock, $.01 par value per share.

2.2 Awards. Awards granted under this Plan include Performance Awards (denominated or payable in cash, Shares, other securities and other awards or other property) and Restricted Stock Awards, as designated at the time of grant.

3. Shares Subject to The Plan.

3.1 Number of Shares Available. Subject to Section 3.2, the total number of Shares reserved and available for grant and issuance pursuant to the Plan shall be initially four million five hundred thousand (4,500,000) Shares. Such Shares may be either authorized but unissued shares, or issued shares which have been reacquired by the Company. Subject to Section 3.2, Shares shall again be available for grant and issuance in connection with future Options or Awards under the Plan that: (a) are subject to issuance upon exercise of an Option but cease to be subject to such Option for any reason other than exercise of such Option; (b) are subject to an Option or Award granted hereunder but are forfeited or are repurchased by the Company at the original issue price; or (c) are subject to an Option or Award that otherwise terminates without Shares being issued. The Committee shall have the authority to replenish the Plan annually with additional Shares by electing to increase the number of Shares available for issuance under the Plan by up to four percent (4%) of the total outstanding Shares of the Company, such election to be made within ninety (90) days after the end of the fiscal year; provided, however, that the total number of Shares reserved and available for grant pursuant to the Plan shall not exceed seven million five hundred thousand (7,500,000) Shares. At all times during the term of this Plan, the Company shall reserve and keep available such number of Shares as shall be required to satisfy the requirements of outstanding Options and Awards under this Plan.

3.2 Adjustment of Shares. In the event that the number of outstanding Shares change as a result of a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company without consideration, then: (a) the number of Shares reserved for issuance under this Plan; (b) the Exercise Prices of and number of Shares subject to outstanding Options; (c) the number of Shares and price per Share subject to outstanding Awards; and (iv) the amount payable in connection with Awards, shall be proportionately adjusted, subject to any required action by the Board or the shareholders of the Company and in compliance with applicable securities laws; provided, however, that fractions of a Share shall not be issued but shall either be paid in cash at Fair Market Value or shall be rounded up to the nearest Share, as determined by the Committee; and provided further that the Exercise Price of any Option may not be decreased to below the par value of the Shares.

4. Eligibility. ISOs may be granted only to employees (including officers and directors who are also employees) of the Company or of a Subsidiary of the Company.

All other Options and Awards may be granted to employees, officers, directors, consultants, independent contractors and advisors of the Company or any Subsidiary or Affiliate of the Company; provided, however, that such consultants, independent contractors and advisors render bona fide services not in connection with the offer and sale of securities in a capital-raising transaction. A person may be granted more than one Option and/or Award under the Plan. The Company also may, from time to time and in the manner determined by the Committee, substitute or assume outstanding options or performance or restricted stock awards granted by another company, whether in connection with an acquisition of such other company or otherwise.

5. Administration.

5.1 Committee Authority. This Plan shall be administered by the Committee or the Board acting as the Committee. Subject to the general purposes, terms and conditions of this Plan, and to the direction of the Board, the Committee shall have full power to implement and carry out this Plan. The Committee shall have the authority to:

(a) Construe and interpret the Plan, any Option Agreement or Award Agreement and any other agreement or document executed pursuant to this Plan.

(b) prescribe, amend and rescind rules and regulations relating to this Plan.

(c) select persons to receive Options or Awards.

(d) determine the form and terms of Options and Awards.

(e) determine the number of Shares or other consideration subject to Options and Awards.

(f) determine whether Options and Awards will be granted singly, in combination, in tandem with, in replacement of or as alternatives to, other Options and/or Awards under this Plan or any other incentive or compensation plan of the Company or any Subsidiary or Affiliate of the Company.

(g) grant waivers of Plan, Option or Award conditions.

(h) Determine the vesting, exercisabilty and payment of Options and Awards.

(i) correct any defect, supply any omission, or reconcile inconsistency in the Plan, any Option, any Option Agreement or Award Agreement.

(j) determine whether an Option or Award has been earned.

(k) make all other determinations necessary or advisable for the administration of this Plan.

5.2 Committee Discretion. Any determination made by the Committee with respect to any Option or Award shall be made in its sole discretion at the time of grant of the Option or the Award or, unless in contravention of any express term of this Plan or the Option/Award, at any later time, and such determination shall be final and binding on the Company and all persons having an interest in any Option or Award under this Plan.

5.3 Exchange Act Requirements. If the Company is subject to the Exchange Act, the Company will take appropriate steps to comply with the disinterested director requirements of Section 16(b) of the Exchange Act, including but not limited to, the appointment by the Board of a Committee consisting of not less than two Persons (who are members of the Board), each of whom is a Disinterested Person.

6. Terms and Conditions of Options. The Committee may grant Options to eligible persons and shall determine whether such Options shall be ISOs within the meaning of the Revenue Code or NSOs, the number of Shares subject to such Options, the Exercise Price of such Options, the period during which such Options may be exercised, and all other terms and conditions of such Options, subject to the following:

6.1 Form of Option Grant. Each Option granted under this Plan shall be evidenced by an Option Agreement which shall expressly identify the Option as an ISO or NSO, and be in such form and contain such provisions (which need not be the same for each Participant) as the Committee shall from time to time approve, and which shall comply with and be subject to the terms and conditions of this Plan.

6.2 Date of Grant. The date of grant of an Option shall be the date on which the Committee makes the determination to grant such Option unless otherwise specified by the Committee.

6.3 Exercise Period. Options shall be exercisable within the times or upon the events determined by the Committee as set forth in the Option Agreement; provided, however, that no ISO shall be exercisable after the expiration of ten (10) years from the date the Option is granted; and provided further that no ISO granted to a person who directly or by attribution owns more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Subsidiary of the Company (a "Ten Percent Shareholder") shall be exercisable after the expiration of five (5) years from the date the ISO is granted.

6.4 Exercise Price. The Exercise Price shall be determined by the Committee when the Option is granted, provided, however, that: (a) the Exercise Price of an ISO shall be not less than one hundred percent (100%) of the Fair Market Value of the Shares on the date of grant; (b) the Exercise Price of any ISO granted to a Ten Percent Shareholder shall not be less than one hundred ten percent (110%) of the Fair Market Value of the Shares on the date of grant; and (c) the Exercise Price of any Option may not be decreased to below the par value of the Shares, if any.

6.5 Method of Exercise. Options may be exercised only by delivery to the Company of a written stock option exercise agreement (the "Exercise Agreement") in a form approved by the Committee (which need not be the same for each Participant), together with payment in full of the Exercise Price for the number of Shares being purchased.

6.6 Limitations on ISOs. The aggregate Fair Market Value (determined as of the date of grant) of Shares with respect to which ISOs are exercisable for the first time by a Participant during any calendar year (under this Plan or under any other incentive stock option plan of the Company or any Subsidiary or Affiliate of the Company) shall not exceed One Hundred Thousand Dollars ($100,000). If the Fair Market Value of Shares on the date of grant with respect to which ISOs are exercisable for the first time by a Participant during any calendar year exceeds One Hundred Thousand Dollars ($100,000), the Options for the first One Hundred Thousand Dollars ($100,000) worth of Shares to become exercisable in such calendar year shall be ISOs and the Options for the amount in excess of One Hundred Thousand Dollars ($100,000) that become exercisable in that calendar year shall be NSOs. In the event that the Revenue Code or the regulations promulgated thereunder are amended after the Effective Date of the Plan to provide for a different limit on the Fair Market Value of Shares permitted to be subject to ISOs, such different limit shall be automatically incorporated herein and shall apply to any Options granted after the effective date of such amendment.

6.7 Modification, Extension or Renewal. The Committee may modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor, provided that any such action may not, without the written consent of the Participant, impair any of the Participant's rights under any Option previously granted.

6.8 No Disqualification. Notwithstanding any other provision in this Plan, no term of this Plan relating to ISOs shall be interpreted, amended or altered, nor shall any discretion or authority granted under this Plan be exercised, so as to disqualify this Plan under

Section 422 of the Revenue Code or, without the consent of the Participant affected, to disqualify any ISO under Section 422 of the Revenue Code.

7. Payment For Shares Purchased Upon The Exercise of Options. Payment for Shares upon the exercise of Options may be made in cash or by check or, or in any other manner approved for the Participant by the Committee and where permitted by Section 16(b) of the Exchange Act or other applicable law including, but not limited to, cancellation of indebtedness, payment by a promissory note, waiver of compensation, the surrender of other Company shares, or a cashless exercise through the surrender of a portion of the Option.

8. Withholding Taxes. Whenever Shares and/or other property are to be issued upon exercise of Options or Awards granted under this Plan, the Company may require the Participant to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such Shares. Whenever, under this Plan, payments in satisfaction of Options or Performance Awards are to be made in cash, such payment shall be net of an amount sufficient to satisfy federal, state and local withholding tax requirements.

9. Restricted Stock Awards. Awards of Shares subject to forfeiture and transfer restrictions may be granted by the Committee. Any Restricted Stock Award shall be evidenced by a Restricted Stock Award Agreement in such form as the Committee shall from time to time approve, which agreement shall comply with and be subject to the following terms and conditions and any additional terms and conditions established by the Committee that are consistent with the terms of the Plan.

9.1 Grant of Restricted Stock Awards. Each restricted stock award made under the Plan shall be for such number of Shares as shall be determined by the Committee and set forth in the Restricted Stock Award Agreement containing the terms of such Restricted Stock Award. The Restricted Stock Award Agreement shall set forth a period of time during which the grantee must remain in the continuous employment of the Company in order for the forfeiture and transfer restrictions to lapse. If the Committee so determines, the restrictions may lapse during such restricted period in installments with respect to specified portions of the Shares covered by the Restricted Stock Award. The Restricted Stock Award Agreement may also, in the discretion of the Committee, set forth performance or other conditions that will subject the Shares to forfeiture and transfer restrictions. The Committee may, at its discretion, waive all or any part of the restrictions applicable to any or all outstanding Restricted Stock Awards.

9.2 Delivery of Shares and Restrictions. At the time of a Restricted Stock Award, a certificate representing the number of Shares awarded thereunder shall be registered in the name of the Participant. Such certificate shall be held by the Company or any custodian appointed by the Company for the account of the Participant subject to the terms and conditions of this Plan and the grant or award, and shall bear such a legend setting forth the restrictions imposed thereon as the Committee, in its discretion, may determine. The Participant shall have all rights of a shareholder with respect to the Shares, including the right to receive dividends and the right to vote such Shares, subject

to the following restrictions: (i) the Participant shall not be entitled to delivery of the stock certificate until the expiration of the restricted period and the fulfillment of any other restrictive conditions set forth in the Restricted Stock Award Agreement with respect to such Shares; (ii) none of the Shares may be sold, assigned, transferred, pledged, hypothecated or otherwise encumbered or disposed of during such restricted period or until after the fulfillment of any such other restrictive conditions; and (iii) except as otherwise determined by the Committee, all of the Shares shall be forfeited and all rights of the grantee to such Shares shall terminate, without further obligation on the part of the Company, unless the Participant remains in the continuous employment of the Company for the entire restricted period in relation to which such Shares were granted and unless other restrictive conditions relating to the Restricted Stock Award are met. Any Common Stock, any other securities of the Company and any other property (except for cash dividends) distributed with respect to the Shares subject to Restricted Stock Awards shall be subject to the same restrictions, terms and conditions as such restricted Shares.

9.3 Termination of Restrictions. At the end of the restricted period and provided that any other restrictive conditions of the Restricted Stock Award are met, or at such earlier time as otherwise determined by the Committee, all restrictions set forth in the Restricted Stock Award Agreement relating to the Restricted Stock Award or in this Plan shall lapse as to the Restricted Shares subject thereto, and a stock certificate for the appropriate number of Shares, free of the restrictions and the restricted stock legend, shall be delivered to the Participant or the Participant's beneficiary or estate, as the case my be.

10. Performance Awards.

10.1 Grant of Performance Awards. The Committee is further authorized to grant performance awards. Subject to the terms of this Plan and any applicable award agreement, a Performance Award granted under this Plan: (i) may be denominated or payable in cash, Shares (including without limitation, restricted stock), other securities, other awards or other property; and (ii) shall confer on the Participant rights valued as determined by the Committee, in its discretion, and payable to, or exercisable by, the Participant, in whole or in part, upon the achievement of such performance goals during such performance periods as the Committee, in its discretion, shall establish. Subject to the terms of this Plan and any applicable award agreement, the performance goals to be achieved during any performance period, the length of any performance period, the amount of any Performance Award granted, and the amount of any payment or transfer to be made by the Participant and by the Company under any Performance Award shall be determined by the Committee.

10.2 Shares Subject to Performance Awards. For purposes of this Section 10: (i) if a Performance Award entitles the Participant to receive or purchase Shares, the number of Shares covered by such Performance Award to which such Performance Award relates shall be counted on the date of grant of such Performance Award against the aggregate number of Shares available under this Plan; and (ii) if a Performance Award entitles the Participant to receive cash payments but the amount of such payments are denominated in or based on a number of Shares, the number of Shares shall be counted on the date of

grant of such Performance Award against the aggregate number of shares available under this Plan; provided, however, that Performance Awards that operate in tandem with (whether granted simultaneously with or at a different time from), or that are substituted for, other Performance Awards may be counted or not counted under procedures adopted by the Committee in order to avoid double counting.

11. Privileges of Stock Ownership. No Participant shall have any of the rights of a shareholder with respect to any Shares until the Shares are issued to the Participant.

12. Transferability. Options and Awards granted under this Plan, and any interest therein, shall not be transferable or assignable by a Participant, and may not be made subject to execution, attachment or similar process, otherwise than by will or by the laws of descent and distribution or pursuant to a qualified domestic relations order as defined by the Revenue Code or Title I of the Employee Retirement Income Security Act (or the rules thereunder). During the lifetime of the Participant an Option or Award shall be exercisable only by the Participant, and any elections with respect to an Option or Award may be made only by the Participant.

13. Restrictions on Shares. At the discretion of the Committee, the Company may require that an Option or Award be subject to restrictions including, but not limited to, a right of first refusal or a right to repurchase by the Company.

14. Certificates. All certificates for Shares or other securities delivered under this Plan shall be subject to such stock transfer orders, legends and other restrictions as the Committee may deem necessary or advisable, including restrictions under any applicable federal, state or foreign securities law, or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed.

15. Escrow; Pledge of Shares. To enforce any restrictions on a Participant's Shares, and/or to enforce any obligation of a Participant in connection with an Option or Award the Committee may require the Participant to deposit all certificates representing Shares, together with stock powers or other instruments of transfer approved by the Committee, appropriately endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated, and the Committee may cause a legend or legends referencing such restrictions to be placed on the certificates.

16. Securities Laws and Other Regulatory Compliance. An Option or Award shall not be effective unless such Option or Award is in compliance with all applicable federal and state securities laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed, as they are in effect on the date of grant of the Option or Award and also on the date of exercise or other issuance of Shares. Notwithstanding any other provision in this Plan, the Company shall have no obligation to issue or deliver certificates for Shares under this Plan prior to: (a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable and/or (b) completion of any registration or other qualification of such Shares under any state or federal law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company shall be under no obligation to register the Shares with the

SEC or to effect compliance with the registration, qualification or listing requirements of any state securities laws, stock exchange or automated quotation system, and the Company shall have no liability for any inability or failure to do so.

17. No Obligation to Employ. Nothing in this Plan or any Option or Award granted under this Plan shall confer or be deemed to confer on any Participant any right to continue in the employ of or to continue any other relationship with, the Company or any Subsidiary or Affiliate of the Company or limit in any way the right of the Company or any Subsidiary or Affiliate of the Company to terminate the Participant's employment or other relationship at any time, with or without cause.

18. Adoption and Shareholder Approval. This Plan shall become effective on the date that it is adopted by the Board. This Plan shall be approved by the shareholders of the Company (excluding Shares issued pursuant to this Plan), consistent with applicable laws, within twelve (12) months before or after the Effective Date.

19. Term of Plan. This Plan shall terminate ten (10) years from the Effective Date or, if earlier, the date of shareholder approval.

20. Amendment or Termination of This Plan. The Board may at any time terminate or amend this Plan in any respect, including, without limitation, amendment of any form of Option Agreement or Award Agreement or instrument to be executed pursuant to the Plan; provided, however, that the Board shall not, without the approval of the shareholders of the Company, amend the Plan in any manner that requires such shareholder approval pursuant to the Revenue Code or the regulations promulgated thereunder as such provisions apply to ISO plans or pursuant to the Exchange Act or Rule 16b-3 (or its successor), as amended, thereunder.

21. Nonexclusivity of This Plan. Neither the adoption of this Plan by the Board, the submission of this Plan to the shareholders of the Company for approval nor any provision of this Plan shall be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable including, without limitation, the granting of stock options or awards otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

22. Governing Law. This Plan and all agreements, documents and instruments entered into pursuant to this Plan shall he governed by and construed in accordance with the internal laws of the State of Minnesota, excluding that body of law pertaining to conflict of law or choice of law.

23. Definitions. As used in this Plan, the following terms shall have the following meanings:

"Affiliate" means any corporation that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, another corporation, where "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to cause the detection of the

management and policies of the corporation, whether through the ownership of voting securities, by contract or otherwise.

"Award" means either a Performance Award or Restricted Stock Award granted under this Plan, or both, as the context requires.

"Award Agreement" means either a Performance Award Agreement or Restricted Award Agreement granted under this Plan, or both, as the context requires.

"Board" means the Board of Directors of the Company.

"Committee" means the committee appointed by the Board to administer this Plan, or if no committee is appointed, the Board.

"Company" means Entegris, Inc., a corporation organized under the laws of the State of Minnesota, or any successor corporation.

"Disability" means a disability, whether temporary or permanent, partial or total, within the meaning of Section 22(e)(3) of the Revenue Code, as determined by the Committee.

"Disinterested Person" means a director who has not, during the period that person is a member of the Committee and for one year prior to service as a member of the Committee, been granted or optioned equity securities pursuant to the Plan or any other plan of the Company or any Subsidiary or Affiliate of the Company, except in accordance with the requirements set forth in Rule l6b-3(c)(2)(i) (and any successor regulation thereto) as promulgated by the SEC under Section 16(b) of the Exchange Act, as such rule is amended from time to time and as interpreted by the SEC.

"Effective Date" means the date on which the Board adopts this Plan.

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

"Exercise Price" means the price at which a holder of an Option may purchase the Shares issuable upon exercise of the Option.

"Fair Market Value" means, as of any date, the value of a Share of the Company's Common Stock determined as follows:

(a) if such Common Stock is then quoted on the Nasdaq National Market System, its last reported sale price on the Nasdaq National Market System or, if no such reported sale takes place on such date, the average of the closing bid and asked prices.

(b) if such Common Stock is publicly traded and is then listed on a national securities exchange, the last reported sale price or, if no such reported sale takes place on such date, the average of the closing bid and asked prices on

the principal national securities exchange on which the Common Stock is listed or admitted to trading.

(c) if such Common Stock is publicly traded but is not quoted on the Nasdaq National Market System nor listed or admitted to trading on a national securities exchange, the average of the closing bid and asked prices on such date, as reported by The Wall Street Journal, for the over-the-counter market.

(d) if none of the foregoing is applicable, by the Board of Directors of the Company in good faith.

"Insider" means an officer or director of the Company or any other person whose transactions in the Company's Common Stock are subject to Section 16 of the Exchange Act.

"Option" means a contractual right to purchase Shares at sometime in the future at a specified price.

"Option Agreement" means, with respect to each Option, the signed written agreement between the Company and the Participant setting forth the terms and conditions of the Option.

"Participant" means a person who receives an Option or Award under this Plan.

"Performance Award" means an award of cash, Shares or other property payable upon the achievement of specific performance goals.

"Performance Award Agreement" means, with respect to each Performance Award, the signed written agreement between the Company and the Participant setting forth the terms and conditions of the Performance Award.

"Plan" means this Entegris, Inc. 1999 Long-Term Incentive and Stock Option Plan, as amended from time to time.

"Restricted Stock Award" means an award of Shares subject to forfeiture and transfer restrictions as determined by the Committee.

"Restricted Stock Award Agreement" means, with respect to each Restricted Stock Agreement, the signed written agreement between the Company and the Participant setting forth the terms and conditions of the Restricted Stock Award.

"Revenue Code" means the Internal Revenue Code of 1986, as amended.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Shares" mean shares of the Company's Common Stock, $.01 par value per share, reserved for issuance under this Plan, as adjusted pursuant to Sections 3 and 18 and any successor security.

"Subsidiary" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of granting of the Option, each of the corporations other than the last corporation in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

EXHIBIT 10.2

ENTEGRIS, INC.
OUTSIDE DIRECTORS' OPTION PLAN

1) Definitions. As used in this Plan, the following terms have the following meanings:

(a) "Administrator" means the Board or a committee appointed by the Board.

(b) "Affiliate" means a "parent" or "subsidiary" corporation, as defined in Sections 425(e) and 425(f), respectively, of the Code.

(c) "Board" means the Board of Directors of the Company.

(d) "Code" means the Internal Revenue Code of 1986, as amended.

(e) "Company" means Entegris, Inc., a Minnesota corporation.

(f) "Director" means a member of the Board.

(g) "Effective Date" means the date this Plan is approved by the Company's stockholders.

(h) "Eligible Director" means a Director who is not also an employee of the Company or of an Affiliate.

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

(j) "Grant Date" means the date on which an Option is granted.

(k) "Option" means an option to purchase stock as described in Section 5(a) hereof. An Option granted under this Plan is a nonstatutory option to purchase Stock which does not meet the requirements set forth in Section 422 of the Code.

(l) "Option Agreement" means a written agreement evidencing an Option, in form satisfactory to the Company, duly executed on behalf of the Company and delivered to and executed by an Optionee.

(m) "Optionee" means an Eligible Director who has been granted an Option.

(n) "Plan" means this Entegris, Inc. Outside Directors' Option Plan.

(o) "Securities Act" means the Securities Act of 1933, as amended.

(p) "Stock" means the Common Stock, $.01 par value, of the Company.

(q) "Subscription Agreement" means a written agreement, in form satisfactory to the Company, duty executed by the Company and an Optionee who has an Option to purchase Stock.

(r) "Voting Shares" means the outstanding shares of the Company entitled to vote for the election of directors.

2) Purposes of the Plan. The purposes of this Plan are to attract and retain the best available candidates for the Board, to provide additional equity incentives to Eligible Directors through their participation in the growth value of the Stock and to promote the success of the Company's business. To accomplish the foregoing objectives, this Plan provides a means whereby Eligible Directors will receive Options to purchase Stock.

3) Stock Subject to the Plan. The maximum number of shares of Stock that may be issued pursuant to the Plan upon the exercise of Options is five hundred thousand (500,000). The shares of Stock covered by the portion of any Option that expires or otherwise terminates unexercised under this Plan shall become available again for grant. The number of shares of Stock covered by Options is subject to adjustment in accordance with Section 5(h).

4) Administration. The Administrator shall have the authority to grant Options upon the terms and conditions of this Plan, and to determine all other matters relating to this Plan. The Administrator may delegate ministerial duties to such employees of the Company as it deems proper. All questions of interpretation and application of this Plan shall be determined by the Administrator, and such determinations shall be final and binding on all Persons.

5) Terms and Conditions of Options.

(a) Grant of Option - Options shall be granted pursuant to this Plan as follows:

(1) Grant on Date of Adoption - On the date that this Plan is adopted by the Company's Board of Directors, and subject to subsequent shareholder approval, an Option for fifteen thousand (15,000) shares of Stock shall be granted to each Eligible Director.

(2) Subsequent Grants - On the date of each annual meeting or regular stockholder's meeting subsequent to the Effective Date, an Option for six thousand (6,000) shares of Stock shall be granted immediately after such meeting to each Eligible Director.

(b) Exercise Price - The exercise price of an Option shall be at least 100% of the value of the Stock on the Grant Date, determined in accordance with Section 6 hereof.

(c) Option Term - Each Option granted under this Plan shall expire ten (10) years from the Grant Date.

(d) Option Exercise -

(1) Replacement Options - On the date of adoption of this Plan by the Company's Board of Directors, Options shall be issued to replace currently outstanding options issued under the Fluoroware, Inc. 1997 Directors Stock Option Plan (the "Fluoroware Director Options"). Such replacement Options shall be identical in all respects to and continue the Fluoroware Director Options which are currently outstanding including, but not limited to, carrying forward the original vesting schedules; provided, however, that the number of shares of Stock and exercise price of each replacement Option shall reflect the conversion ratio set forth in that certain June 1, 1999 Consolidation Agreement by and among Empak, Inc., Fluoroware, Inc. and Entegris, Inc. Those Directors or former Directors of Fluoroware, Inc. who qualify as Eligible Directors hereunder shall be entitled to the additional grants provided for by this Plan, including the grant of 15,000 shares on the date of adoption of this Plan as described in Section 5.a. above.

(2) Exercise - An Option shall be exercisable with respect to one hundred percent (100%) of the Stock six (6) months after the Grant Date, provided that the Optionee has served continuously as a Director of the Company since the Grant Date.

(3) Compliance with Securities Laws - Stock shall not be issued pursuant to the exercise of an Option unless the exercise of the Option and the issuance and delivery of Stock pursuant thereto shall comply with all relevant provisions of law including, without limitation, the Securities Act, the Exchange Act, applicable state securities laws, the rules and regulations promulgated under each of the foregoing, the requirements of the New York Stock Exchange (if the Company's securities are listed thereon) and the requirements of Nasdaq pertaining to the National Market System (if the Company's are quoted thereon), and shall be further subject to the approval of counsel to the Company with respect to such compliance.

(e) Registration and Resale - If the Stock subject to this Plan is not registered under the Securities Act and under applicable state securities laws, the Administrator may require that the Optionee deliver to the Company such documents as counsel to the Company may determine are necessary or advisable in order to substantiate compliance with applicable securities laws and the rules and regulations promulgated thereunder.

(f) Payment Upon Exercise - At the time written notice of exercise of an Option is given to the Company, the Optionee shall make payment in full, in cash or check or by one of the methods specified below, for all Stock purchased pursuant to the exercise of the Option.

(g) Payment of Exercise Price; Delivery of Stock - An Option may be exercised by any method approved by the Administrator including delivery by the Optionee of Stock already owned by the Optionee for all or part of the aggregate exercise price of the Stock as to which the Option is being exercised, so long as: (i) the value of such Stock (determined as provided in Section 6) is equal on the date of exercise to the aggregate exercise price of the shares of Stock as to which the Option is being exercised, or such portion thereof as the Optionee is authorized to pay by delivery of Stock, and (ii) such previously owned shares have been held by the Optionee for at least six (6) months.

(h) Adjustments - If the Stock is changed by reason of a stock split, reverse stock split, stock dividend or recapitalization, or is converted into or exchanged for other securities, the Administrator shall make such appropriate adjustments in: (i) the number and class of shares of Stock subject to this Plan; (ii) each Option outstanding under this Plan; and (iii) the exercise price of each outstanding Option; provided, however, that the Company shall not be required to issue fractional shares as a result of any such adjustment. Each such adjustment shall be determined by the Administrator in its sole discretion, which determination shall be final and binding on all persons. Any new or additional Stock to which an Optionee may be entitled under this Section 5(h) shall be subject to all of the terms and conditions set forth in Section 5 of this Plan.

(i) No Assignment - No right or benefit under, or interest in, this Plan shall be subject to assignment or transfer (other than by will or the laws of descent and distribution), and no such right, benefit or interest shall be subject to attachment or legal process for or against Optionee or his or her beneficiaries, as the case may be. During the life of the Optionee, an Option shall be exercisable only by the Optionee or, in the event of disability of the Optionee, by the Optionee's guardian or legal representative.

(j) Termination; Expiration of Unvested Options - Options granted to an Optionee under this Plan, to the extent such rights have not expired or been exercised, shall terminate on the date set forth in the Stock Option Agreement.

6) Determination of Value. For purposes of this Plan, the value of the Stock shall be the closing sales price on the New York Stock Exchange or the Nasdaq National Market System, as the case may be, on the date the value is to be determined as reported in The Wall Street Journal. If there are no trades on such date, the closing sale price on the last preceding business day upon which trades occurred shall be the fair market value. If the Stock is not listed on the New York Stock Exchange or quoted on the Nasdaq National Market System, the fair market value shall be determined based on the mean between the closing bid and asked prices, and if a public market does not exist for the Stock, then the value of the Stock shall be determined by the Administrator.

7) Manner of Exercise. An Optionee wishing to exercise an Option shall give written notice to the Company at its principal executive office, to the attention of the Chief Financial Officer of the Company, accompanied by an executed Subscription Agreement and by payment of the Option exercise price in accordance with Section 5(f). The date the Company receives written notice of an exercise hereunder accompanied by payment of the Option exercise

price will be considered the date the Option is exercised. Promptly after receipt of such written notice and payment, the Company shall deliver to the Optionee or such other person permitted to exercise such option under Section 5(i), a certificate or certificates for the requisite number of shares of Stock.

8) Rights.

(a) Rights as Optionee - No Eligible Director shall acquire any rights as an Optionee unless and until an Option Agreement has been duly executed on behalf of the Company, delivered to the Optionee and executed by the Optionee.

(b) Rights as Stockholder - No person shall have any rights as a stockholder of the Company with respect to any Stock subject to an Option until the date that a stock certificate has been issued and delivered to the Optionee.

(c) No Right to Re-election - Nothing contained in this Plan or any Option Agreement shall be deemed to create any obligation on the part of the Board to nominate any Director for re-election by the Company's stockholders, or confer upon any Director the right to remain a member of the Board for any period of time, or at any particular rate of compensation.

9) Registration and Resale. The Board may, but shall not be required to, cause this Plan, the Options and the Stock subject to this Plan to be registered under the Securities Act and under the securities laws of any state. No Option may be exercised, and the Company shall not be obliged to grant any Stock upon exercise of an Option, unless, in the opinion of counsel for the Company, such exercise and grant is in compliance with all applicable federal and state securities laws and the rules and regulations promulgated thereunder. As a condition to the grant of an Option for the issuance of Stock upon the exercise of an Option, the Administrator may require that the Optionee agree to comply with such provisions and federal and state securities laws as may be applicable to such grant or the issuance of Stock, and that the Optionee delivers to the Company such documents as counsel for the Company may determine are necessary or advisable in order to substantiate compliance with applicable securities laws and the rules and regulations promulgated thereunder.

10) Amendment, Suspension or Termination of the Plan. The Board may at any time amend, alter, suspend or discontinue this Plan, except to the extent that stockholder approval is required for any amendment or alteration: (a) by Rule 16b-3 or applicable law in order to exempt from Section 16(b) of the Exchange Act any transaction contemplated by this Plan; (b) by the rules of the New York Stock Exchange, if the Company's securities are listed thereon; or (c) by the rules of Nasdaq pertaining to the National Market System, if the Company's securities are quoted thereon; provided, however, no amendment, alteration, suspension or discontinuation shall be made that would impair the rights of any Optionee under an Option without such Optionee's consent; and provided further, that any provision in this Plan relating to the eligibility of Directors to participate in this Plan, the timing of Option grants made under this Plan or the amount of Options granted to a Director under this Plan, shall not be amended more than once every six (6) months, other than to comport with the changes in the

Code or the rules thereunder. Subject to the foregoing, the Administrator shall have the power to make such changes in the regulations and administrative provisions hereunder, or in any Option (with the Optionee's consent), as in the opinion of the Administrator may be appropriate from time to time.

11) Indemnification of Administrator. Members of the group constituting the Administrator shall be indemnified for actions with respect to this Plan to the fullest extent permitted by the Articles of Incorporation, as amended, and the Bylaws of the Company and by the terms of any indemnification agreement that has been or shall be entered into from time to time between the Company and any such person.

12) Headings. The headings used in this Plan are for convenience only, and shall not be used to construe the terms and conditions of this Plan.

Exhibit 10.4

FLUOROWARE, INC.
EMPLOYEE STOCK OWNERSHIP PLAN TRUST AGREEMENT
(1995 Restatement)

First Effective September 1, 1984
As Amended and Restated Effective September 1, 1995

FLUOROWARE, INC.
EMPLOYEE STOCK OWNERSHIP PLAN TRUST AGREEMENT
(1995 Restatement)

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FLUOROWARE, INC.
EMPLOYEE STOCK OWNERSHIP PLAN TRUST AGREEMENT
(1995 Restatement)

THIS AGREEMENT, Made and entered into as of _____, 1995, by and between FLUOROWARE, INC., a Minnesota corporation (the "Principal Sponsor"), and DANIEL QUERNEMOEN, STAN GEYER and RICHARD G. REVORD, as trustees (collectively, together with their successors, the "Trustee");

WITNESSETH: That

WHEREAS, The Principal Sponsor has heretofore established and maintained an employee stock ownership plan (the "Plan") which, in its most recent form, is embodied in documents dated September 1, 1984 and entitled "Fluoroware, Inc. Employee Stock Ownership Plan Trust Agreement (1984 Statement)" (as amended by various documents); and

WHEREAS, The Principal Sponsor has reserved to itself the power to amend further the Plan documents; and

WHEREAS, It is desired to amend and restate the Plan documents in a single instrument in the manner hereinafter set forth;

NOW THEREFORE, The Plan documents are hereby amended and restated, effective as of September 1, 1995, to read in full as follows:

SECTION 1

INTRODUCTION

1.1. Definitions. When the following terms are used herein with initial capital letters, they shall have the following meanings:

1.1.1. Account -- the account maintained for each Participant to which is credited the Participant's allocable share of the Employer contributions and the Participant's allocable share of forfeitures under the Plan, together with any increase or decrease thereon.

1.1.2. Affiliate -- a business entity which is under "common control" with the Employer or which is a member of an "affiliated service group" that includes the Employer, as those terms are defined in section 414(b), (c) and (m) of the Code. A business entity which is a predecessor to the Employer shall be treated as an Affiliate if the Employer maintains a plan of such predecessor business entity or if, and to the extent that, such treatment is otherwise required by regulations under section 414(a) of the Code. A business entity shall also be treated as an Affiliate if, and to the extent that, such treatment is required by regulations under section 414(o) of the Code. In addition to said required treatment, the Principal Sponsor may, in its discretion, designate as an Affiliate any business entity which is not such a "common control," "affiliated service group" or "predecessor" business entity but which is otherwise affiliated with the Employer, subject to such limitations as the Principal Sponsor may impose.

1.1.3. Annual Valuation Date -- each August 31.

1.1.4. Beneficiary -- a person designated by a Participant (or automatically by operation of this Plan Statement) to receive all or a part of the Participant's Account in the event of the Participant's death prior to full distribution thereof. A person so designated shall not be considered a Beneficiary until the death of the Participant.

1.1.5. Code -- the Internal Revenue Code of 1986, including applicable regulations for the specified section of the Code. Any reference in this Plan Statement to a section of the Code, including the applicable regulation, shall be considered also to mean and refer to any subsequent amendment or replacement of that section or regulation.

1.1.6. Committee -- the committee established in accordance with the provisions of Section 12.2, known as the Administrative Committee.

1.1.7. Disability -- a medically determinable physical or mental impairment which: (i) renders the individual incapable of performing any substantial gainful employment, (ii) can be expected to be of long-continued and indefinite duration or result in death, and (iii) is evidenced by a certification to this effect by a doctor of medicine approved by the Administrative Committee. In lieu of such a certification, the Administrative Committee may accept, as proof of Disability, the official written determination that the individual will be eligible for disability benefits under the federal Social Security Act as now enacted or hereinafter amended (when any waiting period expires). The Administrative

Committee shall determine the date on which the Disability shall have occurred if such determination is necessary.

1.1.8. Effective Date -- September 1, 1995, subject to Section 1.3.

1.1.9. Eligibility Service -- a measure of an employee's service with the Employer and all Affiliates (stated as a number of years) which is equal to the number of computation periods for which the employee is credited with one thousand (1,000) or more Hours of Service; subject, however, to the following rules:

(a) Computation Periods. The computation periods for determining Eligibility Service shall be the twelve (12) consecutive month period beginning with the date the employee first performs an Hour of Service and all Plan Years beginning after such date (irrespective of any termination of employment and subsequent reemployment).

(b) Completion. A year of Eligibility Service shall be deemed completed only as of the last day of the computation period (irrespective of the date in such period that the employee completed one thousand Hours of Service). (Fractional years of Eligibility Service shall not be credited.)

(c) Pre-Effective Date Service. Eligibility Service shall be credited for Hours of Service earned and computation periods completed before September 1, 1995 under the Prior Plan Statement.

(d) Pre-Effective Date Breaks in Service. Eligibility Service cancelled before September 1, 1995 by operation of the Plan's break in service rules as they existed before September 1, 1995 shall continue to be cancelled on and after September 1, 1995.

1.1.10. Employer -- the Principal Sponsor, any business entity that adopts the Plan pursuant to Section 9.4, and any successor thereof that adopts the Plan.

1.1.11. Employment Commencement Date -- the date upon which an employee first performs one (1) hour of Service for the Employer or an Affiliate (without regard to whether such Hour of Service is performed in Recognized Employment or otherwise).

1.1.12. ERISA -- the Employee Retirement Income Security Act of 1974, including applicable regulations for the specified section of ERISA. Any reference in this Plan Statement to a section of ERISA, including the applicable regulation, shall be considered also to mean and refer to any subsequent amendment or replacement of that section or regulation.

1.1.13. Event of Maturity -- any of the occurrences described in Section 6 by reason of which a Participant or Beneficiary may become entitled to a distribution from the Plan.

1.1.14. Exempt Loan -- a direct or indirect extension of credit to the Plan that is made or is guaranteed by either a party in interest (as defined in section 3(14) of ERISA) or a disqualified person (as defined in section 4975 of the Code), and which satisfies the following requirements:

(a) The proceeds of the Exempt Loan must be used solely to acquire Qualifying Employer Securities for the Unallocated Reserve, or to repay such Exempt Loan, or to repay a prior Exempt Loan, or for any combination of the foregoing purposes.

(b) The Exempt Loan must be without recourse against the Fund except that:

(i) The Qualifying Employer Securities acquired with the proceeds of the Exempt Loan may be pledged or otherwise used to secure repayment of the Exempt Loan (and certificates evidencing Qualifying Employer Securities so pledged may be delivered to and held by the lender, including who is the Employer or otherwise is such a party in interest or disqualified person, solely for the purpose of perfecting such pledge), and

(ii) Any Qualifying Employer Securities which were acquired with the proceeds of a prior Exempt Loan which was repaid with the proceedsof the Exempt Loan may be pledged or otherwise used to secure repayment of the Exempt Loan, and

(iii) Any Employer contributions made to the Plan in cash that are made for the purpose of satisfying the Plan's obligations under the Exempt Loan may be pledged or otherwise used to secure repayment of the Exempt Loan, and

(iv) The earnings of the Qualifying Employer Securities acquired with the proceeds of an Exempt Loan and which continue to be pledged or otherwise used as security for the Exempt Loan may be pledged or otherwise used as security for an Exempt Loan.

(c) Shares of Qualifying Employer Securities held to secure repayment of an Exempt Loan shall be released from encumbrance (and from the Unallocated Reserve) as of the last day of each Plan Year as the Exempt Loan is paid. The number of shares which shall be so released from encumbrance (and from the Unallocated Reserve) is equal to the number of encumbered Qualifying Employer Securities held in the Unallocated Reserve immediately before release for the current Plan Year multiplied by a fraction. The numerator of the fraction shall equal interest and the principal payments made on the Exempt Loan from the Employer contribution made for the Plan Year. The denominator of the fraction shall equal the sum of the numerator plus the principal and interest to be paid for all future years (disregarding any possible extensions or renewal periods). If the interest rate on the Exempt Loan is

variable, the interest to be paid in the future shall be computed by using the interest rate in effect as of the last day of the current Plan Year.

(d) For the purpose of the foregoing, the amount of principal and interest in any payment shall be determined in accordance with standard loan amortization tables.

(e) The rate of interest (which may be fixed or variable) on the Exempt Loan must not be in excess of a reasonable rate of interest, considering all relevant factors including (but not limited to) the amount and duration of the loan, the security given, the guarantees involved, and the credit standing of the Plan and the guarantors and the generally prevailing rates of interest.

(f) In the event of default upon an Exempt Loan, the fair market value of Qualifying Employer Securities and other assets which can be transferred in satisfaction of the loan must not exceed the amount of the loan. If the lender is a party in interest or disqualified person, the loan must provide for a transfer of Plan assets upon default only upon and to the extent of the failure of the Plan to satisfy the payment schedule of the Exempt Loan.

1.1.15. Fund -- the assets of the Plan held by the Trustee from time to time, including all contributions and the investments and reinvestments, earnings and profits thereon.

1.1.16. Hours of Service -- a measure of an employee's service with the Employer and all Affiliates, determined for a given computation period and equal to the number of hours credited to the employee according to the following rules:

(a) Paid Duty. An Hour of Service shall be credited for each hour for which the employee is paid, or entitled to payment, for the performance of duties for the Employer or an Affiliate. These hours shall be credited to the employee for the computation period or periods in which the duties are performed or, if different, to the computation period or periods in which the employee ispaid for such hours; provided, however, that no hours will be credited to the computation period or periods in which the employee is paid for such hours unless the Hours of Service to be credited are in connection with a period of no more than thirty-one (31) days that extends beyond the computation period or periods in which the duties are performed.

(b) Paid Nonduty. An Hour of Service shall be credited for each hour for which the employee is paid, or entitled to payment, by the Employer or an Affiliate on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to paid time off ("PTO"), vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence; provided, however, that:

(i) no more than five hundred one (501) Hours of Service shall be credited on account of a single continuous period during which the employee performs no duties (whether or not such period occurs in a single computation period),

(ii) no Hours of Service shall be credited on account of payments made under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws,

(iii) no Hours of Service shall be credited on account of payments which solely reimburse the employee for medical or medically related expenses incurred by the employee, and

(iv) payments shall be deemed made by or due from the Employer or an Affiliate whether made directly or indirectly from a trust fund or an insurer to which the Employer or an Affiliate contributes or pays premiums.

These hours shall be credited to the employee for the computation period for which payment is made or, if the payment is not computed by reference to units of time, the hours shall be credited to the first computation period in which the event, for which any part of the payment is made, occurred.

(c) Back Pay. An Hour of Service shall be credited for each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer or an Affiliate. The same Hours of Service credited under paragraph (a) or (b) shall not be credited under this paragraph (c). The crediting of Hours of Service under this paragraph (c) for periods and payments described in paragraph (b) shall be subject to all the limitations of that paragraph. These hours shall be credited to the employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

(d) Unpaid Absences.

(i) Military Leaves. During service in the Armed Forces of the United States, if the employee both entered such service and returned to employment with the Employer or an Affiliate from such service under circumstances entitling the employee to reemployment rights granted veterans under federal law, the employee shall be credited with the number of Hours of Service which otherwise would normally have been credited to such employee but for such absence; provided, however,that if the employee does not return to employment for any reason other than death, Disability or attainment of Normal Retirement Age

within the time prescribed by law for the retention of veteran's reemployment rights, such Hours of Service shall not be credited.

(ii) Leaves of Absence. If (and to the extent that) the Administrative Committee so provides in rules, during each unpaid leave of absence authorized by the Employer or an Affiliate for Plan purposes under such rules, the employee shall be credited with the number of Hours of Service which otherwise would normally have been credited to such employee but for such absence; provided, however, that if the employee does not return to employment for any reason other than death, Disability or attainment of Normal Retirement Age at the expiration of the leave of absence, such Hours of Service shall not be credited.

(iii) Parenting Leaves. To the extent not otherwise credited, Hours of Service shall be credited to an employee for any period of absence from work beginning in Plan Years commencing after August 31, 1985, due to pregnancy of the employee, the birth of a child of the employee, the placement of a child with the employee in connection with the adoption of such child by the employee or for the purpose of caring for such child for a period beginning immediately following such birth or placement. The employee shall be credited with the number of Hours of Service which otherwise would normally have been credited to such employee but for such absence. If it is impossible to determine the number of Hours of Service which would otherwise normally have been so credited, the employee shall be credited with eight (8) Hours of Service for each day of such absence. In no event, however, shall the number of Hours of Service credited for any such absence exceed five hundred one (501) Hours of Service. Such Hours of Service shall be credited to the computation period in which such absence from work begins if crediting all or any portion of such Hours of Service is necessary to prevent the employee from incurring a One-Year Break in Service in such computation period. If the crediting of such Hours of Service is not necessary to prevent the occurrence of a One-Year Break in Service in that computation period, such Hours of Service shall be credited in the immediately following computation period (even though no part of such absence may have occurred in such subsequent computation period). These Hours of Service shall not be credited until the employee furnishes timely information which may be reasonably required by the Administrative Committee to establish that the absence from work is for a reason for which these Hours of Service may be credited.

(e) Special Rules. To the extent not inconsistent with other provisions hereof, Department of Labor regulations 29 C.F.R. (S) 2530.200b-2(b) and (c) are hereby incorporated by reference herein. To the extent required under section 414 of the Code, services of leased employees, leased owners, leased managers, shared employees, shared leased employees and other similar classifications by the Employer or an Affiliate shall be taken into account as if such services were performed as a common law employee of the Employer for the purposes of determining Eligibility Service and One-Year Breaks in Service as applied to Eligibility Service.

(f) Equivalency for Exempt Employees. Notwithstanding anything to the contrary in the foregoing, the Hours of Service for any employee for whom the Employer or an Affiliate is not otherwise required by state or federal"wage and hour" or other law to count hours worked shall be credited on the basis that, without regard to the employee's actual hours, such employee shall be credited with one hundred ninety (190) Hours of Service for a calendar month if, under the provisions of this Section (other than this paragraph), such employee would be credited with at least one (1) Hour of Service during that calendar month.

1.1.17. Investment Manager -- the person or persons, other than the Trustee, appointed pursuant to Section 10.13 to manage all or a portion of the Fund or any Subfund.

1.1.18. Normal Retirement Age -- the date a Participant attains age sixty-five (65) years.

1.1.19. Participant -- an employee of the Employer who becomes a Participant in the Plan in accordance with the provisions of Section 2. An employee who has become a Participant shall be considered to continue as a Participant in the Plan until the date of the Participant's death or, if earlier, the date when the Participant is no longer employed in Recognized Employment and upon which the Participant no longer has any Account under the Plan (that is, the Participant has both received a distribution of all of the Participant's Vested Account, if any, and the Participant's suspense account, if any, has been forfeited and disposed of as provided in Section 6.2).

1.1.20. Period of Service -- a measure of an employee's employment with the Employer and all Affiliates which is equal to the period commencing on the employee's Employment Commencement Date or Reemployment Commencement Date, whichever is applicable, and ending on the next following Severance from Service Date; provided, however:

(a) Aggregation. Unless some or all of an employee's service may be disregarded pursuant to other rules of this Plan Statement, all discontinuous Periods of Service shall be aggregated in determining the total of an employee's Period of Service. A Period of Service shall be stated in years and days and when aggregating discontinuous periods on less than one (1) year, three hundred sixty-five (365) days shall equal one (1) year.

(b) Service Spanning No. 1. If an employee quits, is discharged or retires from service with an Employer and all Affiliates and performs an Hour of Service within the twelve (12) months following the Severance from Service Date, that Period of Severance shall be deemed to be a Period of Service.

(c) Service Spanning No. 2. If an employee severs from service by reason of a quit, a discharge or retirement during the first twelve (12) months of an absence from service for any reason other than a quit, a discharge, retirement or death, and then performs an Hour of Service within the twelve (12) months following the date on which the employee was first absent from service, the Period of Severance shall be deemed to be a Period of Service.

(d) Leased Employees. To the extent required under section 414 of the Code, services of leased employees, leased owners, leased managers, shared employees, shared leased employees and other similar classifications by the Employer or an Affiliate shall be taken into account as if such services were performed as a common law employee of the Employer for the purpose of determining Vesting Service and Periods of Severance as applied to Vesting Service.

1.1.21. Period of Severance -- the period of time commencing on an employee's Severance from Service Date and ending on the date on which that employee next again performs an Hour of Service for the Employer or for an Affiliate (without regard to whethersuch Hour of Service is performed in Recognized Employment or otherwise). A Period of Severance shall be stated in years and days.

Notwithstanding the foregoing, for the limited purpose of determining the length of a Period of Severance, the Severance from Service Date for an employee shall be advanced during any period of an absence from work (which began after December 31, 1984) due to the pregnancy of the employee, the birth of a child of the employee, the placement of a child with the employee in connection with the adoption of such child by the employee, or for the purpose of caring for such child for a period beginning immediately following such birth or placement. In no event, however, shall the Severance from Service Date be advanced under the foregoing sentence to a date that is later than the last day of the calendar month which is two (2) years after the first of such absence. This adjustment in the Severance from Service Date shall not be made until the employee furnishes timely information which may be reasonably required by the Committee to establish that the absence from work is for a reason for which this adjustment will be made.

1.1.22. Plan -- the tax-qualified stock bonus and leveraged employee stock ownership plan of the Employer established for the benefit of employees eligible to participate therein, as first set forth in this Plan Statement. (As used herein, "Plan" refers to the legal entity established by the Employer and not to the document pursuant to which the Plan is maintained. That document is referred to herein as the "Plan Statement.") The Plan shall be referred to as the "FLUOROWARE, INC. EMPLOYEE STOCK OWNERSHIP PLAN."

1.1.23. Plan Statement -- this document entitled "FLUOROWARE, INC. EMPLOYEE STOCK OWNERSHIP PLAN TRUST AGREEMENT (1995 Restatement)" as adopted by the Principal Sponsor effective as of September 1, 1995, as the same may be amended from time to time.

1.1.24. Plan Year -- the twelve (12) consecutive month period ending on any Annual Valuation Date.

1.1.25. Principal Sponsor -- Fluoroware, Inc., a Minnesota corporation.

1.1.26. Prior Plan Statement -- the document pursuant to which the Plan was established effective as of September 1, 1984, and operated thereafter until September 1, 1995.

1.1.27. Qualifying Employer Securities -- common stock of Fluoroware, Inc. or of any other corporation which is an affiliate and a member of a controlled group of corporations including Fluoroware, Inc. within the meaning of section 407(d)(7) of ERISA. If at any time there is more than one class of such common stock, Qualifying Employer Securities shall mean only that class of common stock having a combination of voting power and dividend rights equal to or in excess of:

(a) that class of common stock having the greatest voting power, and

(b) that class of common stock having the greatest dividend rights.

1.1.28. Recognized Compensation -- wages within the meaning of section 3401(a) of the Code for purposes of federal income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code) and paid to the Participant by the Employer for the applicable period; subject, however, to the following:

(a) Included Items. In determining a Participant's Recognized Compensation there shall be included elective contributions made by the Employer on behalf of the Participant that are not includible in gross income undersections 125, 402(e)(3), 402(h), 403(b), 414(h)(2) and 457 of the Code including elective contributions authorized by the Participant under a Retirement Savings Agreement, a cafeteria plan or any other qualified cash or deferred arrangement under section 401(k) of the Code.

(b) Excluded Items. In determining a Participant's Recognized Compensation there shall be excluded all of the following: (i) reimbursements or other expense allowances (including all living and other expenses paid on account of the Participant being on foreign assignment), (ii) welfare and fringe benefits (both cash and noncash) including third-party sick pay (i.e., short-term and long- term disability insurance benefits), income imputed from insurance coverages and premiums, employee discounts and other similar amounts, payments for vacation or sick leave accrued but not taken, final payments on account of termination of employment (i.e., severance payments), except that final

payments on account of settlement for accrued but unused paid time off shall be taken into account in determining a Participant's Recognized Compensation, (iii) moving expenses, (iv) deferred compensation (both when deferred and when received), (v) all bonuses except the Twelve-Hour Equalization Bonus, (vi) all commissions, (vii) all overtime, and (viii) the value of a qualified or a non-qualified stock option granted to a Participant by the Employer to the extent such value is includable in the Participant's taxable income.

(c) Pre-Participation Employment. Remuneration paid by the Employer attributable to periods prior to the date the Participant became a Participant in the Plan shall not be taken into account in determining the Participant's Recognized Compensation.

(d) Non-Recognized Employment. Remuneration paid by the Employer for employment that is not Recognized Employment shall not be taken into account in determining a Participant's Recognized Compensation.

(e) Attribution to Periods. A Participant's Recognized Compensation shall be considered attributable to the period in which it is actually paid and not when earned or accrued; provided, however, amounts earned but not paid in a Plan Year because of the timing of pay periods and pay days may be included in the Plan Year when earned if these amounts are paid during the first few weeks of the next Plan Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants and no amount is included in more than one Plan Year.

(f) Excluded Periods. Amounts received after the Participant's termination of employment shall not be taken into account in determining a Participant's Recognized Compensation.

(g) Multiple Employers. If a Participant is employed by more than one Employer in a Plan Year, a separate amount of Recognized Compensation shall be determined for each Employer.

(h) Annual Maximum. A Participant's Recognized Compensation for a Plan Year shall not exceed the annual compensation limit under section 401(a)(17) of the Code. In determining a Participant's Recognized Compensation, the rules of section 414(q)(6) of the Code apply, except that in applying such rules, the term "family" shall include only the spouse of the Participant and lineal descendants of the Participant who have not attained age nineteen (19) years before the close of the Plan Year. If Participants are aggregated as such family members (and do not otherwise agree in writing), the Recognized Compensation of each family member shall equal the annualcompensation limit under section 401(a)(17) of the Code multiplied by a fraction, the numerator of which is such family member's Recognized Compensation (before application of such annual compensation limit) and the denominator of which

is the total Recognized Compensation (before application of such annual compensation limit) of all such family members. For purposes of the foregoing, the annual compensation limit under section 401(a)(17) of the Code shall be Two Hundred Thousand Dollars ($200,000) (as adjusted under the Code for cost of living increases) for Plan Years beginning before January 1, 1994, and shall be One Hundred and Fifty Thousand Dollars ($150,000) (as so adjusted) for Plan Years beginning on or after January 1, 1994.

1.1.29. Recognized Employment -- all employment with the Employer, excluding, however, employment classified by the Employer as:

(a) employment in a unit of employees whose terms and conditions of employment are subject to a collective bargaining agreement between the Employer and a union representing that unit of employees, unless (and to the extent) such collective bargaining agreement provides for the inclusion of those employees in the Plan,

(b) employment of a nonresident alien who is not receiving any earned income from the Employer which constitutes income from sources within the United States,

(c) employment in a division or facility of the Employer which was not in existence on September 1, 1984 (that is, was acquired, established, founded or produced by the liquidation or similar discontinuation of a separate subsidiary after September 1, 1984) unless and until the Committee shall declare such employment to be Recognized Employment,

(d) employment of a United States citizen or a United States resident alien outside the United States unless and until the Committee shall declare such employment to be Recognized Employment,

(e) employment as a temporary employee,

(f) services of a person who is not a common law employee of the Employer including, without limiting the generality of the foregoing, services of a leased employee, leased owner, leased manager, shared employee, shared leased employee or other similar classification, and

(g) employment of a highly compensated employee (as defined in Section 414 of the Code) to the extent agreed to in writing by the employee.

1.1.30. Reemployment Commencement Date -- the date upon which an Employee first performs an Hour of Service for the Employer or for an Affiliate following a Period of Severance that is not deemed to be a Period of Service (without regard to whether such Hour of Service is performed in Recognized Employment or otherwise).

1.1.31. Severance from Service Date -- the earlier of:

(a) the date upon which an employee quits, is discharged or retires from service with the Employer and all Affiliates, or dies; or

(b) the date which is the first anniversary of the first day of a period in which an employee remains continuously absent from service (with or without pay) with the Employer and all Affiliates for any reason other than a quit, adischarge, retirement or death, such as vacation, holiday, sickness, disability, leave of absence or layoff.

1.1.32. Trustee -- the Trustees originally named hereunder and their successors or successor in trust. Where the context requires, Trustee shall also mean and refer to any one or more co-trustees serving hereunder.

1.1.33. Unallocated Reserve -- the portion of the assets of the Fund which consist of shares of Qualifying Employer Securities (and the dividends thereon) which are acquired with the proceeds of an Exempt Loan (pursuant to Section 3.1) and which are held pending allocation to the Accounts of Participants (as provided in Section 3.2).

1.1.34. Valuation Date -- the Annual Valuation Date and such additional dates, if any, as the Committee, in its discretion, may determine under rules.

1.1.35. Vested -- nonforfeitable, i.e., a claim obtained by a Participant or the Participant's Beneficiary to that part of an immediate or deferred benefit hereunder which arises from the Participant's service, which is unconditional and which is legally enforceable against the Plan.

1.1.36. Vesting Service -- a measure of an employee's service with the Employer and all Affiliates; subject, however, to the following rules:

(a) Period of Service. Except as provided below, an employee's Vesting Service as of any date shall be equal to the employee's Period of Service determined as of that same date.

(b) Vesting in Pre-Five Year Severance Accounts. If an employee has a five (5) year (or longer) Period of Severance, the employee's Account shall be divided into the portion attributable to Employer contributions allocated with respect to employment before such Period of Severance and the portion attributable to Employer contributions allocated with respect to employment after such Period of Severance and employment after such five (5) year (or longer) Period of Severance shall not be taken into account in computing the Vested percentage in the employee's Account attributable to Employer contributions allocated with respect to employment before such five (5) year (or longer) Period of Severance.

(c) Vesting in Post-Five Year Severance Accounts. Except as provided in the following sentences of this paragraph, if an employee has a Period of Severance and returns thereafter to employment with the Employer or an Affiliate, both

employment before and employment after such Period of Severance shall be taken into account in computing the Vested percentage in the employee's Account attributable to Employer contributions allocated with respect to employment after such Period of Severance. If, however, the employee does not have any Vested interest in an Account upon the occurrence of a Period of Severance which equals or exceeds in length the greater of five (5) years or the employee's prior Vesting Service, such prior Vesting Service shall be disregarded. Any Vesting Service disregarded by a prior application of this paragraph need not thereafter be taken into account.

1.2. Rules of Interpretation. An individual shall be considered to have attained a given age on the individual's birthday for that age (and not on the day before). The birthday of any individual born on a February 29 shall be deemed to be February 28 in any year that is not a leap year. Notwithstanding any other provision of this Plan Statement or any election or designation made under the Plan, any individual who feloniously and intentionally kills a Participant or Beneficiary shall be deemed for all purposes of this Plan and all elections anddesignations made under this Plan to have died before such Participant or Beneficiary. A final judgment of conviction of felonious and intentional killing is conclusive for the purposes of this Section. In the absence of a conviction of felonious and intentional killing, the Administrative Committee shall determine whether the killing was felonious and intentional for the purposes of this Section. Whenever appropriate, words used herein in the singular may be read in the plural, or words used herein in the plural may be read in the singular; the masculine may include the feminine and the feminine may include the masculine; and the words "hereof," "herein" or "hereunder" or other similar compounds of the word "here" shall mean and refer to this entire Plan Statement and not to any particular paragraph or Section of this Plan Statement unless the context clearly indicates to the contrary. The titles given to the various Sections of this Plan Statement are inserted for convenience of reference only and are not part of this Plan Statement, and they shall not be considered in determining the purpose, meaning or intent of any provision hereof. Any reference in this Plan Statement to a statute or regulation shall be considered also to mean and refer to any subsequent amendment or replacement of that statute or regulation. This document has been executed and delivered in the State of Minnesota and has been drawn in conformity to the laws of that State and shall, except to the extent that federal law is controlling, be construed and enforced in accordance with the laws of the State of Minnesota.

1.3. Transitional Rules. Notwithstanding the general effective date of Section 1.1.8, the following Sections of the Plan Statement are effective for Plan Years beginning on or after September 1, 1989: Section 1.1.16(e), Section 1.1.29, Section 5.3, Section 9.4, Section 11.1, Section 12.10. Notwithstanding the general effective date of Section 1.1.8, Section 1.1.28(h) of the Plan Statement is effective for Plan Years beginning on or after September 1, 1994. Notwithstanding the general effective date of Section 1.1.8, the following Sections of the Plan Statement are effective for Plan Years beginning on or after September 1, 1987: Section 3.6, Appendix A, Appendix B and Appendix D. Notwithstanding the general effective date of Section 1.1.8, the following Sections of the Plan Statement are effective on or after January 1, 1993: Section 7.1.4, Section 7.1.5 and Appendix C. Notwithstanding the general effective date of Section 1.1.8, Section 10.6(b) shall be effective beginning August 1, 1992.

SECTION 2

ELIGIBILITY AND PARTICIPATION

2.1. General Eligibility Rule. Each employee shall become a Participant on the first day (commencing with the Effective Date) next following the date as of which the employee has completed one (1) year of Eligibility Service, if the employee is then employed in Recognized Employment. If the employee is not then employed in Recognized Employment, the employee shall become a Participant on the first date thereafter upon which the employee enters Recognized Employment.

2.2. Special Rule for Former Participants. A Participant whose employment with the Employer terminates and who subsequently is reemployed by the Employer shall immediately reenter the Plan as a Participant upon the Participant's return to Recognized Employment.

2.3. Special Rule Where Nonrecognition of Gain Elected for Qualifying Employer Securities. Notwithstanding the foregoing, if the Plan acquires Qualifying Employer Securities and the seller thereof elects nonrecognition of gain thereon under Section 1042 of the Code (or any successor provision), then the following persons shall not thereafter be eligible to share in any Employer contribution (unless such contribution is specifically designated by the Employer for investment in assets other than Qualifying Employer Securities):

(a) such seller, and

(b) any person who is related (within the meaning if section 267(b) of the Code) to such seller (except for lineal descendants described in section 409(n)(3) of the Code), and

(c) any other person who owns (after application of section 318(a) of the Code) more than twenty-five percent (25%) in number of shares or in value of any class of outstanding Employer securities.

For purposes of this section, section 318(a) of the Code (or any successor provision) shall be applied without regard to the employee trust exception in paragraph 2(B)(i) of such section.

SECTION 3

CONTRIBUTIONS AND ALLOCATION THEREOF

3.1. Employer Contributions.

3.1.1. Source of Employer Contributions. All Employer contributions to the Plan may be made without regard to profits.

3.1.2. Employer Annual Contribution. The Employer shall contribute annually such amount as the Employer, in its sole discretion, shall from time to time determine.

3.1.3. Limitation. The contribution of the Employer to the Plan for any year, when considered in light of its contribution for that year to all other tax-qualified plans it maintains, shall, in no event, exceed the maximum amount deductible by it for federal income tax purposes as a contribution to a tax-qualified profit sharing plan under section 404 of the Code. Each such contribution to the Plan is conditioned upon its deductibility for such purpose.

3.1.4. Form of Payment. The appropriate contribution of the Employer to the Plan, determined as herein provided, shall be paid to the Trustee and may be paid either in cash or in Qualifying Employer Securities of a value equal to the amount of the contribution or in any combination of the foregoing ways.

3.1.5. Leveraged Acquisitions. The Trustee, with the prior concurrence of the Board of Directors of Principal Sponsor, shall be authorized to enter into an Exempt Loan and shall invest the proceeds of the Exempt Loan as provided in Section 1.1.14. All Qualifying Employer Securities acquired with the proceeds of an Exempt Loan and held to secure repayment of an Exempt Loan shall be credited to the Unallocated Reserve until such time as they are released from such encumbrance.

3.1.6. Application of Contribution to Debt. If, at the time of any Employer contribution, principal or interest is unpaid on an Exempt Loan and is then due, so much of the Employer contribution (which is made in any form other than Qualifying Employer Securities) as is required shall be applied to the payment of interest or principal on the Exempt Loan which is then due. The Qualifying Employer Securities which are released from encumbrance on account of such payment of interest or principal shall be allocated as of the Annual Valuation Date of the Plan Year for which the Employer contribution was made to the Accounts of Participants entitled to share therein in the manner set forth in Section 3.2 hereof.

If there is no Exempt Loan (or to the extent the amount of the Employer contribution required or designated to pay the interest and principal on the Exempt Loan is less than the total amount of the Employer contribution), then the contribution (or the portion thereof not required or designated to pay such principal and interest) shall be allocated as of the Annual Valuation Date of the Plan Year for which the Employer contribution was made to the Accounts of Participants entitled to share therein in the manner set forth in Section 3.2 hereof.

3.1.7. Disposition of Shares. If shares of Qualifying Employer Securities which are acquired with the proceeds of an Exempt Loan are sold before being released from the Unallocated Reserve, the proceeds of the sale shall be applied to the payment of principal and interest on the Exempt Loan secured by the shares which are sold and any remaining sale proceeds shall be treated as a general investment gain of the Fund and allocated to the Accounts of Participants as of the next Valuation Date as provided in Section 4 hereof. The remaining sale proceeds so allocated shall not be considered an addition to the Accounts of Participants for the purposes of Section 3.5 and Appendix A hereof.

3.1.8. Advance Contributions. Notwithstanding the foregoing, if the Employer shall make a contribution as of an Annual Valuation Date which is subsequent to the actual date ofcontribution and designate such contribution for allocation as of such subsequent Annual Valuation Date, then:

(i) such contribution shall be segregated for investment purposes by the Trustee from other assets of the Fund until such subsequent Annual Valuation Date, and

(ii) the amount of such segregated contribution (adjusted for gains or losses) shall be allocated as of such Annual Valuation Date as if it were an Employer contribution made in fact on that Annual Valuation Date.

3.2. Allocating Employer Contributions. The Employer contribution for a Plan Year, including forfeited Suspense accounts, if any, to be included with that contribution or reallocated as of the Annual Valuation of such Plan Year shall be allocated to the Accounts of eligible Participants under Section 3.3. The contribution shall be allocated to the Accounts of eligible Participants in the ratio which the Recognized Compensation of each such eligible Participant for the Plan Year bears to the Recognized Compensation for such Plan Year of all such eligible Participants. The amount so allocated to an eligible Participant shall be credited to such Participant's Account as of the Annual Valuation Date in the Plan Year for which such contribution is made.

3.3. Eligible Participants. For purposes of this Section 3, a Participant shall be an eligible Participant for a Plan Year only if:

(a) the Participant is credited with at least one thousand (1,000) Hours of Service for such Plan Year, or

(b) the Participant terminates employment with the Employer within the Plan Year by reason of death, retirement at or after the Participant's Normal Retirement Age or Disability.

No other Participant shall be an eligible Participant.

3.4. Adjustments.

3.4.1. Make-Up Contributions for Omitted Participants. If, after the Employer's annual contribution for a Plan Year has been made and allocated, it should appear that, through oversight or a mistake of fact or law, a Participant (or an employee who should have been considered a Participant) who should have been entitled to share in such contribution received no allocation or received an allocation which was less than the Participant should have received, the Committee may, at its election, and in lieu of reallocating such contribution, direct the Employer to make a special make-up contribution for the Account of such Participant in an amount adequate to provide the same addition to the Participant's Account for such Plan Year as the Participant should have received.

3.4.2. Mistaken Contributions. If, after the Employer's annual contribution for a Plan Year has been made and allocated, it should appear that, through oversight or a mistake of fact or law, a Participant (or an individual who was not a Participant) received an allocation which was more than the Participant should have received, the Committee may direct that the mistaken contribution, adjusted for its pro rata share of any net loss or net gain in the value of the Fund which accrued while such mistaken contribution was held therein, shall be withdrawn from the Account of such individual and retained in the Fund and used to reduce the amount of the next succeeding contribution of the Employer to the Fund due after the determination that such mistaken contribution had occurred.

3.5. Limitation on Annual Additions. In no event shall amounts be allocated to the Account of any Participant if, or to the extent, such amounts would exceed the limitations set forth in Appendix A to this Plan Statement.

3.6. Effect of Disallowance of Deduction or Mistake of Fact. All Employer contributions to the Plan are conditioned on their qualification for deduction for federal income tax purposes under section 404 of the Code. If any such deduction should be disallowed, in whole or in part, for any Employer contribution to the Plan for any year, or if any Employer contribution to the Plan is made by reason of a mistake of fact, then there shall be calculated the excess of the amount contributed over the amount that would have been contributed had there not occurred a mistake in determining the deduction or a mistake of fact. The Principal Sponsor shall direct the Trustee to return such excess, adjusted for its pro rata share of any net loss (but not any net gain) in the value of the Fund which accrued while such excess was held therein, to the Employer within one (1) year of the disallowance of the deduction or the mistaken payment of the contribution, as the case may be. If the return of such amount would cause the balance of any Account of any Participant to be reduced to less than the balance which would have been in such Account had the mistaken amount not been contributed, however, the amount to be returned to the Employer shall be limited so as to avoid such reduction.

3.7. Use of Dividends.

3.7.1. Unallocated Reserve Dividends. If, at the time dividends are received on Qualifying Employer Securities held in the Unallocated Reserve, principal or interest is unpaid on an Exempt Loan, so much of the dividend as is required to pay or prepay such principal or interest shall be applied to the payment of interest or principal on the Exempt Loan. Subject to 3.7.2(iii), the Qualifying Employer Securities that are released from encumbrance on account of a payment of principal shall be allocated as of the Annual Valuation Date of the Plan Year in which the dividend is received to the Accounts of Participants entitled to share therein as if such dividend were an Employer contribution in the manner set forth in Section 3.2.

To the extent that the amount of the dividend required to pay or prepay the interest and principal on the Exempt Loan is less than the total amount of the dividend received, then the dividend (or the portion thereof not required or designated to pay such principal and interest) shall be allocated as of the Annual Valuation Date of the Plan Year in which the dividend is received to the Accounts of Participants entitled to share therein as if such dividend were an Employer contribution in the manner set forth in Section 3.2.

3.7.2. Dividends on Allocated Securities. If dividends are received on Qualifying Employer Securities allocated to Participants' Accounts, the Trustee shall, at the direction of the Administrative Committee and in its sole discretion, either (i) allocate the dividend to Participants' Accounts and retain such dividend in Participants' Accounts, (ii) distribute dividends on Qualifying Employer Securities allocated to Accounts (whether or not Vested) to Participants and Beneficiaries in cash not later than ninety (90) days after the close of the Plan Year in which the dividends are paid on such Qualifying Employer Securities, or (iii) apply such dividends to pay or prepay principal on an Exempt Loan (but only if Qualifying Employer Securities with a fair market value of not less than the amount of such dividend are allocated to such Participants and Beneficiaries for such Plan Year). The issuer of the Qualifying Employer Securities may elect to pay any cash dividend directly to the Participants or Beneficiaries. Any such payments of cash dividend on shares of Qualifying Employer Securities shall be accounted for as if the Participant or Beneficiary receiving such dividends was the direct owner of such shares of Qualifying Employer Securities and such payment shall not be treated as a distribution under the Plan.

SECTION 4

INVESTMENT AND ADJUSTMENT OF ACCOUNTS

4.1. Valuation and Adjustment of Accounts. Subject to Section 4.4, the Trustee shall value the Fund as of each Valuation Date, which valuation shall reflect, as nearly as possible, the then fair market value of the assets comprising the Fund (including income accumulations therein). The Trustee shall then adjust each Account (including undistributed Vested Accounts) for distributions made from the Account and then adjust each Account for its proportionate share of any increase or decrease in the value of the Fund as so determined. The Employer contributions and forfeited suspense accounts, if any, for the Plan Year shall then be posted to the Accounts of Participants entitled thereto.

4.2. Management and Investment of Fund. The Fund in the hands of the Trustee, together with all additional contributions made thereto and together with all net income thereof, shall be controlled, managed, invested, reinvested and ultimately paid and distributed to Participants and Beneficiaries by the Trustee with all the powers, rights and discretions generally possessed by trustees, and with all the additional powers, rights and discretions conferred upon the Trustee under this Plan Statement. The Trustee shall have the exclusive authority to manage and control the assets of the Fund and their custody and shall not be subject to the direction of any person in the discharge of its duties except the directions of the Investment Manager with respect to assets other than Qualifying Employer Securities or the directions of the Administrative Committee to pay benefits hereunder, nor shall its authority be subject to delegation or modification except by formal amendment of this Plan Statement.

4.3. Investment of Fund.

4.3.1. General Rule. This Plan is a stock bonus and leveraged employee stock ownership plan. This Plan is designed to invest primarily in Qualifying Employer Securities. The primary purpose of this Plan is to benefit Participants who are active employees by obtaining and retaining for them, individually and collectively, a position of equity ownership in Fluoroware, Inc. or other Qualifying Employer Securities while they are active employees and not by producing retirement income or investment gains. To the extent that Qualifying Employer Securities are available and subject to Section 4.4, the Trustee shall generally invest the Fund entirely in Qualifying Employer Securities; provided, however, that the Trustee is specifically authorized to hold cash or cash equivalents sufficient to meet anticipated cash distributions to Participants and Beneficiaries and to invest in assets other than Qualifying Employer Securities for certain mature accounts under Section 4.3.2.

4.3.2. Special Rule for Mature Accounts. Notwithstanding anything herein to the contrary, however, the Trustee shall not invest the Accounts of Participants who have had an Event of Maturity, and who do not take a distribution of their Account on the Earliest Beginning Date (or whose Beneficiaries do not take a distribution of the Account on the Earliest Beginning Date), as defined in Section 7.2.1, in Qualifying Employer Securities. To the extent such Accounts were previously invested in Qualifying Employer Securities, the Trustee shall reinvest the Account in other investments, chosen by the Trustee, as soon as administratively feasible after the Participant's or Beneficiary's Earliest Beginning Date. The costs related to these investments shall be charged to the Account of the Participant or

Beneficiary whose account is so invested. This paragraph shall apply only to Participants who have an Event of Maturity on or after September 1, 1995.

4.4. Authority With Respect to Qualifying Employer Securities. Except as otherwise provided in this Section 4.4, the Trustee shall have the exclusive power, authority and responsibility in all actions or decisions with respect to Qualifying Employer Securities, including authority (i) to determine whether to sell, purchase or hold Qualifying Employer Securities and (ii) to determine whether to exercise any discretion or option under or contained in any instrument or document evidencing or otherwise related to an Exempt Loan. The Trustee shall have the authority to decide how Qualifying Employer Securities shall be voted (except to the extent Participants and Beneficiaries have properly exercised pass-through voting rights under Section 10.7) and how to respond to any tender offer for Qualifying Employer Securities. The fair market value of Qualifying Employer Securities for all purposes of this Plan shall be determined by a qualified, independent appraiser selected by the Trustee.

SECTION 5

VESTING

5.1. Progressive Vesting. Except as hereinafter provided, the Account of each Participant who was hired on or after March 1, 1994, shall become Vested in accordance with the following schedule:

When the Participant Has Completed the Following Periods of Vesting Service:	The Vested Portion of Participant's Account Will Be:
Less than 5 years	0%
5 years or more	100%

Except as hereinafter provided, the Account of each Participant who was hired before March 1, 1994, shall become Vested in accordance with the following schedule:

When the Participant Has Completed the Following Years of Vesting Service:	The Vested Portion of Participant's Account Will Be:
Less than 2 years	0%
2 years but less than 3 years	25%
3 years but less than 4 years	50%
4 years but less than 5 years	75%
5 years or more	100%

provided, however, that the Vested percentage of any employee hired before September 1, 1989, shall be one hundred percent (100%); provided further that the Vested percentage of that portion of a Participant's Account derived from Employer contributions accrued as of September 1, 1995 (or the date of adoption of this Plan Statement, if later) shall not be less than such Vested percentage computed under the Prior Plan Statement.

5.2. Full Vesting. Notwithstanding any of the foregoing provisions for progressive vesting of Accounts of Participants, the entire Account of each Participant shall be fully Vested upon the earliest occurrence of any of the following events while in the employment of the Employer or an Affiliate:

(a) the Participant's death,

(b) the Participant's attainment of his Normal Retirement Age,

(c) the Participant's Disability,

(d) a partial termination of the Plan which is effective as to the Participant, or

(e) a complete termination of the Plan or a complete discontinuance of Employer contributions hereto.

In addition, a Participant who is not in the employment of the Employer or an Affiliate upon a complete termination of the Plan or a complete discontinuance of Employer contributions hereto, shall be fully Vested if, on the date of such termination or discontinuance, such Participant has not had an Event of Maturity.

5.3. Forfeiture Event. A Participant who is not in the employment of the Employer or an Affiliate upon a complete termination of the Plan or a complete discontinuance of Employercontributions hereto, shall be fully Vested if, on the date of such termination or discontinuance, such Participant has not had a "forfeiture event" as described below:

(a) the occurrence after an Event of Maturity of a Period of Severance of five (5) consecutive years,

(b) the Event of Maturity of a Participant who has no Vested interest in the Participant's Account,

(c) the distribution after an Event of Maturity, to (or with respect to) a Participant of the entire Vested portion of the Account of the Participant, or

(d) the death of the Participant at a time and under circumstances that do not entitle the Participant to be fully (100%) Vested in the Participant's Account.

5.4. Special Rule for Partial Distributions. If a distribution is made of less than the entire Account of a Participant who is not then fully (100%) Vested, then until the Participant becomes fully (100%) Vested in the Participant's Account or until the Participant incurs a Period of Severance of five (5) or more years, whichever first occurs, (i) a separate account shall be established for the portion of the Account not so distributed and (ii) his Vested interest in such account at any relevant time shall not be less than an amount ("X") determined by the formula: $X = P[B + (R \times D)] - (R \times D)$. For the purpose of applying the formula, "P" is the Vested percentage at the relevant time (determined pursuant to Section 5); "B" is the separate account balance at the relevant time; "D" is the amount of the distribution; and "R"

is the ratio of the separate account balance at the relevant time to the Account balance immediately after distribution.

5.5. Effect of Break on Vesting. If a Participant who is not fully (100%) Vested incurs a Period of Severance of five (5) or more years, returns to Recognized Employment and is thereafter eligible for any additional allocation of Employer contributions, the Participant's undistributed Account, if any, attributable to Employer contributions allocated as of a date before such five (5) year Period of Severance and his new Account attributable to Employer contributions allocated as of a date after such five (5) year Period of Severance shall be separately maintained for vesting purposes until the Participant is fully (100%) Vested.

SECTION 6

MATURITY

6.1. Events of Maturity. A Participant's Account shall mature and the Vested portion shall become distributable in accordance with Section 7 upon the earliest occurrence of any of the following events while in the employment of the Employer or an Affiliate:

(a) the Participant's death,

(b) the Participant's separation from service, whether voluntary or involuntary,

(c) the Participant's attainment of age seventy and one-half (70-1/2) years,

(d) the crediting of any amounts to the Participant's Account after the Participant's attainment of age seventy and one-half (70-1/2) years,

(e) the Participant's Disability, or

(f) termination of the Plan or a partial termination of the Plan effective as to the Participant;

provided, however, that a transfer from Recognized Employment to employment with the Employer that is other than Recognized Employment or a transfer from the employment of one Employer participating in the Plan to another such Employer or to any Affiliate shall not constitute an Event of Maturity.

6.2. Disposition of Nonvested Account. Upon the occurrence of a Participant's Event of Maturity, if any portion of the Participant's Account is not Vested, the portion of the Participant's Account that is not Vested shall be transferred to the Participant's suspense account as of the Valuation Date coincident with or next following such Event of Maturity.

6.2.1. Rehire Before Forfeiture. If such Participant is reemployed by the Employer or an Affiliate before the earlier of a five (5) year Period of Severance or distribution of the portion of Participant's Account that is vested following the Participant's Event of Maturity, the Participant's suspense account shall be transferred back to and held in the Participant's Account under the Plan as of the Valuation Date coincident with or next following the reemployment date and it shall be held there pending the occurrence of another Event of Maturity effective as to the Participant, during which period of subsequent employment the Participant may become Vested in accordance with the provisions of Section 5.

6.2.2. Rehire After Forfeiture. If such Participant is not reemployed by the Employer or an Affiliate before the earlier of a five (5) year Period of Severance or distribution of the portion of Participant's Account that is vested following the Participant's Event of Maturity, the portion of the Participant's Account which was not Vested upon such Event of Maturity (and therefore became the Participant's suspense account):

(a) shall be forfeited as of the Annual Valuation Date coincident with or next following the five (5) year Period of Severance or the distribution as provided in Section 6.2.3, and

(b) if the Participant returns to employment with the Employer or an Affiliate before the Participant has a five (5) year Period of Severance, shall be restored to the Participant's Account (without adjustment for gains or losses after such Annual Valuation Date) as provided in Section 6.2.4 if the Participant returns to Recognized Employment and repays to the Trustee for deposit in the Fund and crediting to the Participant's Account the entireamount distributed to (or with respect to) the Participant from such Account after the Event of Maturity. Such repayment cannot be "rolled over" from an individual retirement arrangement.

If the distribution was on account of separation from service, such repayment must be made, however, before the earlier of (i) five (5) years after the first day on which the Participant is subsequently reemployed by the Employer or Affiliate, or (ii) the close of the first Period of Severance of five (5) consecutive years commencing after distribution. If the distribution was on account of any other reason, such repayment must be made within five (5) years after the date of distribution. In either case, such repayment must be made before the occurrence of a Period of Severance of five (5) consecutive years after the Event of Maturity and before the termination of this Plan or the permanent discontinuance of Employer contributions to this Plan.

6.2.3. Forfeitures. If the Participant's Account consists of both Qualifying Employer Securities which were acquired with the proceeds of an Exempt Loan and other assets, forfeitures shall be taken first from such other assets and then from such Qualifying Employer Securities. Forfeited suspense accounts shall be used first to restore any forfeited suspense accounts for rehired Participants of the same Employer as required in Section 6.2.2; any remaining portion shall then be added to the Employer contribution, if any, to be allocated as of such Annual Valuation Date, to the Accounts of all Participants during the Plan Year, as provided in Section 3.2. Any suspense accounts remaining at the termination of the Plan shall be considered to be an Employer contribution and shall be allocated pursuant to this Section 6 as if the Plan termination date were an Annual Valuation Date.

6.2.4. Restorations. The amount necessary to make the restoration required under Section 6.2.2(b) shall come first from suspense accounts of Participants of the rehiring Employer that are to be forfeited on the Annual Valuation Date on which the restoration is to occur. If such suspense accounts are not adequate for this purpose, the rehiring Employer shall make a contribution adequate to make the restoration as of that Annual Valuation Date (in addition to any contributions made under Section 3). If the Participant is rehired by an Affiliate that is not an Employer, the amount necessary to make the restoration shall come first from suspense accounts of Participants of the Principal Sponsor that are to be forfeited on the Annual Valuation Date on which the restoration is to occur and, if such suspense accounts are not adequate for this purpose, then the Principal Sponsor shall make a contribution adequate to make the restoration as of that Annual Valuation Date (in addition to any contributions made under Section 3).

SECTION 7

DISTRIBUTION

7.1. Application for Distribution.

7.1.1. Application Required. No distribution shall be made from the Plan until the Committee has received a written application for distribution from the Participant or the Beneficiary entitled to receive distribution (the "Distributee"). The Committee may prescribe rules regarding the form of such application, the manner of filing such application and the information required to be furnished in connection with such application.

7.1.2. Exception for Small Amounts. A Vested Account which does not exceed (and has never exceeded) Three Thousand Five Hundred Dollars ($3,500) as of the Second Annual Valuation Date next following the occurrence of an Event of Maturity effective as to a Participant, shall be distributed automatically in a single lump sum as of that date without a written application for distribution. If, however, the distribution is made on account of the Participant's death or Disability while in the employment of the Employer or the Participant's separation from service on or after attaining Normal Retirement Age, a Vested Account which does not exceed (and has never exceeded) Three Thousand Five Hundred Dollars ($3,500) on the first Annual Valuation Date next following the occurrence of Participant's Event of Maturity shall be automatically distributed in a single lump sum as of such First Annual Valuation Date without a written application for distribution. A Participant who has no Vested interest in the Participant's Account as of the Participant's Event of Maturity shall be deemed to have received an immediate distribution of the Participant's entire interest in the Plan as of such Event of Maturity.

7.1.3. Exception for Required Distributions. Any Vested Account for which no application has been received on the required beginning date effective as to a Distributee under Section 7.2.2, shall be distributed automatically in a single lump sum as of that date without a written application for distribution.

7.1.4. Notices. The Administrative Committee will issue such notices as may be required under sections 402(f), 411(a)(11) and other sections of the Code in connection with distributions from the Plan. No distribution will be made unless it is consistent with such notice requirements. Distribution may commence less than thirty (30) days after the notice required under section 1.411(a)-11(c) of the Income Tax Regulations or the notice required under section 1.402(f)-2T of the Income Tax Regulations is given, provided that:

(a) the Administrative Committee clearly informs the Distributee that the Distributee has a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect distribution and, if applicable, a particular distribution option); and

(b) the Distributee, after receiving the notice, affirmatively elects a distribution.

7.1.5. Direct Rollover. A Distributee who is eligible to elect a direct rollover may elect, at the time and in the manner prescribed by the Committee, to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Distributee in a direct rollover. A Distributee who is eligible to elect a direct rollover includes only a Participant, a Beneficiary who is the surviving spouse of a Participant and a Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Appendix C.

(a) Eligible rollover distribution means any distribution of all or any portion of a Total Account to a Distributee who is eligible to elect a direct rollover except (i) any distribution that is one of a series of substantially equalinstallments payable not less frequently than annually over the life expectancy of such Distributee or the joint and last survivor life expectancy of such Distributee and such Distributee's designated Beneficiary, and (ii) any distribution that is one of a series of substantially equal installments payable not less frequently than annually over a specified period of ten (10) years or more, and (iii) any distribution to the extent such distribution is required under section 401(a)(9) of the Code, and (iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(b) Eligible retirement plan means (i) an individual retirement account described in section 408(a) of the Code, or (ii) an individual retirement annuity described in section 408(b) of the Code, or (iii) an annuity plan described in section 403(a) of the Code, or (iv) a qualified trust described in section 401(a) of the Code that accepts the eligible rollover distribution. However, in the case of an eligible rollover distribution to a Beneficiary who is the surviving spouse of a Participant, an eligible retirement plan is only an individual retirement account or individual retirement annuity as described in section 408 of the Code.

(c) Direct rollover means the payment of an eligible rollover distribution by the Plan to the eligible retirement plan specified by the Distributee who is eligible to elect a direct rollover.

7.2. Time and Form of Distribution. Upon the receipt of a proper application for distribution from the Distributee after the occurrence of an Event of Maturity effective as to a Participant, and after the Participant's Vested Account has been determined and the right of the Distributee to receive a distribution has been established, the Committee shall cause the Trustee to make distribution of such Vested Account in a single lump sum as of (and as soon as administratively feasible after) an Annual Valuation Date specified by the Distributee which is not earlier than nor later than the dates specified below.

7.2.1. Earliest Beginning Date. Distribution shall not be made as of an Annual Valuation Date which is earlier than the earliest beginning date.

(a) Participant. If the Distributee is a Participant, the earliest beginning date is the Second Annual Valuation Date coincident with or next following the date

of the Participant's Event of Maturity. However, if the distribution is being made on account of the Participant's Disability or separation from service on or after attainment of Normal Retirement Age, the earliest beginning date is the First Annual Valuation Date coincident with or next following the Participant's Event of Maturity.

(b) Beneficiary. If the Distributee is a Beneficiary of a Participant, the earliest beginning date is the First Annual Valuation Date coincident with or next following the date of such Participant's death.

Distribution shall not be made, however, as of an Annual Valuation Date which is earlier than the date the Administrative Committee receives any required application for distribution.

Notwithstanding the foregoing, no distribution shall be made if it would result in the imposition of an excise tax under Section 4978 of the Code.

7.2.2. Required Beginning Date. Distribution shall be made as of the Annual Valuation Date occurring in the calendar year immediately preceding the calendar year in which the required beginning date effective as to the Distributee occurs. Actual distributionshall be made as soon thereafter as is administratively feasible. In all events distribution shall be made not later than the following required beginning date:

(a) Participant. If the Distributee is a Participant, the required beginning date is the April 1 following the calendar year in which the Participant attains age seventy and one-half (70-1/2) years.

(b) Beneficiary. If the Distributee is a Beneficiary of a Participant, the required beginning date is the December 31 of the calendar year in which occurs the fifth (5th) anniversary of the Participant's death.

7.3. Effect of Reemployment. If a Participant is reemployed by the Employer or an Affiliate after distribution has been scheduled to be made but before the Participant attains Normal Retirement Age and before actual distribution, distribution of the Participant's Vested Account shall be suspended and the Vested Account shall continue to be held in the Fund until another Event of Maturity effective as to the Participant shall occur after the Participant's reemployment. It is the general intent of this Plan that no distributions shall be made before the Normal Retirement Age of a Participant while the Participant is employed by the Employer or an Affiliate.

7.4. Designation of Beneficiaries.

7.4.1. Right To Designate. Each Participant may designate, upon forms to be furnished by and filed with the Committee, one or more primary Beneficiaries or alternative Beneficiaries to receive all or a specified part of the Participant's Vested Account in the event of the Participant's death. The Participant may change or revoke any such designation from time to time without notice to or consent from any Beneficiary or spouse. No such designation, change or revocation shall be effective unless executed by the Participant and received by the Committee during the Participant's lifetime.

7.4.2. Spousal Consent. Notwithstanding the foregoing, a designation will not be valid for the purpose of paying benefits from the Plan to anyone other than a surviving spouse of the Participant (if there is a surviving spouse) unless that surviving spouse consents in writing to the designation of another person as Beneficiary. To be valid, the consent of such spouse must be in writing, must acknowledge the effect of the designation of the Beneficiary and must be witnessed by a notary public. The consent of the spouse must be to the designation of a specific named Beneficiary which may not be changed without further spousal consent, or alternatively, the consent of the spouse must expressly permit the Participant to make and to change the designation of Beneficiaries without any requirement of further spousal consent. The consent of the spouse to a Beneficiary is a waiver of the spouse's rights to death benefits under the Plan. The consent of the surviving spouse need not be given at the time the designation is made. The consent of the surviving spouse need not be given before the death of the Participant. The consent of the surviving spouse will be required, however, before benefits can be paid to any person other than the surviving spouse. The consent of a spouse shall be irrevocable and shall be effective only with respect to that spouse.

7.4.3. Failure of Designation. If a Participant:

(a) fails to designate a Beneficiary,

(b) designates a Beneficiary and thereafter such designation is revoked without another Beneficiary being named, or

(c) designates one or more Beneficiaries and all such Beneficiaries so designated fail to survive the Participant,

such Participant's Vested Account, or the part thereof as to which such Participant's designation fails, as the case may be, shall be payable to the first class of the following classesof automatic Beneficiaries with a member surviving the Participant and (except in the case of the Participant's surviving issue) in equal shares if there is more than one member in such class surviving the Participant:

Participant's surviving spouse
Participant's surviving issue per stirpes and not per capita
Participant's surviving parents
Participant's surviving brothers and sisters
Representative of Participant's estate.

7.4.4. Disclaimers by Beneficiaries. A Beneficiary entitled to a distribution of all or a portion of a deceased Participant's Vested Account may disclaim his or her interest therein subject to the following requirements. To be eligible to disclaim, a Beneficiary must be a natural person, must not have received a distribution of all or any portion of a Vested Account at the time such disclaimer is executed and delivered, and must have attained at least age twenty-one (21) years as of the date of the Participant's death. Any disclaimer must be in writing and must be executed personally by the Beneficiary before a notary public. A disclaimer shall state that the Beneficiary's entire interest in the undistributed Vested Account is disclaimed or shall specify what portion thereof is disclaimed. To be effective, duplicate original executed copies of the disclaimer must be both executed and actually delivered to both the Administrative Committee and to the Trustee after the date of the Participant's death but not later

than one hundred eighty (180) days after the date of the Participant's death. A disclaimer shall be irrevocable when delivered to both the Administrative Committee and the Trustee. A disclaimer shall be considered to be delivered to the Administrative Committee or the Trustee only when actually received by the Administrative Committee or the Trustee (and in the case of a corporate Trustee, shall be considered to be delivered only when actually received by a trust officer familiar with the affairs of the Plan). The Administrative Committee (and not the Trustee) shall be the sole judge of the content, interpretation and validity of a purported disclaimer. Upon the filing of a valid disclaimer, the Beneficiary shall be considered not to have survived the Participant as to the interest disclaimed. A disclaimer by a Beneficiary shall not be considered to be a transfer of an interest in violation of the provisions of Section 8 and shall not be considered to be an assignment or alienation of benefits in violation of federal law prohibiting the assignment or alienation of benefits under this Plan. No other form of attempted disclaimer shall be recognized by either the Administrative Committee or the Trustee.

7.4.5. Definitions. When used herein and, unless the Participant has otherwise specified in the Participant's Beneficiary designation, when used in a Beneficiary designation, "issue" means all persons who are lineal descendants of the person whose issue are referred to, including legally adopted descendants and their descendants but not including illegitimate descendants and their descendants; "child" means an issue of the first generation; "per stirpes" means in equal shares among living children of the person whose issue are referred to and the issue (taken collectively) of each deceased child of such person, with such issue taking by right of representation of such deceased child; and "survive" and "surviving" mean living after the death of the Participant.

7.4.6. Special Rules. Unless the Participant has otherwise specified in the Participant's Beneficiary designation, the following rules shall apply:

(a) If there is not sufficient evidence that a Beneficiary was living at the time of the death of the Participant, it shall be deemed that the Beneficiary was not living at the time of the death of the Participant.

(b) The automatic Beneficiaries specified in Section 7.5.3 and the Beneficiaries designated by the Participant shall become fixed at the time of the Participant's death so that, if a Beneficiary survives the Participant but dies before the receipt of all payments due such Beneficiary hereunder, suchremaining payments shall be payable to the representative of such Beneficiary's estate.

(c) If the Participant designates as a Beneficiary the person who is the Participant's spouse on the date of the designation, either by name or by relationship, or both, the dissolution, annulment or other legal termination of the marriage between the Participant and such person shall automatically revoke such designation. (The foregoing shall not prevent the Participant from designating a former spouse as a Beneficiary on a form executed by the Participant and received by the Committee after the date of the legal termination of the marriage between the Participant and such former spouse, and during the Participant's lifetime.)

(d) Any designation of a nonspouse Beneficiary by name that is accompanied by a description of relationship to the Participant shall be given effect without regard to whether the relationship to the Participant exists either then or at the Participant's death.

(e) Any designation of a Beneficiary only by statement of relationship to the Participant shall be effective only to designate the person or persons standing in such relationship to the Participant at the Participant's death.

A Beneficiary designation is permanently void if it either is executed or is filed by a Participant who, at the time of such execution or filing, is then a minor under the law of the state of the Participant's legal residence. The Committee (and not the Trustee) shall be the sole judge of the content, interpretation and validity of a purported Beneficiary designation.

7.5. Distribution in Kind. All distributions from this Plan shall be made in cash, unless and to the extent that the Distributee requests that distribution be made in Qualifying Employer Securities. If the Distributee requests that distribution be made in Qualifying Employer Securities, distribution shall be made in whole shares of Qualifying Employer Securities and the cash equivalent of any fractional shares of Qualifying Employer Securities. Notwithstanding the foregoing, if the Fund then holds Qualifying Employer Securities that are restricted by the bylaws of the Employer so that 80% or more of all such outstanding Qualifying Employer Securities must be owned by employees of the Employer, by former employees of the Employer, by trusts for the benefit of such employees or former employees, or by the Fund, then any distribution allocable to such Qualifying Employer Securities shall be made in cash (and not in Qualifying Employer Securities).

7.6. Death Prior to Full Distribution. If a Participant dies after the Participant's Event of Maturity but before distribution of the Participant's Vested Account has been made, the undistributed Vested Account shall be distributed in the same manner as hereinbefore provided in the Event of Maturity by reason of death. If, at the death of the Participant, any payment to the Participant was due or otherwise pending but not actually paid, the amount of such payment shall be included in the Vested Account which is payable to the Beneficiary (and shall not be paid to the Participant's estate).

7.7. Facility of Payment. In case of the legal disability, including minority, of a Participant or Beneficiary entitled to receive any distribution under the Plan, payment shall be made, if the Administrative Committee shall be advised of the existence of such condition:

(a) to the duly appointed guardian, conservator or other legal representative of such Participant or Beneficiary, or

(b) to a person or institution entrusted with the care or maintenance of the incompetent or disabled Participant or Beneficiary, provided such person or institution has satisfied the Committee that the payment will be used for the best interest and to assist in the care of such Participant or Beneficiary, andprovided further, that no prior claim for said payment has been made by a duly appointed guardian, conservator or other legal representative of such Participant or Beneficiary.

Any payment made in accordance with the foregoing provisions of this Section shall constitute a complete discharge of any liability or obligation of the Employer, the Committee, the Trustee and the Fund therefor.

7.8. Puts and Rights of First Refusal.

7.8.1. Right of First Refusal. Qualifying Employer Securities which have been distributed hereunder shall be subject to a right of first refusal in favor of the Trustee or the Principal Sponsor at the death of the Distributee (whether a Beneficiary or the Participant) or upon their sale or gift by the Distributee.

(a) The Distributee shall, in the case of an intended sale or gift, notify the Committee in writing of such Distributee's intention to sell or make a gift of all or a part of such Qualifying Employer Securities. The Trustee (upon direction of the Administrative Committee pursuant to Section 4.4) or the Principal Sponsor shall exercise the right to purchase such Qualifying Employer Securities by tendering full payment therefor to the Distributee within thirty (30) days of receipt of such notice and whereupon the Distributee shall immediately deliver the certificates or other instruments representing such Qualifying Employer Securities endorsed in blank or accompanied by a duly executed stock power.

(b) In the event of the death of the Distributee, the representative of such Distributee's estate shall notify the Committee in writing of the death of such Distributee. The Trustee (upon direction of the Administrative Committee pursuant to Section 4.4) or the Principal Sponsor shall exercise the right to purchase such Qualifying Employer Securities by tendering full payment therefor to said representative at any time after the death of the Distributee but no later than thirty (30) days after the receipt of such notice and whereupon the personal representative shall immediately deliver the certificates or other instrument representing such Qualifying Employer Securities endorsed in blank or accompanied by a duly executed stock power.

(c) Full payment shall, in the case of a Distributee's intention to sell, be the greater of the price at which such Distributee notifies the Committee such Distributee has received a bona fide, arm's- length offer to purchase or fair market value. When a Distributee gives notice to the Principal Sponsor of such Distributee's intention to dispose of such Qualifying Employer Securities by gift, or in event of the death of the Distributee, full payment shall be fair market value. Fair market value shall be determined as provided in Section 4.4.

(d) At the election of the Administrative Committee, all certificates or other instruments representing Qualifying Employer Securities distributed hereunder may be required to bear a legend setting forth the essential terms of this right of first refusal.

If the Qualifying Employer Securities subject to the "right of first refusal" heretofore described shall have been transferred without compliance with the above provisions, then such shares in the hands of the transferee or any subsequent transferee shall be subject to purchase by the Trustee or the Principal Sponsor at the lesser of fair market value at the date of the Distributee's death or transfer by the Distributee or the fair market value at the date the transferee is notified of the intention of the Trustee or the Principal Sponsor to purchase;provided, however, that this right to purchase from the transferee shall be inapplicable to any transferee of Qualifying Employer Securities which did not bear the legend heretofore described.

7.8.2. Put Option. If they are not publicly traded when distributed or are subject to a trading limitation when distributed, Qualifying Employer Securities distributed hereunder which were acquired with the proceeds of an Exempt Guaranteed Loan shall be subject to a "put option" as follows:

(a) The put option shall be exercised by the Distributee (whether the Participant or a Beneficiary), any person to whom the Qualifying Employer Securities have passed by gift from the Distributee and by any person (including an estate or a recipient of the estate) to whom the Qualifying Employer Securities passed upon the death of the Distributee (hereinafter the "Holder").

(b) The put option must be exercised during the sixty (60) day period beginning on the date the Qualifying Employer Securities are first distributed by the Plan or during the sixty (60) day period that begins one (1) year after such date. The period during which the put option is exercisable shall not include any time when a Holder is unable to exercise the put option because the Employer is prohibited from honoring the put option by federal or state law.

(c) To exercise the put option, the Holder shall notify the Principal Sponsor in writing that the put option is being exercised.

(d) Upon receipt of such notice, the Principal Sponsor shall tender to the Holder within thirty (30) days of exercise the fair market value either in cash or in a combination of cash equal to at least sixteen and two-thirds percent (16 2/3%) of the fair market value and a promissory note providing payment of the balance in not more than five (5) equal annual installments of principal (that is, 16 2/3% of total fair market value each), with the first installment due one (1) year after exercise and the last annual installment due five (5) years after exercise. The note shall provide for full right of prepayment without penalty. The interest rate on such promissory note shall be equal to the prime rate (the base rate on corporate loans at large United States money center commercial banks) as published for the last business day of the calendar month preceding the calendar month in which the loan is granted by The Wall Street Journal in its Money Rates column or any comparable successor rate so published plus one percent (1%). If the prime rate is published as a range of rates, the highest prime rate in the range shall be used. The note shall be secured by (and only by) a pledge (or its equivalent) of the shares sold.

(e) The Administrative Committee shall have the option to cause the Plan to assume the Employer's rights and obligations to acquire Qualifying Employer Securities under the put option. If the Plan issues a promissory note for payment, such note shall be guaranteed by the Employer and shall meet the requirements of an Exempt Loan.

(f) For the purposes of Section 7.9.2(d) and Section 7.9.1(c), in the case of a transaction between the Plan and a disqualified person, fair market value must be determined as of the date of the transaction. In all other cases, fair market value shall be determined as of the most recent Annual Valuation Date.

(g) For the purposes of Section 7.9.2, a "trading limitation" on a security is a restriction under any federal or state securities law, any regulation thereunder, or an agreement affecting the security which would make the security not as freely tradable as one not subject to such restrictions; provided, however, that the right of first refusal provided under Section 7.8.2 shall not be considered to be a trading limitation.

(h) If the Qualifying Employer Securities were publicly traded and were not subject to a trading limitation when distributed but cease to be so traded during the period described in paragraph (b) above, the Employer must notify each Holder in writing within ten (10) days after the Qualifying Employer Securities cease to be so traded that for the remainder of such period the Qualifying Employer Securities are subject to the put option described in this Section 7.9.2.

7.8.3. Other Restrictions on Qualifying Employer Securities. Except as provided in Section 7.9.1 and Section 7.9.2, no options, buy-sell arrangements, puts, calls, rights of first refusal or other restrictions on alienability shall attach to any Qualifying Employer Securities acquired with the proceeds of an Exempt Loan and distributed hereunder or held by the Trustee, whether or not this Plan continues to be an employee stock ownership plan. The put option extended under Section 7.9.2 shall continue in force notwithstanding that an Exempt Loan is repaid or that this Plan ceases to be an employee stock ownership plan.

7.9. Diversification Distribution.

7.9.1. Election. Each "qualified Participant" (as defined below) in the Plan may elect within ninety (90) days after the close of each Plan Year in the "qualified election period" (as defined below) to direct the Plan to transfer to the Participant's accounts in the Fluoroware, Inc. Profit Sharing and Retirement Savings Plan twenty-five percent (25%) of the Participant's Account in this Plan (to the extent such portion exceeds the amount to which a prior distribution election under this Section 7.9 applied). In the case of the election year in which the Participant can make his or her last election, the preceding sentence shall be applied by substituting fifty percent (50%) for twenty-five percent (25%).

7.9.2. Definitions. When used in this Section 7.9, the following terms have the following meaning:

(a) qualified Participant means any employee who has completed at least 10 years of participation under the Plan and has attained age fifty- five (55) years;

(b) qualified election period means the six (6) Plan-Year period beginning with the first Plan Year in which the Participant first became a qualified Participant.

7.9.3. Other Elections Permitted. Under uniform rules of nondiscriminatory application, the Administrative Committee may permit transfers described in Section 7.9.1 above under circumstances in addition to those required in this Section 7.9.

SECTION 8

SPENDTHRIFT PROVISIONS

No Participant or Beneficiary shall have any transmissible interest in any Account nor shall any Participant or Beneficiary have any power to anticipate, alienate, dispose of, pledge or encumber the same while in the possession or control of the Trustee, nor shall the Trustee, the Employer or the Committee recognize any assignment thereof, either in whole or in part, nor shall any Account be subject to attachment, garnishment, execution following judgment or other legal process while in the possession or control of the Trustee.

The power to designate Beneficiaries to receive the Vested Account of a Participant in the event of death shall not permit or be construed to permit such power or right to be exercised by the Participant so as thereby to anticipate, pledge, mortgage or encumber the Participant's Account or any part thereof, and any attempt of a Participant so to exercise said power in violation of this provision shall be of no force and effect and shall be disregarded by the Employer, the Committee and the Trustee.

This Section shall not prevent the Employer, the Committee or the Trustee from exercising, in their discretion, any of the applicable powers and options granted to them upon the occurrence of an Event of Maturity, as such powers may be conferred upon them by any applicable provision hereof. This Section shall not prevent the Employer, the Committee or the Trustee from observing the terms of a qualified domestic relations order as provided in Appendix C to this Plan Statement.

SECTION 9

AMENDMENT AND TERMINATION

9.1. Amendment. The Principal Sponsor reserves the power to amend this Plan Statement in any respect and either prospectively or retroactively or both:

(a) in any respect by resolution of its Board of Directors; and

(b) in any respect that does not materially increase the cost of the Plan by action of the Committee (with the written concurrence of the Chief Executive Officer of the Principal Sponsor);

provided that no amendment shall be effective to reduce or divest the Account of any Participant unless the same shall have been adopted with the consent of the Secretary of Labor pursuant to the provisions of ERISA, or in order to comply with the provisions of the Code and the regulations and rulings thereunder affecting the tax-qualified status of the Plan and the deductibility of Employer contributions thereto; provided further that the allocation formula in Section 3.2 shall not be amended more than once every six (6) months other than to comport with changes in ERISA or the Code and the regulations and rulings thereunder. Notwithstanding the foregoing, no amendment shall be effective to increase the duties of the Trustee without its consent.

9.2. Discontinuance of Contributions and Termination of Plan. The Principal Sponsor reserves the right to reduce, suspend or discontinue its contributions to the Plan and to terminate the Plan herein embodied in its entirety.

9.3. Merger or Spinoff of Plans.

9.3.1. In General. The Principal Sponsor may cause all or a part of this Plan to be merged with all or a part of any other plan and may cause all or a part of the assets and liabilities to be transferred from this Plan to another plan. In the case of merger or consolidation of this Plan with, or transfer of assets and liabilities of this Plan to, any other plan, each Participant shall (if such other plan were then terminated) receive a benefit immediately after the merger, consolidation or transfer which is not less than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation or transfer (if this Plan had then terminated). If the Principal Sponsor agrees to a transfer of assets and liabilities to or from another plan, the agreement under which such transfer is concluded (or an amendment of or appendix to this Plan Statement) shall specify the Accounts to which the transferred amounts are to be credited.

9.3.2. Limitations. Notwithstanding the foregoing, no transfer shall be made to this Plan of assets that are subject to the joint and survivor annuity and preretirement survivor annuity rules of section 401(a)(11) of the Code. In no event shall assets be transferred from any other plan to this Plan unless this Plan complies (or has been amended to comply) with the optional form of benefit requirements of section 411(d)(6)(B)(ii) of the Internal Revenue Code (or, where applicable, the distribution rules of section 401(k) of the Internal Revenue Code) with respect to such transferred assets.

In no event shall assets be transferred from this Plan to any other plan unless such other plan complies (or has been amended to comply) with the optional form of benefit requirements of section 411(d)(6)(B)(ii) of the Internal Revenue Code with respect to such transferred assets.

9.3.3. Beneficiary Designations. If assets and liabilities are transferred from another plan to this Plan, Beneficiary designations made under that plan shall become void with respect to deaths occurring on or after the date as of which such transfer is made and the Beneficiary designation rules of this Plan Statement shall apply beginning on such date.

9.4. Adoption by Affiliates.

9.4.1. Adoption by Consent. The Principal Sponsor may consent to the adoption of the Plan by any business entity affiliated in ownership with the Principal Sponsor subject to such conditions as the Principal Sponsor may impose.

9.4.2. Procedure for Adoption. Any such adopting business entity shall initiate its adoption of the Plan by delivery of a certified copy of the resolutions of its board of directors (or other authorized body or individual) adopting this Plan Statement to the Principal Sponsor. Upon the consent by the Principal Sponsor to the adoption by the adopting business entity, and the delivery to the Trustee of written evidence of the Principal Sponsor's consent, the adoption of the Plan by the adopting business entity shall be effective as of the date specified by the Principal Sponsor. If such adopting business entity is not a corporation, any reference in the Plan Statement to its board of directors shall be deemed to refer to such entity's governing body or other authorized individual.

9.4.3. Effect of Adoption. Upon the adoption of the Plan by an adopting business entity as heretofore provided, the adopting business entity shall be an Employer hereunder in all respects. Each adopting business entity, as a condition of continued participation in the Plan, delegates to the Principal Sponsor the sole power and authority over all Plan matters except that the board of directors of each adopting business entity shall have the power to amend this Plan Statement as applied to it by establishing a successor plan to which assets and liabilities may be transferred as provided in Section 9.3 and to terminate the Plan as applied to it. Each reference herein to the Employer shall include the Principal Sponsor and all adopting business entities unless the context clearly requires otherwise.

SECTION 10

CONCERNING THE TRUSTEE

10.1. Dealings with Trustee.

10.1.1. No Duty to Inquire. No person, firm or corporation dealing with the Trustee shall be required to take cognizance of the provisions of this Plan Statement or be required to make inquiry as to the authority of the Trustee to do any act which the Trustee shall do hereunder. No person, firm or corporation dealing with the Trustee shall be required to see either to the administration of the Plan or the Fund or to the faithful performance by the Trustee of its duties hereunder (except to the extent otherwise provided by ERISA). Any such person, firm or corporation shall be entitled to assume conclusively that the Trustee is properly authorized to do any act which it shall do hereunder. Any such person, firm or corporation shall be under no liability to anyone whomsoever for any act done hereunder pursuant to the written direction of the Trustee.

10.1.2. Assumed Authority. Any such person, firm or corporation may conclusively assume that the Trustee has full power and authority to receive and receipt for any money or property becoming due and payable to the Trustee. No such person shall be bound to inquire as to the disposition or application of any money or property paid to the Trustee or paid in accordance with the written directions of the Trustee.

10.2. Compensation of Trustee. If a corporate Trustee shall be acting hereunder, the corporate Trustee shall be entitled to receive compensation for its services as Trustee hereunder as may be agreed upon from time to time by the Principal Sponsor and the Trustee. Any individual Trustee who already receives full-time pay from the Employer shall receive no compensation for services hereunder. Other individual Trustees shall likewise serve without compensation unless they shall otherwise specifically agree with the Principal Sponsor to the contrary. In any event, however, the Trustee (whether corporate or individual Trustees be acting) shall be entitled to receive reimbursement for reasonable expenses, fees, costs and other charges incurred by it or payable by it on account of the administration of the Plan and the Fund to the extent approved by the Principal Sponsor. Such items of expense and compensation shall be payable out of the Fund in a fair and equitable manner as determined by the Trustee, except to the extent that the Employer, in its discretion, directly pays the Trustee.

10.3. Resignation and Removal of Trustee.

10.3.1. Resignation, Removal and Appointment. The Trustee (or in the event two or more co-trustees are acting, any such co-trustee) may resign by giving thirty (30) days' notice of intention so to do to the Principal Sponsor or such shorter notice as the Principal Sponsor may approve. The Principal Sponsor may remove any Trustee or successor Trustee hereunder by giving such Trustee (or any co-trustee) thirty (30) days' written notice of removal by certified mail. The Principal Sponsor shall have the power to appoint one or more individual or corporate Trustees, or both, as additional or successor Trustees.

10.3.2. Automatic Removal. If any individual who is a Trustee is a director, officer or employee when appointed as a Trustee, then such individual shall be automatically removed as a Trustee at the earliest time such individual ceases to be a director, officer or employee. This removal shall occur automatically and without any requirement for action by the Principal Sponsor or any notice to the individual so removed.

10.3.3. Surviving Trustees. When any person appointed, qualified and serving as a Trustee hereunder shall cease to be a Trustee of the Fund, the remaining Trustee or Trustees then serving hereunder, or the successor Trustee or Trustees appointed hereunder, as the case may be, shall thereupon be and become vested with full title and right to possession of allassets and records of the Plan and the Fund in the possession or control of such prior Trustee, and the prior Trustee shall forthwith account for and deliver the same to such remaining or successor Trustee or Trustees.

10.3.4. Successor Organizations. By designating a corporate Trustee, original or successor, hereunder, there is included in such designation and as a part thereof any other corporation possessing trust powers and authorized by law to accept the Plan and the Fund into which or with which the designated corporate Trustee, original or successor, shall be converted, consolidated or merged, and the corporation into which or with which any corporate Trustee hereunder shall be so converted, consolidated or merged shall continue to be the corporate Trustee of the Plan and the Fund.

10.3.5. Co-Trustee Responsibility. No Trustee shall be or become liable for any act or omission of a co-trustee serving hereunder with the Trustee (except to the extent that liability is imposed under ERISA) or of a prior Trustee hereunder, it being the purpose and intent that each Trustee shall be liable only for the Trustee's own acts or omissions during the Trustee's term of service as Trustee hereunder.

10.3.6. Allocation of Responsibility. If there shall at any time be two (2) or more co-trustees serving hereunder, such Trustees, in addition to all other powers and authorities vested in them by law or conferred upon them by any provision of this Plan Statement, shall have power to allocate and reallocate from time to time to any one or more of their number specific responsibilities, obligations or duties and may delegate and redelegate from time to time to any one or more of their number the exercise of any right, power or discretion vested in the Trustees by law or conferred upon them by any provision of this Plan Statement, and any person, firm or corporation dealing with the co-trustees with respect to the Plan or the Fund may assume conclusively that any action taken or instrument executed by any one of such co-trustees is the action of all the co-trustees serving hereunder, and that authority for the doing of such act or the execution of such instrument has been conferred upon and delegated to the Trustee doing such act or executing such instrument. If any responsibility, obligation, duty, right, power or discretion vested in the Trustee is allocated or delegated to one or more co-trustees, the remaining co-trustees shall not be or become liable for an act or omission by the co-trustees to whom a right, power or discretion was delegated while such co-trustees were acting pursuant to such delegation.

10.3.7. Majority Decisions. If there shall at any time be three (3) or more co-trustees serving hereunder who are qualified to perform a particular act, the same may be performed, on behalf of all, by a majority of those qualified, with or without the concurrence of the minority. No person who failed to join or concur in such act shall be held liable for the consequences thereof, except to the extent that liability is imposed under ERISA.

10.4. Accountings by Trustee.

10.4.1. Periodic Reports. The Trustee shall render to the Principal Sponsor and to the Committee an account and report as soon as practicable after each Annual Valuation Date (and as soon as may be practicable after each other Valuation Date) showing all transactions affecting the administration of the Plan and the Fund, including, but not necessarily limited to, such information concerning the Plan and the Fund and the administration thereof by the Trustee as shall be requested in writing by the Principal Sponsor or the Committee.

10.4.2. Special Reports. The Trustee shall also render such further reports from time to time as may be requested by the Principal Sponsor and shall submit its final report and account to the Principal Sponsor when it shall cease to be Trustee hereunder, whether by resignation or other cause.

10.5. Trustee's Power to Protect Itself on Account of Taxes. As a condition to making the distribution of a Participant's Vested Account during the Participant's lifetime, the Trustee may require the Participant (or the person or persons entitled to receive the Participant'sVested Account in the event of the Participant's death) to furnish the Trustee with proof of payment of all income, inheritance, estate, transfer, legacy and succession taxes and all other taxes of any different type or kind that may be imposed under or by virtue of any state or federal statute or law upon the payment, transfer, descent or distribution of such Vested Account and for the payment of which the Trustee may, in its judgment, be directly or indirectly liable. In lieu of the foregoing, the Trustee may deduct, withhold and transmit to the proper taxing authorities any such tax which it may be permitted or required to deduct and withhold and the Vested Account to be distributed in such case shall be correspondingly reduced. Unless the Principal Sponsor and the Trustee agree otherwise in writing, the Trustee shall be responsible for withholding federal income taxes and for providing all required notices and elections concerning such withholding to all Participants and Beneficiaries.

10.6. Other Trust Powers. Except to the extent that the Trustee is subject to the authorized and properly given investment directions of a Participant, Beneficiary or Investment Manager (and in extension, but not in limitation, of the rights, powers and discretions conferred upon the Trustee herein), the Trustee shall have and may exercise from time to time in the administration of the Plan and the Fund, for the purpose of distribution after the termination thereof, and for the purpose of distribution of Vested Accounts, without order or license of any court, any one or more or all of the following rights, powers and discretions:

(a) To invest and reinvest the Fund in Qualifying Employer Securities and to invest in cash or cash equivalent investments as provided in Section 4.3. Prior to distribution of the Vested Account of Participants, the Trustee shall commingle the Accounts of Participants and control and manage the same as a common trust fund.

(b) To sell, exchange or otherwise dispose of any asset of whatsoever character at any time held by the Trustee in trust hereunder.

(c) To hold uninvested reasonable amounts of cash whenever it is deemed advisable to do so to facilitate disbursements or for other operational reasons,

and to deposit the same, with or without interest, in the commercial or savings departments of the Trustee serving hereunder or of any other bank, trust company or other financial institution including those affiliated with the Trustee.

(d) To register any investment held in the Fund in the name of the Trustee, without trust designation, or in the name of a nominee or nominees, and to hold any investment in bearer form, but the records of the Trustee shall at all times show that all such investments are part of the Fund, and the Trustee shall be as responsible for any act or default of any such nominee as for its own.

(e) Subject to the prior approval of the Committee, to retain and employ such attorneys, agents and servants as may be necessary or desirable, in the opinion of the Trustee, in the administration of the Fund, and to pay them such reasonable compensation for their services as may be agreed upon as an expense of administration of the Fund, including power to employ and retain counsel upon any matter of doubt as to the meaning of or interpretation to be placed upon this Plan Statement or any provisions thereof with reference to any question arising in the administration of the Fund or pertaining to the distribution thereof or pertaining to the rights and liabilities of the Trustee hereunder or to the rights and claims of Participants and Beneficiaries. The Trustee, in any such event, may act in reliance upon the advice, opinions, records, statements and computations of any attorneys and agents and on the records, statements and computations of any servants so selected by it in good faith and shall be released and exonerated of and from all liability toanyone in so doing (except to the extent that liability is imposed under ERISA).

(f) Subject to the prior approval of the Committee, to institute, prosecute and maintain, or to defend, any proceeding at law or in equity concerning the Plan or the Fund or the assets thereof or any claims thereto, or the interests of Participants and Beneficiaries hereunder at the sole cost and expense of the Fund or at the sole cost and expense of the Total Account of the Participant who may be concerned therein or who may be affected thereby as, in the Trustee's opinion, shall be fair and equitable in each case, and to compromise, settle and adjust all claims and liabilities asserted by or against the Plan or the Fund or asserted by or against the Trustee, on such terms as the Trustee, in each such case, shall deem reasonable and proper. The Trustee shall be under no duty or obligation to institute, prosecute, maintain or defend any suit, action or other legal proceeding unless it shall be indemnified to its satisfaction against all expenses and liabilities which it may sustain or anticipate by reason thereof.

(g) To institute, participate and join in any plan of reorganization, readjustment, merger or consolidation with respect to the issuer of any securities held by the Trustee hereunder, and to use any other means of protecting and dealing with any of the assets of the Fund which it believes reasonably necessary or proper

and, in general, to exercise each and every other power or right with respect to each asset or investment held by it hereunder as individuals generally have and enjoy with respect to their own assets and investment, including (subject to 10.7) power to vote upon any securities or other assets having voting power which it may hold from time to time, and to give proxies with respect thereto, with or without power of substitution or revocation, and to deposit assets or investments with any protective committee, or with trustees or depositaries designated by any such committee or by any such trustees or any court. Notwithstanding the foregoing, an Investment Manager shall have any or all of such powers and rights with respect to Plan assets for which it has investment responsibility but only if (and only to the extent that) such powers and rights are expressly given to such Investment Manager in a written agreement signed by it and acknowledged in writing by the Trustee. In all other cases, such powers and rights shall be exercised solely by the Trustee.

(h) In any matter of doubt affecting the meaning, purpose or intent of any provision of this Plan Statement which directly affects its duties, to determine such meaning, purpose or intent.

(i) To require, as a condition to distribution of any Vested Account, proof of identity or of authority of the person entitled to receive the same, including power to require reasonable indemnification on that account as a condition precedent to its obligation to make distribution hereunder.

(j) To collect, receive, receipt and give quittance for all payments that may be or become due and payable on account of any asset in trust hereunder which has not, by act of the Trustee taken pursuant thereto, been made payable to others; and payment thereof by the company issuing the same, or by the party obligated thereon, as the case may be, when made to the Trustee hereunder or to any person or persons designated by the Trustee, shall acquit, release and discharge such company or obligated party from any and all liability on account thereof.

(k) To determine from time to time, as required for the purpose of distribution or for the purpose of allocating trust income or for any other purpose of thePlan, the then value of the Fund and the Accounts in the Fund, the Trustee, in each such case, using and employing for that purpose the fair market value of each of the assets constituting the Fund. All valuations with respect to activities carried on by the Plan of Qualifying Employer Securities which are not readily tradable on an established securities market shall be made by an independent appraiser meeting requirements similar to the requirements of regulations prescribed under Code section 170(a)(1). Each such determination so made by the Trustee in good faith shall be binding and conclusive upon all persons interested or becoming interested in the Plan or the Fund.

(l) Subject to Section 4.3, to receive and retain contributions made in a form other than cash in the form in which the same are received until such time as the

Trustee, in its sole discretion, deems it advisable to sell or otherwise dispose of such assets.

(m) To commingle, for investment purposes, the assets of the Fund with the assets of any other qualified retirement plan trust fund of the Employer, provided that the records of the Trustee shall reflect the relative interests of the separate trusts in such commingled fund.

(n) To have and to exercise such other and additional powers as may be advisable or proper in its opinion for the effective and economical administration of the Fund.

(o) To deposit any part or all of the assets in any collective trust fund which is now or hereafter maintained by the Trustee, an agent of the Trustee or an Investment Manager as a medium for the collective investment of funds of pension, profit sharing or other employee benefit plans, and which is qualified under section 401(a) of the Code and exempt from taxation under section 501(a) of the Code, and to withdraw any part or all of the assets so deposited and any assets deposited with the trustee of a collective trust fund shall be held and invested by the trustee thereunder pursuant to all the terms and conditions of the trust agreement or declaration of trust establishing the fund, which are hereby incorporated herein by reference and shall prevail over any contrary provisions of this Plan Statement.

(p) To deposit any part or all of the assets with the trustee of any master investment trust maintained by the Principal Sponsor for the investment of assets of qualified pension, profit sharing or stock bonus plans it or its subsidiaries maintain and to withdraw any part or all of the assets so deposited, and any assets deposited with the trustee of a master investment trust shall be held and invested by that trustee pursuant to the terms and conditions of the master investment trust document, which is hereby incorporated herein by reference and shall prevail over any contrary provision of this Plan Statement.

10.7. Voting of Qualifying Employer Securities.

10.7.1. Registration-Type Securities. If the Employer (or any issuer of Qualifying Employer Securities) has a "registration-type class of securities," the Trustee shall not vote any Qualifying Employer Securities which were acquired with the proceeds of an Exempt Loan except as directed by Participants and Beneficiaries. As soon as practicable after notice of any shareholders' meeting is received by the Trustee from the issuer of such Qualifying Employer Securities which were acquired with the proceeds of an Exempt Loan, the Committee shall cause the Trustee to prepare and deliver to each Participant under this Plan a form of proxy (and related materials, all of which shall be the same in form and context as are issued to shareholders in general) directing the Trustee as to how it shall vote at such meeting, or anyadjournment thereof, that number of shares of Qualifying Employer Securities which were acquired with the proceeds of an Exempt Loan actually held by the Plan, as of the most recent Annual Valuation Date for which a valuation has been completed, which equals, as nearly as may be, but does not

exceed, the total of such shares held in the Participant's or Beneficiary's Account. The Trustee shall vote all shares of Qualifying Employer Securities which were acquired with the proceeds of an Exempt Loan for which it has received instructions, as instructed. The combined fractional shares of Participants shall be voted to the extent possible to reflect the instructions of the Participant or Beneficiary to whose Accounts the fractional shares are allocated. The Trustee shall vote all shares of Qualifying Employer Securities which were acquired with the proceeds of an Exempt Guaranteed Loan held in Unallocated Reserve in the same proportions as it is instructed by Participants and Beneficiaries to vote shares held in their Accounts. The Trustee shall vote all unvoted, allocated shares of Qualifying Employer Securities in the same proportions as it is instructed by Participants and Beneficiaries to vote shares held in their Accounts. The Trustee shall not honor or recognize any proxy given by any Participant or Beneficiary to any person other than the Trustee. The Trustee shall not vote any shares of Qualifying Employer Securities which were acquired with the proceeds of an Exempt Loan held by the Plan in Accounts for which it has not received instructions from Participants ten (10) days prior to such meeting. "Registration-type class of securities" means (i) a class of securities required to be registered under Section 12 of the Securities Exchange Act of 1934, or (ii) a class of securities which would be required to be so registered except for the exemption from registration provided in subsection (g)(2)(H) of such Section 12.

10.7.2. Non-Registration-Type Securities. If the Employer (or any issuer of Qualifying Employer Securities) does not have a "registration-type class of securities" as defined in Section 10.7.1 above, the Trustee shall pass through to Participants voting on any Qualifying Employer Securities which were acquired with the proceeds of an Exempt Loan in a manner similar to that provided in Section 10.7.1 above; provided, however, that such pass-through voting shall apply only with respect to any corporate matter which involves the voting of such shares with respect to the approval or disapproval of any corporate merger or consolidation, recapitalization, reclassification, liquidation, dissolution, sale of substantially all assets of a trade or business, or such similar transaction as the Secretary of Treasury may prescribe in regulations. The Trustee shall vote as directed by the Administrative Committee all shares of Qualifying Employer Securities which were acquired with the proceeds of an Exempt Loan held in the Unallocated Reserve and shall vote all shares of Qualifying Employer Securities which were acquired with the proceeds of an Exempt Loan held in Participants' and Beneficiaries' Accounts on corporate matters not listed in the preceding sentence.

10.7.3. Other Securities. The Trustee shall vote as directed by the Administrative Committee all shares of Qualifying Employer Securities that were not acquired with the proceeds of an Exempt Loan.

10.8. No Investment in Employer Real Property. Notwithstanding any other provision of this Plan Statement, the Plan may not acquire or hold any "employer real property" as that term is defined in section 407(d) of ERISA.

10.9. Investment in Employer Securities. Notwithstanding any other provision of this Plan Statement, the Plan may not acquire or hold any "Employer security" which is not a "qualifying employer security" (within the meaning of section 407(d)(5) of ERISA).

10.10. Fiduciary Principles. The Trustee and each other fiduciary hereunder, in the exercise of each and every power or discretion vested in them by the provisions of this Plan Statement, shall

(subject to the provisions of ERISA) discharge their duties with respect to the Plan solely in the interest of the Participants and Beneficiaries:

(a) for the exclusive purpose of:

(i) providing benefits to Participants and Beneficiaries, and

(ii) defraying reasonable expenses of administering the Plan,

(b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and

(c) in accordance with the documents and instruments governing the Plan, insofar as they are consistent with the provisions of ERISA.

Notwithstanding anything in this Plan Statement to the contrary, any provision hereof which purports to relieve a fiduciary from responsibility or liability for any responsibility, obligation or duty under Part 4 of Subtitle B of Title I of ERISA shall, to the extent the same is inconsistent with said Part 4, be deemed void.

10.11. Prohibited Transactions. Except as may be permitted by law, no Trustee or other fiduciary hereunder shall permit the Plan to engage, directly or indirectly, in any of the following transactions with a person who is a "disqualified person" (as defined in section 4975 of the Code) or a "party in interest" (as defined in section 3(14) of ERISA):

(a) sale, exchange or leasing of any property between the Plan and such person,

(b) lending of money or other extension of credit between the Plan and such person,

(c) furnishing of goods, services or facilities between the Plan and such person,

(d) transfer to, or use by or for the benefit of, such person of the income or assets of the Plan,

(e) act by such person who is a fiduciary hereunder whereby the fiduciary deals with the income or assets of the Plan in the fiduciary's own interest or for the fiduciary's own account, or

(f) receipt of any consideration for the fiduciary's own personal account by such person who is a fiduciary from any party dealing with the Plan in connection with a transaction involving the income or assets of the Plan.

10.12. Indemnity. Each individual (as distinguished from corporate) trustee of the Plan or officer, director or employee of the Employer shall, except as prohibited by law, be indemnified and held harmless by the Employer from any and all liabilities, costs and expenses (including legal fees), to the extent not covered by liability insurance, arising out of any action taken by such individual with respect to the Plan, whether imposed under ERISA or otherwise, unless the liability, cost or expense arises from the individual's claim for his or her own benefit, the proven gross negligence, the bad faith or, if the individual had reasonable cause to believe his or her conduct was unlawful, the criminal misconduct of such individual. This indemnification shall continue as to an individual who has ceased to be a trustee of the Plan or officer, director or employee of the Employer and shall inure to the benefit of the heirs, executors and administrators of such an individual.

10.13. Investment Managers.

10.13.1. Appointment and Qualifications. The Principal Sponsor shall have the power to appoint from time to time one or more Investment Managers to direct the Trustee in the investment of, or to assume complete investment responsibility over, all or any portion of the Fund. An Investment Manager may be any person or firm (a) which is either (1) registered as an investment adviser under the Investment Advisers Act of 1940, (2) a bank, or (3) aninsurance company which is qualified to perform the services of an Investment Manager under the laws of more than one state; and (b) which acknowledges in writing that it is a fiduciary with respect to the Plan. The conditions prescribed in the preceding sentence shall apply to the issuer of any group annuity contract hereunder only if, and to the extent that, such issuer would otherwise be considered a "fiduciary" with respect to the Plan, within the meaning of ERISA.

10.13.2. Removal. The Principal Sponsor may remove any such Investment Manager and shall have the power to appoint a successor or successors from time to time in succession to any Investment Manager who shall be removed, shall resign or shall otherwise cease to serve hereunder.

10.13.3. Relation to Other Fiduciaries. The Trustee shall comply with all investment directions given to the Trustee with respect to the designated portion of the Fund, and the Trustee shall be released and exonerated of and from all liability for or on account of any action taken or not taken by it pursuant to the directions of such Investment Manager, except to the extent that liability is imposed under ERISA. Neither the Employer or any of its officers, directors or employees nor any member of the Committee shall be liable for the acts or omissions of the Trustee or of any Investment Manager appointed hereunder. The fees and expenses of any Investment Manager, as agreed upon from time to time between the Investment Manager and the Employer, shall be charged to and paid from the Fund in a fair and equitable manner, except to the extent that the Employer, in its discretion, may pay such directly to the Investment Manager.

SECTION 11

DETERMINATIONS -- RULES AND REGULATIONS

11.1. Determinations. The Committee shall make such determinations as may be required from time to time in the administration of the Plan. The Administrative Committee shall have the sole discretion, authority and responsibility to interpret and construe the Plan Statement and to determine all factual and legal questions under the Plan, including but not limited to the entitlement of employees, Participants and Beneficiaries and the amounts of their respective interests. The Trustee and other interested parties may act and rely upon all information reported to them hereunder and need not inquire into the accuracy thereof, nor be charged with any notice to the contrary.

11.2. Rules and Regulations. Any rule not in conflict or at variance with the provisions hereof may be adopted by the Committee.

11.3. Method of Executing Instruments.

11.3.1. Employer or Committee. Information to be supplied or written notices to be made or consents to be given by the Principal Sponsor, the Employer or the Committee pursuant to any provision of this Plan Statement may be signed in the name of the Principal Sponsor or Employer by any officer or by any employee who has been authorized to make such certification or to give such notices or consents or by any Committee member.

11.3.2. Trustee. Any instrument or written notice required, necessary or advisable to be made or given by the Trustee may be signed by any Trustee, if all Trustees serving hereunder are individuals, or by any authorized officer or employee of the Trustee, if a corporate Trustee shall be acting hereunder as sole Trustee, or by any such officer or employee of the corporate Trustee or by an individual Trustee acting hereunder, if corporate and individual Trustees shall be serving as co-trustees hereunder.

11.4. Claims Procedure. Until modified by the Committee, the claims procedure set forth in this Section 11.4 shall be the claims procedure for the resolution of disputes and disposition of claims arising under the Plan. An application for a distribution under Section 7 shall be considered as a claim for the purposes of this Section.

11.4.1. Original Claim. Any employee, former employee, or Beneficiary of such employee or former employee may, if the employee, former employee or Beneficiary so desires, file with the Committee a written claim for benefits under the Plan. Within ninety (90) days after the filing of such a claim, the Committee shall notify the claimant in writing whether the claim is upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific special circumstances requiring a specified amount of additional time (but not more than one hundred eighty days from the date the claim was filed) to reach a decision on the claim. If the claim is denied in whole or in part, the Committee shall state in writing:

(a) the specific reasons for the denial,

(b) the specific references to the pertinent provisions of this Plan Statement on which the denial is based,

(c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and

(d) an explanation of the claims review procedure set forth in this Section.

11.4.2. Claims Review Procedure. Within sixty (60) days after receipt of notice that the claim has been denied in whole or in part, the claimant may file with the Committee a written request for a review and may, in conjunction therewith, submit written issues and comments. Within sixty (60) days after the filing of such a request for review, the Committee shall notify the claimant in writing whether, upon review, the claim was upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific special circumstances requiring a specified amount of additional time (but not more than one hundred twenty days from the date the request for review was filed) to reach a decision on the request for review.

11.4.3. General Rules.

(a) No inquiry or question shall be deemed to be a claim or a request for a review of a denied claim unless made in accordance with the claims procedure. The Committee may require that any claim for benefits and any request for a review of a denied claim be filed on forms to be furnished by the Committee upon request.

(b) All decisions on claims and on requests for a review of denied claims shall be made by the Committee unless delegated as provided in Section 12.2.

(c) The Committee may, in its discretion, hold one or more hearings on a claim or a request for a review of a denied claim.

(d) Claimants may be represented by a lawyer or other representative at their own expense, but the Committee reserves the right to require the claimant to furnish written authorization. A claimant's representative shall be entitled to copies of all notices given to the claimant.

(e) The decision of the Committee on a claim and on a request for a review of a denied claim shall be served on the claimant in writing. If a decision or notice is not received by a claimant within the time specified, the claim or request for a review of a denied claim shall be deemed to have been denied.

(f) Prior to filing a claim or a request for a review of a denied claim, the claimant or the claimant's representative shall have a reasonable opportunity to review a copy of this Plan Statement and all other pertinent documents in the possession of the Employer, the Committee and the Trustee.

11.5. Information Furnished by Participants. Neither the Employer nor the Committee nor the Trustee shall be liable or responsible for any error in the computation of the Account of a Participant resulting from any misstatement of fact made by the Participant, directly or indirectly, to the Employer, the Committee or the Trustee and used by them in determining the Participant's Account. Neither the Employer nor the Committee nor the Trustee shall be obligated or required to increase the Account of such Participant which, on discovery of the misstatement, is found to be understated as a result of such misstatement of the Participant. However, the Account of any Participant which is overstated by reason of any such misstatement shall be reduced to the amount appropriate for the Participant in view of the truth. Any refund received upon reduction of an Account so made shall be used to reduce the next succeeding contribution of the Employer to the Plan.

SECTION 12

PLAN ADMINISTRATION

12.1. Principal Sponsor.

12.1.1. Officers. Except as hereinafter provided, functions generally assigned to the Principal Sponsor shall be discharged by its officers or delegated and allocated as provided herein.

12.1.2. Chief Executive Officer. Except as hereinafter provided, the Chief Executive Officer of the Principal Sponsor may delegate or redelegate and allocate and reallocate to one or more persons or to a committee of persons jointly or severally, and whether or not such persons are directors, officers or employees, such functions assigned to the Principal Sponsor hereunder as the Chief Executive Officer may from time to time deem advisable.

12.1.3. Board of Directors. Notwithstanding the foregoing, the Board of Directors of the Principal Sponsor shall have the exclusive authority, which may not be delegated, to act for the Principal Sponsor:

(a) to terminate the Plan,

(b) to appoint or remove a Trustee or accept the resignation of a Trustee; to appoint or remove an Investment Manager,

(c) to determine the Employer contribution under Section 3; to reduce, suspend or discontinue contributions to the Plan,

(d) to consent to the adoption of the Plan by other affiliated business entities; to establish conditions and limitations upon such adoption of the Plan by other affiliated business entities; to designate Affiliates, and

(e) to cause the Plan to be merged with another plan and to transfer assets and liabilities between the Plan and another.

12.2. Administrative Committee.

12.2.1. Appointment and Removal. The Committee shall consist of such members as may be determined and appointed from time to time by the Principal Sponsor and they shall serve at the pleasure of such Principal Sponsor. Members of the Committee shall serve without compensation, but their reasonable expenses shall be an expense of the administration of the Fund and shall be paid by the Trustee from and out of the Fund except to the extent the Employer, in its discretion, directly pays such expenses.

12.2.2. Automatic Removal. If any individual who is a member of the Committee is a director, officer or employee when appointed as a member of the Committee, then such individual

shall be automatically removed as a member of the Committee at the earliest time such individual ceases to be a director, officer or employee. This removal shall occur automatically and without any requirement for action by the Principal Sponsor or any notice to the individual so removed.

12.2.3. Authority. The Committee may elect such officers as the Committee may decide upon. The Committee shall:

(a) establish rules for the functioning of the Committee, including the times and places for holding meetings, the notices to be given in respect of suchmeetings and the number of members who shall constitute a quorum for the transaction of business,

(b) organize and delegate to such of its members as it shall select authority to execute or authenticate rules, advisory opinions or instructions, and other instruments adopted or authorized by the Committee; adopt such bylaws or regulations as it deems desirable for the conduct of its affairs; appoint a secretary, who need not be a member of the Committee, to keep its records and otherwise assist the Committee in the performance of its duties; keep a record of all its proceedings and acts and keep all books of account, records and other data as may be necessary for the proper administration of the Plan; notify the Employer and the Trustee of any action taken by the Committee and, when required, notify any other interested person or persons,

(c) determine from the records of the Employer the compensation, service records, status and other facts regarding Participants and other employees,

(d) cause to be compiled at least annually, from the records of the Committee and the reports and accountings of the Trustee, a report or accounting of the status of the Plan and the Accounts of the Participants, and make it available to each Participant who shall have the right to examine that part of such report or accounting (or a true and correct copy of such part) which sets forth the Participant's benefits and ratable interest in the Fund,

(e) prescribe forms to be used for applications for participation, benefits, notifications, etc., as may be required in the administration of the Plan,

(f) set up such rules as are deemed necessary to carry out the terms of this Plan Statement,

(g) resolve all questions of administration of the Plan not specifically referred to in this Section,

(h) delegate or redelegate to one or more persons, jointly or severally, and whether or not such persons are members of the Committee or employees of the Employer, such functions assigned to the Committee hereunder as it may from time to time deem advisable, and

(i) perform all other acts reasonably necessary for administering the Plan and carrying out the provisions of this Plan Statement and performing the duties imposed on it.

12.2.4. Majority Decisions. If there shall at any time be three (3) or more members of the Committee serving hereunder who are qualified to perform a particular act, the same may be performed, on behalf of all, by a majority of those qualified, with or without the concurrence of the minority. No person who failed to join or concur in such act shall be held liable for the consequences thereof, except to the extent that liability is imposed under ERISA.

12.3. Limitation on Authority.

12.3.1. Fiduciaries Generally. No action taken by any fiduciary, if authority to take such action has been delegated or redelegated to it, shall be the responsibility of any other fiduciary except as may be required by the provisions of ERISA. Except to the extent imposed by ERISA, no fiduciary shall have the duty to question whether any other fiduciary is fulfilling all of the responsibility imposed upon such other fiduciary by the Plan Statement or by ERISA.

12.3.2. Trustee. The responsibilities and obligations of the Trustee shall be strictly limited to those set forth in this Plan Statement. The Trustee shall have no authority or duty to determine or enforce payment of any Employer contribution under the Plan or to determine the existence, nature or extent of any individual's rights in the Fund or under the Plan or question any determination made by the Principal Sponsor or the Committee regarding the same. Nor shall the Trustee be responsible in any way for the manner in which the Principal Sponsor, the Employer or the Committee carries out its responsibilities under this Plan Statement or, more generally, under the Plan. The Trustee shall give the Principal Sponsor notice of (and tender to the Principal Sponsor) the prosecution or defense of any litigation involving the Plan, the Fund or other fiduciaries of the Plan.

12.4. Conflict of Interest. If any officer or employee of the Employer, any member of the board of directors of the Employer, any member of the Committee or any Trustee to whom authority has been delegated or redelegated hereunder shall also be a Participant or Beneficiary in the Plan, the individual shall have no authority as such officer, employee, member or Trustee with respect to any matter specially affecting his or her individual interest hereunder (as distinguished from the interests of all Participants and Beneficiaries or a broad class of Participants and Beneficiaries), all such authority being reserved exclusively to the other officers, employees, members or Trustees as the case may be, to the exclusion of such Participant or Beneficiary, and such Participant or Beneficiary shall act only in his or her individual capacity in connection with any such matter.

12.5. Dual Capacity. Individuals, firms, corporations or partnerships identified herein or delegated or allocated authority or responsibility hereunder may serve in more than one fiduciary capacity.

12.6. Administrator. The Principal Sponsor shall be the administrator for purposes of section 3(16)(A) of ERISA.

12.7. Named Fiduciaries. The Employer, the officers and Board of Directors of the Principal Sponsor, the Committee, each Participant or Beneficiary exercising pass through voting rights under

Sections 10.7 and 10.13 and the Trustee shall be named fiduciaries for the purpose of section 402(a) of ERISA.

12.8. Service of Process. In the absence of any designation to the contrary by the Principal Sponsor, the President of the Principal Sponsor is designated as the appropriate and exclusive agent for the receipt of service of process directed to the Plan in any legal proceeding, including arbitration, involving the Plan.

12.9. Administrative Expenses. The reasonable expenses of administering the Plan shall be payable out of the Fund except to the extent that the Employer, in its discretion, directly pays the expenses.

12.10. IRS Qualification. This Plan is intended to qualify under section 401(a) of the Code as a defined contribution stock bonus and employee stock ownership plan (and not as a defined contribution profit sharing plan or money purchase pension plan or a defined benefit pension plan). The Plan is intended to qualify as an employee stock ownership plan under section 4975(e)(7) of the Code.

SECTION 13

IN GENERAL

13.1. Disclaimers.

13.1.1. Effect on Employment. Neither the terms of this Plan Statement nor the benefits hereunder nor the continuance thereof shall be a term of the employment of any employee, and the Employer shall not be obligated to continue the Plan. The terms of this Plan Statement shall not give any employee the right to be retained in the employment of the Employer.

13.1.2. Sole Source of Benefits. Neither the Employer nor any of its officers nor any member of its board of directors nor any member of the Committee nor the Trustee in any way guarantee the Fund against loss or depreciation, nor do they guarantee the payment of any benefit or amount which may become due and payable hereunder to any Participant, Beneficiary or other person. Each Participant, Beneficiary or other person entitled at any time to payments hereunder shall look solely to the assets of the Fund for such payments. If a Vested Account shall have been distributed to a former Participant, Beneficiary or any other person entitled jointly to the receipt thereof (or shall have been transferred to the Trustee of another tax-qualified deferred compensation plan), such former Participant, Beneficiary or other person, as the case may be, shall have no further right or interest in the other assets of the Fund.

13.1.3. Co-Fiduciary Matters. Neither the Employer nor any of its officers nor any member of its board of directors nor any member of the Committee shall in any manner be liable to any Participant, Beneficiary or other person for any act or omission of the Trustee (except to the extent that liability is imposed under ERISA). Neither the Employer nor any of its officers nor any member of its board of directors nor any member of the Committee nor the Trustee shall be under any liability or responsibility (except to the extent that liability is imposed under ERISA) for failure to effect any of the objectives or purposes of the Plan by reason of loss or fluctuation in the value of Fund or for the form, genuineness, validity, sufficiency or effect of any Fund asset at any time held hereunder, or for the failure of any person, firm or corporation indebted to the Fund to pay such indebtedness as and when the same shall become due or for any delay occasioned by reason of any applicable law, order or regulation or by reason of any restriction or provision contained in any security or other asset held by the Fund. Except as is otherwise provided in ERISA, the Employer and its officers, the members of its board of directors, the members of the Committee, the Trustee and other fiduciaries shall not be liable for an act or omission of another person with regard to a fiduciary responsibility that has been allocated to or delegated in whole or in part to such other person pursuant to the terms of this Plan Statement or pursuant to procedures set forth in this Plan Statement.

13.2. Reversion of Fund Prohibited. The Fund from time to time hereunder shall at all times be a trust fund separate and apart from the assets of the Employer, and no part thereof shall be or become available to the Employer or to creditors of the Employer under any circumstances other than those specified in Section 3.6 and Appendix A to this Plan Statement. It shall be impossible for any part of the corpus or income of the Fund to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and Beneficiaries (except as hereinbefore provided).

13.3. Contingent Top Heavy Plan Rules. The rules set forth in Appendix B to this Plan Statement (concerning additional provisions that apply if the Plan becomes top heavy) are incorporated herein.

13.4. Continuity. The tenure and membership of any Committee previously appointed, the rules of administration adopted and the Beneficiary designations in effect under the Prior PlanStatement shall, to the extent not inconsistent with this Plan Statement, continue in full force and effect until altered as provided herein.

13.5. Execution in Counterparts. This Plan Statement may be executed in any number of counterparts, each of which, without production of the others, shall be deemed to be an original.

IN WITNESS WHEREOF, Each of the parties hereto has caused these presents to be executed, all as of the day and year first above written.

TRUSTEES

- ----------

- ----------

FLUOROWARE, INC.

By ----------

Its ----------

And ----------

Its ----------

APPENDIX A

LIMITATION ON ANNUAL ADDITIONS
AND ANNUAL BENEFITS

SECTION 1

INTRODUCTION

Terms defined in the Plan Statement shall have the same meanings when used in this Appendix. In addition, when used in this Appendix, the following terms shall have the following meanings:

1.1. Annual Addition. Annual addition means, with respect to any Participant for a limitation year, the sum of:

(i) all employer contributions (including employer contributions of the Participant's earnings reductions under section 401(k), section 403(b) and section 408(k) of the Code) allocable as of a date during such limitation year to the Participant under all defined contribution plans;

(ii) all forfeitures allocable as of a date during such limitation year to the Participant under all defined contribution plans; and

(iii) all Participant contributions made as of a date during such limitation year to all defined contribution plans.

1.1.1. Specific Inclusions. With regard to a plan which contains a qualified cash or deferred arrangement or matching contributions or employee contributions, excess contributions and excess aggregate contributions (whether or not distributed during or after the limitation year) shall be considered annual additions in the year contributed. Excess deferrals that are not distributed in accordance with the regulations under section 402(g) of the Code are annual additions.

1.1.2. Specific Exclusions. The annual addition shall not, however, include any portion of a Participant's rollover contributions or any additions to accounts attributable to a plan merger or a transfer of plan assets or liabilities or any other amounts excludable under law. Excess deferrals that are distributed in accordance with the regulations under section 402(g) of the Code are not annual additions.

1.1.3. ESOP Rules. In the case of an employee stock ownership plan within the meaning of section 4975(e)(7) of the Code, annual additions shall not include any dividends or gains on sale of

employer securities held by the employee stock ownership plan (regardless of whether such dividends or gains are (i) on securities which are allocated to Participants' accounts or (ii) on securities which are not allocated to Participants' accounts which, in the case of dividends used to pay principal on an employee stock ownership plan loan, result in employer securities being allocated to Participants' accounts or, in the case of a sale, result in sale proceeds being allocated to Participants' accounts). In the case of an employee stock ownership plan within the meaning of section 4975(e)(7) of the Code under which no more than one-third (1/3rd) of the employer contributions for a limitation year which are deductible under section 404(a)(9) of the Code are allocated to highly compensated employees (as defined in section 414(q) of the Code), annual additions shall not include forfeitures of employer securities under the employee stock ownership plan if such securities were acquired with the proceeds of an exempt loan or, if the Employer is not an S corporation as defined in section 1361(a)(1) of the Code, employer contributions to the employee stock ownership plan which are deductible by the employer under section 404(a)(9)(B) of the Code and charged against the Participant's account (i.e., interest payments).

1.2. Annual Benefit. Annual benefit means a retirement benefit under a defined benefit plan which is payable annually in the form of a straight life annuity.

1.2.1. Straight Life Annuity. Except as provided below, a benefit payable in a form other than a straight life annuity will be adjusted to the actuarial equivalent straight life annuity before applying the limitations of this Appendix. This actuarial equivalent straight life annuity shall be the greater of (A) the equivalent straight life annuity computed using the interest rate and mortality table (or tabular factor) specified in the defined benefit plan for determining the amount of the particular form of benefit that is payable under the plan, or (B) in the case of a form of benefit subject to section 417(e)(3) of the Code, the equivalent straight life annuity computed using the applicable interest rate and applicable mortality table prescribed by the Secretary of the Treasury under section 417(e)(3) of the Code for this purpose, or (C) in the case of a form of benefit not subject to section 417(e)(3)of the Code, the equivalent straight life annuity computed using a five percent (5%) interest and the applicable mortality table prescribed by the Secretary of the Treasury under section 417(e)(3) of the Code for this purpose.

1.2.2. Excluded Contributions. The annual benefit does not include any benefits attributable to employee contributions, rollover contributions or the assets transferred from a qualified plan that was not maintained by a controlled group member.

1.2.3. Ancillary Benefits. No actuarial adjustment to the annual benefit is required for: (i) the value of a qualified joint and survivor annuity (to the extent such value exceeds the sum of the value of a straight life annuity beginning on the same date and the value of post-retirement death benefits that would be paid even if the annuity were not in the form of a joint and survivor annuity), or (ii) the value of benefits that are not directly related to retirement benefits (such as a pre-retirement disability benefit, a pre-retirement death benefit or a post-retirement medical benefit), or (iii) the value of post-retirement cost of living increases made in accordance with regulations under the Code.

1.3. Controlled Group Member. Controlled group member means the Employer and each member of a controlled group of corporations (as defined in section 414(b) of the Code and as modified by section 415(h) of the Code), all commonly controlled trades or businesses (as defined in section 414(c) of the Code and as modified by section 415(h) of the Code), affiliated service groups (as defined in section 414(m) of the Code) of which the Employer is a part and other organizations required to be aggregated for this purpose under section 414(o) of the Code.

1.4. Defined Benefit and Defined Contribution Plans. Defined benefit plan and defined contribution plan have the meanings assigned to those terms by section 415(k)(1) of the Code. Whenever reference is made to defined benefit plans and defined contribution plans in this Appendix, it shall include all such plans maintained by the Employer and all controlled group members.

1.5. Defined Benefit Fraction.

1.5.1. General Rule. Defined benefit fraction means a fraction the numerator of which is the sum of the Participant's projected annual benefits under all defined benefit plans determined as of the close of the limitation year, and the denominator of which is the lesser of:

(i) one hundred twenty-five percent (125%) of the dollar limitation in effect under section 415(b)(l)(A) of the Code as of the close of such limitation year (i.e., 125% of $90,000 as adjusted for cost of living, commencement dates, length of service and other factors), or

(ii) one hundred forty percent (140%) of the dollar amount which may be taken into account under section 415(b)(l)(B) of the Code with respect to such Participant as of the close of such limitation year (i.e., 140% of the Participant's highest average compensation as adjusted for cost of living, length of service and other factors).

1.5.2. Transition Rule. Notwithstanding the above, if the Participant was a participant as of the first day of the first limitation year beginning after December 31, 1986, in one or more defined benefit plans which were in existence on May 6, 1986, the denominator of this fraction will not be less than one hundred twenty-five percent (125%) of the sum of the annual benefits under such plans which the Participant had accrued as of the close of the last limitation year beginning before January 1, 1987, disregarding any changes in the terms and conditions of the defined benefit plans after May 5, 1986. The preceding sentence applies only if the defined benefit plans individually and in the aggregate satisfied the requirements of section 415 of the Code for all limitation years beginning before January 1, 1987.

1.6. Defined Contribution Fraction.

1.6.1. General Rule. Defined contribution fraction means a fraction the numerator of which is the sum of the Participant's annual additions (including employer contributions which are allocated to a separate account established for the purpose of providing medical benefits or life insurance benefits with respect to a key employee as defined in section 416 of the Code under a welfare benefit fund or individual medical account) as of the close of the limitation year and for all prior limitation years, and the denominator of which is the sum of the amounts determined under paragraph (i) or (ii) below, whichever is the lesser, for such limitation year and for each prior limitation year in which the Participant had any service with the Employer (regardless of whether that or any other defined contribution plan was in existence during those years or continues in existence):

(i) one hundred twenty-five percent (125%) of the dollar limitation in effect under section 415(c)(l)(A) of the Code for such limitation year determined without regard to section 415(c)(6) of the Code (i.e., 125% of $30,000 as adjusted for cost of living), or

(ii) one hundred forty percent (140%) of the dollar amount which may be taken into account under section 415(c)(l)(B) of the Code with respect to such individual under the defined contribution plan for such limitation year (i.e., 140% of 25% of the Participant's ss. 415 compensation for such limitation year).

1.6.2. TEFRA Transition Rule. The Employer may elect that the amount taken into account for each Participant for all limitation years ending before January 1, 1983, under Section 1.6.1(i) and Section 1.6.1(ii) shall be determined pursuant to the special transition rule provided in section 415(e)(6) of the Code.

1.6.3. Employee Contributions. Notwithstanding the definition of "annual additions," for the purpose of determining the defined contribution fraction in limitation years beginning before January 1, 1987, employee contributions shall not be taken into account to the extent that they were not required to be taken into account under section 415 of the Code prior to the Tax Reform Act of 1986.

1.6.4. Annual Denominator. The amounts to be determined under Section 1.6.1(i) and Section 1.6.1(ii) for the limitation year and for all prior limitation years in which the Participant had any service with the Employer shall be determined separately for each such limitation year on the basis of which amount is the lesser for each such limitation year.

1.6.5. Historical Amounts. For all limitation years ending before January 1, 1976, the dollar limitation under section 415(c)(1)(A) of the Code is Twenty-five Thousand Dollars ($25,000). For limitation years ending after December 31, 1975, and before January 1, 1999, the amount shall be:

For limitation years ending during:	The ss. 415(c)(1)(A) dollar amount is:
1976	$26,825
1977	$28,175
1978	$30,050
1979	$32,700
1980	$36,875
1981	$41,500
1982	$45,475
1983 - 2000	$30,000

1.6.6. Relief Rule. If the Participant was a participant as of the end of the first day of the first limitation year beginning after December 31, 1986, in one or more defined contribution plans which were in existence on May 6, 1986, the numerator of this fraction will be adjusted if the sum of this fraction and the defined benefit fraction would otherwise exceed one (1.0). Under the adjustment, an amount equal to the product of the excess of the sum of the fractions over one (1.0), times the denominator of this fraction, will be permanently subtracted from the numerator of this fraction. The adjustment is calculated using the fractions as they would be computed as of the end of the last limitation year beginning before January 1, 1987, and disregarding any changes in the terms and conditions of the plan made after May 6, 1986, but using the section 415 limitations applicable to the first limitation year beginning on or after January 1, 1987.

1.7. Highest Average Compensation. Highest average compensation means the averagess. 415 compensation for the three (3) consecutive calendar years during which the Participant was both an active participant in the defined benefit plan and had the greatest aggregate compensation from the Employer.

1.8. Individual Medical Account. Individual medical account means an account, as defined in section 415(1)(2) of the Code maintained by the Employer or a controlled group member which provides an annual addition.

1.9. Limitation Year. Limitation year means the Plan Year.

1.10. Maximum Permissible Addition.

1.10.1. General Rule. Maximum permissible addition (a term that is relevant only with respect to defined contribution plans) means, for any one (1) limitation year, the lesser of:

(i) Thirty Thousand Dollars ($30,000), as adjusted automatically for increases in the cost of living by the Secretary of the Treasury, or

(ii) twenty-five percent (25%) of the Participant'sss. 415 compensation for such limitation year.

1.10.2. Medical Benefits. The dollar limitation in Section 1.10.1(i), but not the amount determined in Section 1.10.1(ii), shall be reduced by the amount of employer contributions which are allocated to a separate account established for the purpose of providing medical benefits or life insurance benefits with respect to a key employee (as defined in section 416 of the Code) under a welfare benefit fund or an individual medical account.

1.11. Maximum Permissible Benefit. Maximum permissible benefit (a term that is relevant only with respect to defined benefit plans) means, for any one (1) limitation year, an amount determined as follows:

1.11.1. SSRA Commencement. If the annual benefit commences at the social security retirement age, the maximum permissible benefit is the lesser of:

(i) Ninety Thousand Dollars ($90,000), or

(ii) the Participant's highest average compensation.

1.11.2. Early Commencement. If the annual benefit commences before the social security retirement age, the maximum permissible benefit may not exceed the lesser of the actuarial equivalent of a Ninety Thousand Dollar ($90,000) annual benefit beginning at the social security retirement age or the Participant's highest average compensation. If the annual benefit commences before the social security retirement age but after age sixty-two (62) years, this actuarial equivalent shall be the Ninety Thousand Dollar ($90,000) annual benefit reduced in accordance with reductions in social security benefits (i.e., 5/9% for each of the first 36 months and 5/12% for each additional month by which the commencement date precedes the social security retirement age). If the annual benefit commences before age sixty-two (62) years, this actuarial equivalent shall be the actuarial equivalent of the maximum permissible benefit as reduced under the prior sentence to age sixty-two (62) years. This actuarial equivalent (i.e., the pre-age 62 years actuarial equivalent) shall be the lesser of (A) the equivalent amount computed using the interest rate and mortality table (or tabular factor) specified in the defined benefit plan for determining the amount of the early retirement benefit that is payable under the plan, or (B) the equivalent amount computed using five percent (5%) interest and the applicable mortality table as prescribed by the Secretary of the Treasury for these purposes.

1.11.3. Late Commencement. If the annual benefit commences after the social security retirement age, the benefit may not exceed the lesser of the actuarial equivalent of a Ninety Thousand Dollar ($90,000) annual benefit beginning at the social security retirement age or the Participant's highest average

compensation. This actuarial equivalent (i.e., the post-social security retirement age actuarial equivalent) shall be the lesser of (A) the equivalent amount computed using the interest rate and mortality table (or tabular factor) specified in the defined benefit plan for determining the amount of the late retirement benefit that is payable under the plan, or (B) the equivalent amount computed using five percent (5%) interest and the applicable mortality table as prescribed by the Secretary of the Treasury for these purposes.

1.11.4. Cost of Living Adjustments. Effective on January 1, 1988 and each January 1 thereafter, the Ninety Thousand Dollar ($90,000) limit and the highest average compensation limit (for Participants who have separated from service) shall be adjusted automatically for increases in the cost of living by the Secretary of the Treasury. The new amounts will apply to limitation years ending within such calendar year.

1.11.5. Participation Reduction. If a Participant has less than ten (10) years of participation in the plan, the Ninety Thousand Dollar ($90,000) limit otherwise defined and adjusted above (but not the highest average compensation limit) shall be reduced to an amount equal to ninety thousand dollars ($90,000) as otherwise defined and adjusted above multiplied by a fraction:

(i) the numerator of which is the number of years (and part thereof) of participation, and

(ii) the denominator of which is ten (10).

1.11.6. Service Reduction. If a Participant has less than ten (10) years of service with the controlled group members, the highest average compensation limit otherwise defined and adjusted above (but not the Ninety Thousand Dollar limit) shall be reduced to an amount equal to the highest average compensation limit as otherwise defined and adjusted above multiplied by a fraction:

(i) the numerator of which is the number of years (and part thereof) of service, and

(ii) the denominator of which is ten (10).

1.12. Projected Annual Benefit. Projected annual benefit means the annual benefit payable to the Participant at his or her normal retirement age (as defined in the defined benefit plan) adjusted to an actuarially equivalent straight life annuity form (or, if it would be a lesser amount, to any actuarially equivalent qualified joint and survivor annuity form that is available under the defined benefit plan) assuming that:

(i) the Participant continues employment and participation under the defined benefit plan until his or her normal retirement age (as defined in the defined benefit plan) or, if later, until his or her current age, and

(ii) the Participant's ss. 415 compensation and all other factors used to determine annual benefits under the defined benefit plan remain unchanged for all future limitation years.

1.13. Section 415 Compensation. Section 415 compensation (sometimes, "ss. 415 compensation") shall mean, with respect to any limitation year, the total wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the Employer to the extent that such amounts are includible in gross income but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code). Without regard to whether it is or is not includible in gross income, subject to other limitations and rules of this Section, (i) ss. 415 compensation shall include foreign earned income as defined in section 911(b) of the Code whether or not excludable from gross income under section 911 of the Code, and (ii) ss. 415 compensation shall be determined without regard to the exclusions from gross income in section 931 and section 933 of the Code. For limitation years beginning after December 31, 1991, ss. 415 compensation shall be determined on a cash basis. For limitation years beginning after December 31, 1997, ss. 415 compensation shall also include any elective deferral as defined in section 402(g)(3) of the Code and any amount which is contributed or deferred by an Employer at the election of the employee and which is not includible in the gross income of the employee by reason of section 125, section 132(f) or section 457 of the Code.

1.14. Social Security Retirement Age. Social security retirement age means the age used as retirement age under section 216(l) of the Social Security Act except that such section shall be applied (i) without regard to the age increase factor, and (ii) as if the early retirement age under section 216(1)(2) of the Social Security Act were age sixty-two (62) years.

1.15. Welfare Benefit Fund. Welfare benefit fund means a fund as defined in section 419(e) of the Code which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in section 419A(d)(3).

SECTION 2

DEFINED CONTRIBUTION LIMITATION

Notwithstanding anything to the contrary contained in the Plan Statement, there shall not be allocated to the account of any Participant under a defined contribution plan for any limitation year an amount which would cause the annual addition for such Participant to exceed the maximum permissible addition.

SECTION 3

DEFINED BENEFIT LIMITATION

Notwithstanding anything to the contrary contained in the Plan Statement, there shall not be accrued for the benefit of any Participant under a defined benefit plan an amount which would cause the annual benefit for any limitation year for such Participant to exceed the maximum permissible benefit.

SECTION 4

COMBINED PLANS LIMITATION

Notwithstanding anything to the contrary contained in the Plan Statement, during limitation years beginning before January 1, 2000, there shall not be allocated to the account of any Participant under a defined contribution plan or accrued for the benefit of any Participant under a defined benefit plan any amount which would cause the sum of such Participant's defined benefit fraction and defined contribution fraction to exceed one (1.0) at the close of any limitation year.

SECTION 5

REMEDIAL ACTION

5.1. Defined Contribution Plans Only. If a Participant's annual additions for a limitation year would exceed the maximum permissible addition, to the extent necessary to eliminate the excess the following shall occur in the following sequence.

5.1.1. Employee After Tax Contributions and Elective Deferrals. The defined contribution plan shall:

(i) return any unmatched employee contributions made by the Participant for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan), and

(ii) distribute unmatched elective deferrals (within the meaning of section 402(g)(3) of the Code) made for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan), and

(iii) return any matched employee contributions made by the Participant for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan), and

(iv) distribute matched elective deferrals (within the meaning of section 402(g)(3) of the Code) made for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan).

To the extent matched employee contributions are returned or any matched elective deferrals are distributed, any matching contribution made with respect thereto shall be forfeited and reallocated to Participants as provided in the defined contribution plan.

5.1.2. Employer Contributions. If, after taking all the actions contemplated by Section 5.1.1, an excess still exists, the defined contribution plan shall dispose of the excess as follows.

(a) Covered. If that Participant is covered by the defined contribution plan at the end of the limitation year, the Employer shall cause such excess to be used to reduce employer contributions for the next limitation year ("second limitation year") and succeeding limitation years, as necessary, for that Participant.

(b) Not Covered. If the Participant is not covered by the defined contribution plan at the end of the limitation year, however, then the excess amounts must be held unallocated in an "excess account" for the second limitation year (or succeeding limitation years) and allocated and reallocated in the second limitation year (or succeeding limitation year) to all the remaining Participants in the defined contribution plan as if an employer contribution for the second limitation year (or succeeding limitation year). However, if the allocation or reallocation of the excess amounts pursuant to the provisions of the defined contribution plan causes the limitations of this Appendix to be exceeded with respect to each Participant for the second limitation year (or succeeding limitation years), then these amounts must be held unallocated in an excess account. If an excess account is in existence at any time during the second limitation year (or any succeeding limitation year), all amounts in the excess account must be allocated and reallocated to Participants' accounts (subject to the limitations of this Appendix) as if they were additional employer contributions before any employer contribution and any Participant contributions which would constitute annual additions may be made to the defined contribution plan for that limitation year. Furthermore, the excess amounts must be used to reduce employer contributions for the second limitation year (and succeeding limitation years, as necessary) for all of the remaining Participants.

(c) No Distributions. Excess amounts may not be distributed from the defined contribution plan to Participants or former Participants.

If an excess account is in existence at any time during a limitation year, the gains and losses and other income attributable to the excess account shall be allocated to such excess account. To the extent that investment gains or other income or investment losses are allocated to the excess account, the entire amount allocated to Participants from the excess account, including any such gains or other income or less any losses, shall be considered as an annual addition. If the defined contribution plan should be terminated prior to the date any such temporarily held, unallocated excess can be allocated to the Accounts of Participants, the date of termination shall be deemed to be an Annual Valuation Date for the purpose of allocating such excess and, if any portion of such excess cannot be allocated as of such deemed Annual Valuation Date by reason of the limitations of this Appendix, such remaining excess shall be returned to the Employer.

5.1.3. Sequence of Plans. Each step of remedial action under Section 5.1.1 and Section 5.1.2 as may be necessary to correct an excess allocation shall be made in all defined contribution plans before the next step of remedial action is made. Each such step shall be made in the defined contribution plans in the following sequence:

(i) all profit sharing and stock bonus plans containing cash or deferred arrangements,

(ii) all money purchase pension plans other than money purchase pension plans that are part of employee stock ownership plans,

(iii) all profit sharing and stock bonus plans other than profit sharing and stock bonus plans containing cash or deferred arrangements and employee stock ownership plans,

(iv) all employee stock ownership plans.

If an excess allocation occurs in two (2) or more plans in the same category, correction of the excess allocation shall be made in chronological order as determined by the effective date of each plan (using the original effective date of the plan) beginning with the most recently established plan.

5.2. Defined Benefit Plans Only.

5.2.1. General Rule. If a Participant's annual benefit for any limitation year would exceed the maximum permissible benefit, to the extent necessary to eliminate the excess the defined benefit plan shall cease the accrual of benefits or reduce benefits previously accrued.

5.2.2. Sequence of Plans. Such remedial action as may be necessary to prevent an annual benefit from exceeding the maximum permissible benefit in a limitation year shall be made in defined benefit plans as follows.

(a) Single Plan. If the Participant is accruing benefits in only one defined benefit plan during such limitation year, all such cessations and reductions shall be made in that plan; and

(b) Other Plans In Earlier Years. To the extent that such cessations and reductions are not adequate and the Participant has accrued benefits in one or more other defined benefit plans in earlier limitation years, such cessations and reduction of accrued benefits under other plans shall be made in chronological order as determined by the effective date of each plan (using the original effective date of the plan) beginning with the most recently established plan; and

(c) Multiple Plans. If the Participant is concurrently accruing benefits in more than one defined benefit plan during such limitation year, such cessations and reductions of accrued benefits under such defined benefit plans shall be made in chronological order as determined by the effective date of each plan (using the original effective date of the plan) beginning with the most recently established plan.

5.3. Combined Defined Benefit and Defined Contribution Plans. If the sum of a Participant's defined benefit fraction and the defined contribution fraction would exceed one (1.0) at the end of any limitation year beginning before January 1, 2000, to the extent necessary to eliminate the excess the following shall occur in the following sequence.

(a) Defined Benefit. The cessation and reduction of accruals described in Section 5.2 shall be made.

(b) Defined Contribution. The actions described in Section 5.1 shall be taken.

APPENDIX B

CONTINGENT TOP HEAVY PLAN RULES

Notwithstanding any of the foregoing provisions of the Plan Statement, if, after applying the special definitions set forth in Section 1 of this Appendix, this Plan is determined under Section 2 of this Appendix to be a top heavy plan for a Plan Year, then the special rules set forth in Section 3 of this Appendix shall apply. For so long as this Plan is not determined to be a top heavy plan, the special rules in Section 3 of this Appendix shall be inapplicable to this Plan.

SECTION 1

SPECIAL DEFINITIONS

Terms defined in the Plan Statement shall have the same meanings when used in this Appendix. In addition, when used in this Appendix, the following terms shall have the following meanings:

1.1. Aggregated Employers. Aggregated employers means the Employer and each other corporation, partnership or proprietorship which is a "predecessor" to the Employer, or is under "common control" with the Employer, or is a member of an "affiliated service group" that includes the Employer, as those terms are defined in section 414(b), (c), (m) or (o) of the Code.

1.2. Aggregation Group. Aggregation group means a grouping of this Plan and:

(a) if any Participant in the Plan is a key employee, each other qualified pension, profit sharing or stock bonus plan of the aggregated employers in which a key employee is a Participant (and for this purpose, a key employee shall be considered a Participant only during periods when he is actually accruing benefits and not during periods when he has preserved accrued benefits attributable to periods of participation when he was not a key employee), and

(b) each other qualified pension, profit sharing or stock bonus plan of the aggregated employers which is required to be taken into account for this Plan or any plan described in paragraph (a) above to satisfy the qualification requirements under section 410 or section 401(a)(4) of the Code, and

(c) each other qualified pension, profit sharing or stock bonus plan of the aggregated employers which is not included in paragraph (a) or (b) above, but which the

Employer elects to include in the aggregation group and which, when included, would not cause the aggregation group to fail to satisfy the qualification requirements under section 410 or section 401(a)(4) of the Code.

1.3. Compensation. Unless the context clearly requires otherwise, compensation means the wages, tips and other compensation paid to the Participant by the Employer and reportable in the box designated "wages, tips, other compensation" on Treasury Form W-2 (or any comparable successor box or form) for the applicable period but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code). In determining compensation there shall be included elective contributions made by the Employer on behalf of the Participant that are not includible in gross income under sections 125, 402(e)(3), 402(h), 403(b), 414(h)(2) and 457 of the Code including elective contributions authorized by the Participant under a cafeteria plan or any qualified cash or deferred arrangement under section 401(k) of the Code. For the purposes of this Appendix (excluding Section 1.6 of this Appendix), compensation shall be limited to Two Hundred Thousand Dollars ($200,000) (as adjusted under the Code for cost of living increases) for Plan Years beginning before January 1, 1994, and One Hundred and Fifty Thousand Dollars ($150,000) (as so adjusted) for Plan Years beginning after December 31, 1993.

1.4. Determination Date. Determination date means, for the first (1st) Plan Year of a plan, the last day of such first (1st) Plan Year, and for each subsequent Plan Year, the last day of the immediately preceding Plan Year.

1.5. Five Percent Owner. Five percent owner means for each aggregated employer that is a corporation, any person who owns (or is considered to own within the meaning of the shareholder attribution rules) more than five percent (5%) of the value of the outstanding stock of the corporation or stock possessing more than five percent (5%) of the total combined voting power of the corporation, and, for each aggregated employer that is not a corporation, any person who owns more than five percent (5%) of the capital interest or the profits interest in such aggregated employer. For the purposes of determining ownership percentages, each corporation, partnership and proprietorship otherwise required to be aggregated shall be viewed as a separate entity.

1.6. Key Employee. Key employee means each Participant (whether or not then an employee) who at any time during a Plan Year (or any of the four preceding Plan Years) is:

(a) an officer of any aggregated employer (excluding persons who have the title of an officer but not the authority and including persons who have the authority of an officer but not the title) having an annual compensation from all aggregated employers for any such Plan Year in excess of fifty percent (50%) of the amount in effect under section 415(b)(1)(A) of the Code for any such Plan Year, or

(b) one (1) of the ten (10) employees (not necessarily Participants) owning (or considered to own within the meaning of the shareholder attribution rules) both more than one-half of one percent (1/2%) ownership interest in value and the largest percentage ownership interests in value of any of the aggregated employers (which are owned by employees) and who has an annual compensation from all the aggregated employers in excess of the limitation in effect under section 415(c)(1)(A) of the Code for any such Plan Year, or

(c) a five percent owner, or

(d) a one percent owner having an annual compensation from the aggregated employers of more than One Hundred Fifty Thousand Dollars ($150,000);

provided, however, that no more than fifty (50) employees (or, if lesser, the greater of three of all the aggregated employers' employees or ten percent of all the aggregated employers' employees) shall be treated as officers. For the purposes of determining ownership percentages, each corporation, partnership and proprietorship otherwise required to be aggregated shall be viewed as a separate entity. For purposes of paragraph (b) above, if two (2) employees have the same interest in any of the aggregated employers, the employee having the greatest annual compensation from that aggregated employer shall be treated as having a larger interest. For the purpose of determining compensation, however, all compensation received from all aggregated employers shall be taken into account. The term "key employee" shall include the beneficiaries of a deceased key employee.

1.7. One Percent Owner. One percent owner means, for each aggregated employer that is a corporation, any person who owns (or is considered to own within the meaning of the shareholder attribution rules) more than one percent (1%) of the value of the outstanding stock of the corporation or stock possessing more than one percent (1%) of the total combined voting power of the corporation, and, for each aggregated employer that is not a corporation, any person who owns more than one percent (1%) of the capital or the profits interest in such aggregated employer. For the purposes of determining ownership percentages, each corporation, partnership and proprietorship otherwise required to be aggregated shall be viewed as a separate entity.

1.8. Shareholder Attribution Rules. Shareholder attribution rules means the rules of section 318 of the Code, (except that subparagraph (C) of section 318(a)(2) of the Code shall be applied by substituting "5 percent" for "50 percent") or, if the Employer is not a corporation, the rules determining ownership in such Employer which shall be set forth in regulations prescribed by the Secretary of the Treasury.

1.9. Top Heavy Aggregation Group. Top heavy aggregation group means any aggregation group for which, as of the determination date, the sum of:

(i) the present value of the cumulative accrued benefits for key employees under all defined benefit plans included in such aggregation group, and

(ii) the aggregate of the accounts of key employees under all defined contribution plans included in such aggregation group,

exceed sixty percent (60%) of a similar sum determined for all employees. In applying the foregoing, the following rules shall be observed:

(a) For the purpose of determining the present value of the cumulative accrued benefit for any employee under a defined benefit plan, or the amount of the account of any employee under a defined contribution plan, such present value or amount shall be increased by the aggregate distributions made with respect to such employee under the plan during the five (5) year period ending on the determination date.

(b) Any rollover contribution (or similar transfer) initiated by the employee, made from a plan maintained by one employer to a plan maintained by another employer and made after December 31, 1983, to a plan shall not be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group). Any rollover contribution (or similar transfer) not described in the preceding sentence shall be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group).

(c) If any individual is not a key employee with respect to a plan for any Plan Year, but such individual was a key employee with respect to a plan for any prior Plan Year, the cumulative accrued benefit of such employee and the account of such employee shall not be taken into account.

(d) The determination of whether a plan is a top heavy plan shall be made once for each Plan Year of the plan as of the determination date for that Plan Year.

(e) In determining the present value of the cumulative accrued benefits of employees under a defined benefit plan, the determination shall be made as of the actuarial valuation date last occurring during the twelve (12) months preceding the determination date and shall be determined on the assumption that the employees terminated employment on the valuation date except as provided in section 416 of the Code and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The accrued benefit of any employee (other than a key

employee) shall be determined under the method which is used for accrual purposes for all plans of the employer or if there is no method which is used for accrual purposes under all plans of the employer, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under section 411(b)(1)(C) of the Code. In determining this present value, the mortality and interest assumptions shall be those which would be used by the Pension Benefit Guaranty Corporation in valuing the defined benefit plan if it terminated on such valuation date. The accrued benefit to be valued shall be the benefit expressed as a single life annuity.

(f) In determining the accounts of employees under a defined contribution plan, the account values determined as of the most recent asset valuation occurring within the twelve (12) month period ending on the determination date shall be used. In addition, amounts required to be contributed under either the minimum funding standards or the plan's contribution formula shall be included in determining the account. In the first year of the plan, contributions made or to be made as of the determination date shall be included even if such contributions are not required.

(g) If any individual has not performed any services for any employer maintaining the plan at any time during the five (5) year period ending on the determination date, any accrued benefit of the individual under a defined benefit plan and the account of the individual under a defined contribution plan shall not be taken into account.

(h) For this purpose, a terminated plan shall be treated like any other plan and must be aggregated with other plans of the employer if it was maintained within the last five (5) years ending on the determination date for the Plan Year in question and would, but for the fact that it terminated, be part of the aggregation group for such Plan Year.

1.10. Top Heavy Plan. Top heavy plan means a qualified plan under which (as of the determination date):

(i) if the plan is a defined benefit plan, the present value of the cumulative accrued benefits for key employees exceeds sixty percent (60%) of the present value of the cumulative accrued benefits for all employees, and

(ii) if the plan is a defined contribution plan, the aggregate of the accounts of key employees exceeds sixty percent (60%) of the aggregate of all of the accounts of all employees.

In applying the foregoing, the following rules shall be observed:

(a) Each plan of an Employer required to be included in an aggregation group shall be a top heavy plan if such aggregation group is a top heavy aggregation group.

(b) For the purpose of determining the present value of the cumulative accrued benefit for any employee under a defined benefit plan, or the amount of the account of any employee under a defined contribution plan, such present value or amount shall be increased by the aggregate distributions made with respect to such employee under the plan during the five (5) year period ending on the determination date.

(c) Any rollover contribution (or similar transfer) initiated by the employee, made from a plan maintained by one employer to a plan maintained by another employer and made after December 31, 1983, to a plan shall not be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group). Any rollover contribution (or similar transfer) not described in the preceding sentence shall be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group).

(d) If any individual is not a key employee with respect to a plan for any Plan Year, but such individual was a key employee with respect to the plan for any prior Plan Year, the cumulative accrued benefit of such employee and the account of such employee shall not be taken into account.

(e) The determination of whether a plan is a top heavy plan shall be made once for each Plan Year of the plan as of the determination date for that Plan Year.

(f) In determining the present value of the cumulative accrued benefits of employees under a defined benefit plan, the determination shall be made as of the actuarial valuation date last occurring during the twelve (12) months preceding the determination date and shall be determined on the assumption that the employees terminated employment on the valuation date except as provided in section 416 of the Code and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The accrued benefit of any employee (other than a key employee) shall be determined under the method which is used for accrual purposes for all plans of the employer or if there is no method which is used for accrual purposes under all plans of the employer, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under section 411(b)(1)(C) of the Code. In determining this present value, the mortality and interest assumptions shall be those which would be used by the Pension Benefit Guaranty

Corporation in valuing the defined benefit plan if it terminated on such valuation date. The accrued benefit to be valued shall be the benefit expressed as a single life annuity.

(g) In determining the accounts of employees under a defined contribution plan, the account values determined as of the most recent asset valuation occurring within the twelve (12) month period ending on the determination date shall be used. In addition, amounts required to be contributed under either the minimum funding standards or the plan's contribution formula shall be included in determining the account. In the first year of the plan, contributions made or to be made as of the determination date shall be included even if such contributions are not required.

(h) If any individual has not performed any services for any employer maintaining the plan at any time during the five (5) year period ending on the determination date, any accrued benefit of the individual under a defined benefit plan and the account of the individual under a defined contribution plan shall not be taken into account.

(i) For this purpose, a terminated plan shall be treated like any other plan and must be aggregated with other plans of the employer if it was maintained within the last five (5) years ending on the determination date for the Plan Year in question and would, but for the fact that it terminated, be part of the aggregation group for such Plan Year.

SECTION 2

DETERMINATION OF TOP HEAVINESS

Once each Plan Year, as of the determination date for that Plan Year, the administrator of this Plan shall determine if this Plan is a top heavy plan.

SECTION 3

CONTINGENT PROVISIONS

3.1. When Applicable. If this Plan is determined to be a top heavy plan for any Plan Year, the following provisions shall apply for that Plan Year (and, to the extent hereinafter specified, for subsequent Plan Years), notwithstanding any provisions to the contrary in the Plan.

3.2. Vesting Requirement.

3.2.1. General Rule. During any Plan Year that the Plan is determined to be a Top Heavy Plan, then all accounts of all Participants in a defined contribution plan that is a top heavy plan and the accrued benefits of all Participants in a defined benefit plan that is a top heavy plan shall be vested and nonforfeitable in accordance with the following schedule if, and to the extent, that it is more favorable than other provisions of the Plan:

If the Participant Has Completed the Following Years of Vesting Service:	His Vested Percentage Shall Be:
Less than 2 years	0%
2 years but less than 3 years	20%
3 years but less than 4 years	40%
4 years but less than 5 years	60%
5 years but less than 6 years	80%
6 years or more	100%

3.2.2. Subsequent Year. In each subsequent Plan Year that the Plan is determined not to be a top heavy plan, the other nonforfeitability provisions of the Plan Statement (and not this section) shall apply in determining the vested and nonforfeitable rights of Participants who do not have five (5) or more years of Vesting Service (three or more years of Vesting Service for Participants who have one or more Hours of Service in any Plan Year beginning after December 31, 1988) as of the beginning of such subsequent Plan Year; provided, however, that they shall not be applied in a manner which would reduce the vested and nonforfeitable percentage of any Participant.

3.2.3. Cancellation of Benefit Service. If this Plan is a defined benefit plan and if the Participant's vested percentage is determined under this Appendix and if a Participant receives a lump sum distribution of the present value of the vested portion of his accrued benefit, the Plan shall:

(a) thereafter disregard the Participant's service with respect to which he received such distribution in determining his accrued benefit, and

(b) permit the Participant who receives a distribution of less than the present value of his entire accrued benefit to restore this service by repaying (after returning to employment covered under the Plan) to the trustee the amount of such distribution together with interest at the interest rate of five percent (5%) per annum compounded annually (or such other interest rate as is provided by law for such repayment). If the distribution was on account of separation from service such repayment must be made before the earlier of,

(i) five (5) years after the first date on which the Participant is subsequently reemployed by the employer, or

(ii) the close of the first period of five (5) consecutive one-year breaks in service commencing after the distribution.

If the distribution was on account of any other reason, such repayment must be made within five (5) years after the date of the distribution.

3.3. Defined Contribution Plan Minimum Benefit Requirement.

3.3.1. General Rule. If this Plan is a defined contribution plan, then for any Plan Year that this Plan is determined to be a top heavy plan, the Employer shall make a contribution for allocation to the account of each employee who is a Participant for that Plan Year and who is not a key employee in an amount (when combined with other Employer contributions and forfeited accounts allocated to his account) which is at least equal to three percent (3%) of such Participant's compensation. (This minimum contribution amount shall be further reduced by all other Employer contributions to this Plan or any other defined contribution plans.) This contribution shall be made for each Participant who has not separated from service with the Employer at the end of the Plan Year (including for this purpose any Participant who is then on temporary layoff or authorized leave of absence or who, during such Plan Year, was inducted into the Armed Forces of the United States from employment with the Employer) including, for this purpose, each employee of the Employer who would have been a Participant if he had: (i) completed one thousand (1,000) Hours of Service (or the equivalent) during the Plan Year, and (ii) made any mandatory contributions to the Plan, and (iii) earned compensation in excess of the stated amount required for participation in the Plan.

3.3.2. Special Rule. Subject to the following rules, the percentage referred to in Section 3.3.1 of this Appendix shall not exceed the percentage at which contributions are made (or required to be made) under this Plan for the Plan Year for that key employee for whom that percentage is the highest for the Plan Year.

(a) The percentage referred to above shall be determined by dividing the Employer contributions for such key employee for such Plan Year by his compensation for such Plan Year.

(b) For the purposes of this Section 3.3, all defined contribution plans required to be included in an aggregation group shall be treated as one (l) plan.

(c) The exception contained in this Section 3.3.2 shall not apply to (be available to) this Plan if this Plan is required to be included in an aggregation group if including

this Plan in an aggregation group enables a defined benefit plan to satisfy the qualification requirements of section 410 or section 401(a)(4) of the Code.

3.3.3. Salary Reduction and Matching Contributions. For the purpose of this Section 3.3, all Employer contributions attributable to a salary reduction or similar arrangement shall be taken into account for the purpose of determining the minimum percentage contribution required to be made for a particular Plan Year for a Participant who is not a key employee but not for the purpose of determining whether that minimum contribution requirement has been satisfied. For the purpose of this Section 3.3 during all Plan Years beginning after December 31, 1988, all Employer matching contributions shall be taken into account for the purposes of determining the minimum percentage contribution required to be made for a particular Plan Year for a Participant who was not a key employee but not for the purpose of determining whether that minimum contribution requirement has been satisfied.

3.4. Defined Benefit Plan Minimum Benefit Requirement.

3.4.1. General Rule. If this Plan is a defined benefit plan, then for any Plan Year that the Plan is determined to be a top heavy plan, the accrued benefit for each Participant who is not a key employee shall not be less than one-twelfth (l/12th) of the applicable percentage of the Participant's average compensation for years in the testing period.

3.4.2. Special Rules and Definitions. In applying the general rule of Section 3.4.1 of this Appendix, the following special rules and definitions shall apply:

(a) The term "applicable percentage" means the lesser of:

(i) two percent (2%) multiplied by the number of years of service with the Employer, or

(ii) twenty percent (20%).

(b) For the purpose of this Section 3.4, a Participant's years of service with the Employer shall be equal to the Participant's Vesting Service except that a year of Vesting Service shall not be taken into account if:

(i) the Plan was not a top heavy plan for any Plan Year ending during such year of Vesting Service, or

(ii) such year of Vesting Service was completed in a Plan Year beginning before January l, 1984.

(c) A Participant's "testing period" shall be the period of five (5) consecutive years during which the Participant had the greatest compensation from the Employer; provided, however, that:

(i) the years taken into account shall be properly adjusted for years not included in a year of service, and

(ii) a year shall not be taken into account if such year ends in a Plan Year beginning before January l, 1984, or such year begins after the close of the last year in which the Plan was a top heavy plan.

(d) An individual shall be considered a Participant for the purpose of accruing the minimum benefit only if such individual has at least one thousand (1,000) Hours of Service during a benefit accrual computation period (or equivalent service determined under Department of Labor regulations). Furthermore, such individual shall accrue a minimum benefit only for a benefit accrual computation period in which such individual has one thousand (1,000) Hours of Service (or equivalent service). An individual shall not fail to accrue the minimum benefit merely because the individual: (i) was not employed on a specified date, or (ii) was excluded from participation (or otherwise failed to accrue a benefit) because the individual's compensation was less than a stated amount, or (iii) because the individual failed to make any mandatory contributions.

3.4.3. Accruals Preserved. In years subsequent to the last Plan Year in which this Plan is a top heavy plan, the other benefit accrual rules of the Plan Statement shall be applied to determine the accrued benefit of each Participant, except that the application of such other rules shall not serve to reduce a Participant's accrued benefit as determined under this Section 3.4.

3.5. Priorities Among Plans. In applying the minimum benefit provisions of this Appendix in any Plan Year that this Plan is determined to be a top heavy plan, the following rules shall apply:

(a) If an employee participates only in this Plan, the employee shall receive the minimum benefit applicable to this Plan.

(b) If an employee participates in both a defined benefit plan and a defined contribution plan and only one (1) of such plans is a top heavy plan for the Plan Year, the employee shall receive the minimum benefit applicable to the plan which is a top heavy plan.

(c) If an employee participates in both a defined contribution plan and a defined benefit plan and both are top heavy plans, then the employee, for that Plan Year,

shall receive the defined benefit plan minimum benefit unless for that Plan Year the employee has received employer contributions and forfeitures allocated to his account in the defined contribution plan in an amount which is at least equal to five percent (5%) of his compensation.

(d) If an employee participates in two (2) or more defined contribution plans which are top heavy plans, then the employee, for that Plan Year, shall receive the defined contribution plan minimum benefit in that defined contribution plan which has the earliest original effective date.

3.6. Annual Contribution Limits.

3.6.1. General Rule. Notwithstanding anything apparently to the contrary in the Appendix A to the Plan Statement, for any Plan Year that this Plan is a top heavy plan, the defined benefit fraction and defined contribution fraction of the Appendix to the Plan Statement pertaining to limits under section 415 of the Code shall be one hundred percent (100%) and not one hundred twenty-five percent (125%).

3.6.2. Special Rule. Section 3.6.1 of this Appendix shall not apply to any top heavy plan if such top heavy plan satisfies the following requirements:

(a) Minimum Benefit Requirement. The top heavy plan (and any plan required to be included in an aggregation group with such plan) satisfies the requirements of Section 3.4 of this Appendix when Section 3.4.2(a)(1) of this Appendix is applied by substituting three percent (3%) for two percent (2%) and by increasing (but by no more than ten percentage points) twenty percent (20%) by one percentage point for each year for which the plan was taken into account under this Section 3.7. Section 3.3.1 of this Appendix shall be applied by substituting "four percent (4%)" for "three percent (3%)." Section 3.5(c) of this Appendix shall be applied by substituting "seven and one-half percent (7-1/2%)" for "five percent (5%)."

(b) Ninety Percent Rule. A top heavy plan would not be a top heavy plan if "ninety percent (90%)" were substituted for "sixty percent (60%)" each place that it appears in the definitions of top heavy plan and top heavy aggregation group.

3.6.3. Transition Rule. If, but for this Section 3.6.3, Section 3.6.1 of this Appendix would begin to apply with respect to this Plan because it is a top heavy plan, the application of Section 3.6.1 of this Appendix shall be suspended with respect to any individual so long as there are no:

(a) employer contributions, forfeitures or voluntary nondeductible contributions allocated to such individual (if this Plan is a defined contribution plan), or

(b) accruals for such individual (if this Plan is a defined benefit plan).

3.6.4. Coordinating Change. If this Plan is a top heavy plan for any Plan Year, then for purposes of the Appendix A to the Plan Statement, section 415(e)(6)(i) of the Code shall be applied by substituting "Forty-one Thousand Five Hundred Dollars ($41,500)" for "Fifty-one Thousand Eight Hundred Seventy-five Dollars ($51,875)."

3.7. Bargaining Units. The requirements of Section 3.2 through Section 3.6 of this Appendix shall not apply with respect to any employee included in a unit of employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one (1) or more employers if there is evidence that retirement benefits are the subject of good faith bargaining between such employee representatives and such employer or employers.

APPENDIX C

QUALIFIED DOMESTIC RELATIONS ORDERS

SECTION 1

GENERAL MATTERS

Terms defined in the Plan Statement shall have the same meanings when used in this Appendix.

1.1. General Rule. The Plan shall not honor the creation, assignment or recognition of any right to any benefit payable with respect to a Participant pursuant to a domestic relations order unless that domestic relations order is a qualified domestic relations order.

1.2. Alternate Payee Defined. The only persons eligible to be considered alternate payees with respect to a Participant shall be that Participant's spouse, former spouse, child or other dependent.

1.3. DRO Defined. A domestic relations order is any judgment, decree or order (including an approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of a Participant and which is made pursuant to a state domestic relations law (including a community property law).

1.4. QDRO Defined. A qualified domestic relations order is a domestic relations order which creates or recognizes the existence of an alternate payee's right to (or assigns to an alternate payee the right to) receive all or a portion of the Account of a Participant under the Plan and which satisfies all of the following requirements.

1.4.1. Names and Addresses. The order must clearly specify the name and the last known mailing address, if any, of the Participant and the name and mailing address of each alternate payee covered by the order.

1.4.2. Amount. The order must clearly specify the amount or percentage of the Participant's Account to be paid by the Plan to each such alternate payee or the manner in which such amount or percentage is to be determined.

1.4.3. Payment Method. The order must clearly specify the number of payments or period to which the order applies.

1.4.4. Plan Identity. The order must clearly specify that it applies to this Plan.

1.4.5. Settlement Options. Except as provided in Section 1.4.8 of this Appendix, the order may not require the Plan to provide any type or form of benefits or any option not otherwise provided under the Plan.

1.4.6. Increased Benefits. The order may not require the Plan to provide increased benefits.

1.4.7. Prior Awards. The order may not require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

1.4.8. Exceptions. The order will not fail to meet the requirements of Section 1.4.5 of this Appendix if:

(a) The order requires payment of benefits be made to an alternate payee before the Participant has separated from service but as of a date that is on or after the date on which the Participant attains (or would have attained) the earliest payment date described in Section 1.4.10 of this Appendix; and

(b) The order requires that payment of benefits be made to an alternate payee as if the Participant had retired on the date on which payment is to begin under such order (but taking into account only the present value of benefits actually accrued); and

(c) The order requires payment of benefits to be made to an alternate payee in any form in which benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the alternate payee and his or her subsequent spouse).

In lieu of the foregoing, the order will not fail to meet the requirements of Section 1.4.5 of this Appendix if the order: (1) requires that payment of benefits be made to an alternate payee in a single lump sum as soon as is administratively feasible after the order is determined to be a qualified domestic relations order, and (2) does not contain any of the provisions described in Section 1.4.9 of this Appendix, and (3) provides that the payment of such single lump sum fully and permanently discharges all obligations of the Plan to the alternate payee.

1.4.9. Deemed Spouse. Notwithstanding the foregoing:

(a) The order may provide that the former spouse of a Participant shall be treated as a surviving spouse of such Participant for the purposes of Section 7 of the Plan Statement (and that any subsequent or prior spouse of the Participant shall not be treated as a spouse of the Participant for such purposes), and

(b) The order may provide that, if the former spouse has been married to the Participant for at least one (1) year at any time, the surviving former spouse shall be deemed to have been married to the Participant for the one (1) year period ending on the date of the Participant's death.

1.4.10. Payment Date Defined. For the purpose of Section 1.4.8 of this Appendix, the earliest payment date means the earlier of:

(a) The date on which the Participant is entitled to a distribution under the Plan; or

(b) The later of (i) the date the Participant attains age fifty (50) years, or (ii) the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant separated from service.

SECTION 2

PROCEDURES

2.1. Actions Pending Review. During any period when the issue of whether a domestic relations order is a qualified domestic relations order is being determined by the Committee, the Committee shall cause the Plan to separately account for the amounts which would be payable to the alternate payee during such period if the order were determined to be a qualified domestic relations order.

2.2. Reviewing DROs. Upon the receipt of a domestic relations order, the Committee shall determine whether such order is a qualified domestic relations order.

2.2.1. Receipt. A domestic relations order shall be considered to have been received only when the Committee shall have received a copy of a domestic relations order which is complete in all respects and is originally signed, certified or otherwise officially authenticated.

2.2.2. Notice to Parties. Upon receipt of a domestic relations order, the Committee shall notify the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant that such domestic relations order has been received. The Committee shall include with such notice a copy of this Appendix.

2.2.3. Comment Period. The Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant shall be afforded a comment period of thirty (30) days from the date such notice is mailed by the Committee in which to make comments or objections to the Committee concerning whether the domestic relations order is a qualified domestic relations order.

By the unanimous written consent of the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant, the thirty (30) day comment period may be shortened.

2.2.4. Initial Determination. Within a reasonable period of time after the termination of the comment period, the Committee shall give written notice to the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant of its decision that the domestic relations order is or is not a qualified domestic relations order. If the Committee determines that the order is not a qualified domestic relations order or if the Committee determines that the written objections of any party to the order being found a qualified domestic relations order are not valid, the Committee shall include in its written notice:

(i) the specific reasons for its decision;

(ii) the specific reference to the pertinent provisions of this Plan Statement upon which its decision is based;

(iii) a description of additional material or information, if any, which would cause the Committee to reach a different conclusion; and

(iv) an explanation of the procedures for reviewing the initial determination of the Committee.

2.2.5. Appeal Period. The Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant shall be afforded an appeal period of sixty (60) days from the date such an initial determination and explanation is mailed in which to make comments or objections concerning whether the original determination of the Committee is correct. By the unanimous written consent of the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant, the sixty (60) day appeal period may be shortened.

2.2.6. Final Determination. In all events, the final determination of the Committee shall be made not later than eighteen (18) months after the date on which first payment would be required to be made under the domestic relations order if it were a qualified domestic relations order. The final determination shall be communicated in writing to the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant.

2.3. Final Disposition. If the domestic relations order is finally determined to be a qualified domestic relations order and all comment and appeal periods have expired, the Plan shall pay all amounts required to be paid pursuant to the domestic relations order to the alternate payee entitled thereto. If the domestic relations order is finally determined not to be a qualified domestic relations order and all comment and appeal periods have expired, benefits under the Plan shall be paid to the person or persons who would have been entitled to such amounts if there had been no domestic relations order.

2.4. Orders Being Sought. If the Committee has notice that a domestic relations order is being or may be sought but has not received the order, the Committee shall not (in the absence of a written request from the Participant) delay payment of benefits to a Participant or Beneficiary which otherwise would be due. If the Committee has determined that a domestic relations order is not a qualified domestic relations order and all comment and appeal periods have expired, the Committee shall not (in the absence of a written request from the Participant) delay payment of benefits to a Participant or Beneficiary which otherwise would be due even if the Committee has notice that the party claiming to be an alternate payee or the Participant or both are attempting to rectify any deficiencies in the domestic relations order. Notwithstanding the above, after the commencement of a divorce action, the Committee shall comply with a restraining order, duly issued by the court handling the divorce, reasonably prohibiting the disposition of a Participant's benefits pending the submission to the Committee of a domestic relations order or prohibiting the disposition of a Participant's benefits pending resolution of a dispute with respect to a domestic relations order.

SECTION 3

PROCESSING OF AWARD

3.1. General Rules. If a benefit is awarded to an alternate payee pursuant to an order which has been finally determined to be a qualified domestic relations order, the following rules shall apply.

3.1.1. Source of Award. If a Participant shall have a Vested interest in more than one Account under the Plan, the benefit awarded to an alternate payee shall be withdrawn from the Participant's Accounts in proportion to his Vested interest in each of them.

3.1.2. Effect on Account. For all purposes of the Plan, the Participant's Account (and all benefits payable under the Plan which are derived in whole or in part by reference to the Participant's Account) shall be permanently diminished by the portion of the Participant's Account which is awarded to the alternate payee. The benefit awarded to an alternate payee shall be considered to have been a distribution from the Participant's Account for the limited purpose of applying any rules of the Plan Statement relating to distributions from an Account that is only partially Vested.

3.1.3. After Death. After the death of an alternate payee, all amounts awarded to the alternate payee which have not been distributed to the alternate payee and which continue to be payable shall be paid in a single lump sum distribution to the personal representative of the alternate payee's estate as soon as administratively feasible, unless the qualified domestic relations order clearly provides otherwise. The Participant's Beneficiary designation shall not be effective to dispose of any portion of the benefit awarded to an alternate payee, unless the qualified domestic relations order clearly provides otherwise.

3.1.4. In-Service Benefits. Any in-service distribution provisions of the Plan Statement shall not be applicable to the benefit awarded to an alternate payee.

3.2. Segregated Account. If the Committee determines that it would facilitate the administration or the distribution of the benefit awarded to the alternate payee or if the qualified domestic relations order so requires, the benefit awarded to the alternate payee shall be established on the books and records of the Plan as a separate account belonging to the alternate payee.

3.3. Former Alternate Payees. If an alternate payee has received all benefits to which the alternate payee is entitled under a qualified domestic relations order, the alternate payee will not at any time thereafter be deemed to be an alternate payee or prior alternate payee for any substantive or procedural purpose of this Plan.

FIRST AMENDMENT
OF
FLUOROWARE, INC.
EMPLOYEE STOCK OWNERSHIP PLAN TRUST AGREEMENT
(1995 Restatement)

THIS AGREEMENT, Made and entered into as of _____, 1995, by and between FLUOROWARE, INC., a Minnesota corporation, and DANIEL QUERNEMOEN, STAN GEYER and RICHARD G. REVORD, as trustees;

WITNESSETH: That

WHEREAS, FLUOROWARE, INC. has heretofore, by agreement dated February 8, 1985, established an employee stock ownership plan and trust in a single document entitled "FLUOROWARE, INC. EMPLOYEE STOCK OWNERSHIP PLAN TRUST AGREEMENT (1984 Statement)," effective as of September 1, 1985; and

WHEREAS, FLUOROWARE, INC. has reserved to itself the power to amend said Trust Agreement; and

WHEREAS, Said Trust Agreement was restated effective September 1, 1995 (which Trust Agreement is hereinafter referred to as the "Plan Statement"); and

WHEREAS, FLUOROWARE, INC. desires to amend the Plan Statement in the manner hereinafter set forth and the making of this Agreement has been duly authorized by its Board of Directors;

NOW, THEREFORE, In consideration of the premises and pursuant to said power of amendment, the Plan Statement is hereby amended in the following respects:

1. CORRECTION. Effective September 1, 1995, Section 7.9.1 of the Plan Statement is amended to read in full as follows:

7.9.1. Election. With respect to Qualifying Employer Securities acquired by the Plan after December 31, 1986, each "qualified Participant" (as defined below) in the Plan may elect within ninety (90) days after the close of each Plan Year in the "qualified election period" (as defined below) to direct the Plan to distribute to the Participant twenty-five percent (25%) of the Participant's Account in the Plan (to the extent such portion exceeds the amount to which a prior distribution election under this Section 7.9 applied). In the case of the election year in which the Participant can make his or her last election, the preceding sentence shall be applied by substituting fifty percent (50%) for twenty-five percent (25%).

2. SAVINGS CLAUSE. Save and except as hereinabove expressly amended, the Plan Statement shall continue in full force and effect.

IN WITNESS WHEREOF, Each of the Parties hereto has caused these presents to be executed, all as of the day and year first above written.

TRUSTEES:

FLUOROWARE, INC.

- ----------
Daniel Quernemoen

By

Its

- ----------
Stan Geyer

By

Its

- ----------
Richard G. Revord

By

Its

SECOND AMENDMENT
OF
FLUOROWARE, INC.
EMPLOYEE STOCK OWNERSHIP PLAN TRUST AGREEMENT
(1995 Restatement)

THIS AGREEMENT, Made and entered into as of _____, _____, by and between FLUOROWARE, INC., a Minnesota corporation, Entegris, Inc., a Minnesota corporation, and _____, _____ and _____, as trustees;

WITNESSETH: That

WHEREAS, FLUOROWARE, INC. has heretofore established and maintains a stock bonus plan which, in most recent amended and restated form, is embodied in a document entitled "FLUOROWARE, INC. EMPLOYEE STOCK OWNERSHIP PLAN TRUST AGREEMENT (1995 Statement)" as amended by one amendment (collectively the "Plan Statement");

WHEREAS, pursuant to Section 9.2 of the Plan Statement, FLUOROWARE, INC. ceased making contributions to the Plan effective April 25, 1997, and all active Participants as of that date were fully (100%) vested in their Accounts;

WHEREAS, FLUOROWARE, INC. froze participation in the Plan effective June 1, 1997; and

WHEREAS, FLUOROWARE, INC. has reserved to itself the power to amend the Plan Statement;

NOW, THEREFORE, The Plan Statement is hereby amended in the following respects:

1. DISABILITY. Effective for Disability determinations made for Plan Years beginning on or after September 1, 1999, Section 1.1.7 of the Plan Statement shall be amended to read in full as follows:

1.1.7. Disability -- a medically determinable physical or mental impairment which: (i) renders the individual incapable of performing any substantial gainful employment, (ii) can be expected to be of long-continued and indefinite duration or result in death, and (iii) is evidenced by a certification to this effect by a doctor of medicine approved by the Administrative Committee. In lieu of such a certification, the Administrative Committee may accept, as proof of Disability, the official written determination that the individual will be eligible for disability benefits under the federal Social Security Act as now enacted or hereinafter amended (when any waiting period expires). Notwithstanding the foregoing,

no Participant will be considered to have a Disability unless such doctor's determination or official Social Security determination is received by the Administrative Committee within twelve (12) months after the Participant's last day of active work with the Employer or an Affiliate. The Administrative Committee shall determine the date on which the Disability shall have occurred if such determination is necessary.

2. HIGHLY COMPENSATED EMPLOYEE. Effective for determining who is a Highly Compensated Employee for Plan Years beginning on or after September 1, 1997, the Plan Statement shall be amended by the addition of the following new Section 1.1.16 and all subsequent sections (and cross references thereto) shall be renumbered:

1.1.16. Highly Compensated Employee -- any employee who (a) is a five percent (5%) owner (as defined in Appendix B) at any time during the current Plan Year or the preceding Plan Year; or (b) receives compensation from the Employer and all Affiliates during the preceding Plan Year in excess of Eighty Thousand Dollars ($80,000) (as adjusted under the Code for cost-of-living increases). For this purpose, "compensation" means compensation within the meaning of section 415(c)(3) of the Code; provided, however, that compensation for the Plan Year ending August 31, 1998 shall include amounts contributed by the Employer and all Affiliates pursuant to a salary reduction agreement which are excludable from the employee's gross income under sections 125, 402(e)(3), 402(h)(1)(B) or 403(b) of the Code (for later years, such amounts are included in compensation as defined in section 415(c)(3) of the Code). Compensation for any employee who performed services for only part of a year is not annualized for this purpose.

3. HIGHLY COMPENSATED EMPLOYEES. Effective for determining who is a Highly Compensated Employee for Plan Years beginning on or after September 1, 1997, the phrase "highly compensated employee (as defined in section 414 of the Code)" shall be replaced with "Highly Compensated Employee" each time it appears in the Plan Statement.

4. MILITARY LEAVES. Effective for each Participant who is credited with one or more Hours of Service on account of the performance of duties, for the Employer on or after December 12, 1994, Section 1.1.17(d)(i) (formerly Section 1.1.16(d)(i)) shall be deleted and all subsequent sections shall be renumbered.

5. LEASED EMPLOYEES CLARIFICATION. Effective for each Participant who is credited with one or more Hours of Service on account of the performance of duties for the Employer on or after September 1, 1997, Section 1.1.17(e) (formerly Section 1.1.16(e)) of the Plan Statement shall be amended to read in full as follows:

(e) Special Rules. For periods prior to September 1, 1984, Hours of Service may be determined using whatever records are reasonably accessible and by making whatever calculations are necessary to determine the approximate number of Hours of Service completed during such prior period. To the extent not

inconsistent with other provisions hereof, Department of Labor regulations 29 C.F.R.ss. 2530.200b-2(b) and (c) are hereby incorporated by reference herein. To the extent required under section 414 of the Code, services of leased owners, leased managers, shared employees, shared leased employees and other similar classifications (excluding Leased Employees) for the Employer or an Affiliate shall be taken into account as if such services were performed as a common law employee of the Employer for the purposes of determining Eligibility Service, Vesting Service and One-Year Breaks in Service as applied to Vesting Service and Eligibility Service. For purposes of the Plan, application of the leased employee rules under section 414(n) of the Code shall be subject to the following: (i) "contingent services" shall mean services performed by a person for the Employer or an Affiliate during the period the person has not performed the services on a substantially full time basis for a period of at least twelve (12) consecutive months, (ii) except as provided in (iii), contingent services shall not be taken into account for purposes of determining Eligibility Service, Vesting Service and One Year Breaks in Service as applied to Vesting Service and Eligibility Service, (iii) contingent services performed by a person who has become a Leased Employee shall be taken into account for purposes of determining Eligibility Service, Vesting Service, and One-Year Breaks in Service as applied to Vesting Service and Eligibility Service, and (iv) all service performed as a Leased Employee (i.e., all service following the date an individual has satisfied all three requirements for becoming a Leased Employee) shall be taken into account for purposes of determining Eligibility Service, Vesting Service and One-Year Breaks in Service as applied to Vesting Service and Eligibility Service.

6. LEASED EMPLOYEE. Effective for Plan Years beginning on or after September 1, 1997, the Plan Statement shall be amended by the addition of the following new Section 1.1.19 and all subsequent sections (and all cross references thereto) shall be renumbered:

1.1.19. Leased Employee -- any individual (other than an employee of the Employer or an Affiliate) who performs services for the Employer or an Affiliate if (i) services are performed under an agreement between the Employer or an Affiliate and an individual or company, (ii) the individual performs services for the Employer or an Affiliate on a substantially full time basis for a period of at least twelve (12) consecutive months, and (iii) the individual's services are performed under the primary direction or control of the Employer or an Affiliate. In determining whether an individual is a Leased Employee of the Employer or an Affiliate, all prior service with the Employer or an Affiliate (including employment as a common law employee) shall be used for purposes of satisfying (ii) above. No individual shall be considered a Leased Employee unless and until all conditions have been satisfied.

7. PLAN NAME. Effective September 1, 1999, Sections 1.1.24 and 1.1.25 (formerly Sections 1.1.22 and 1.1.23) shall be amended to read in full as follows:

1.1.24. Plan -- the tax-qualified stock bonus plan of the Employer established for the benefit of employees eligible to participate therein, as first set forth in this Plan Statement. (As used herein, "Plan" refers to the legal entity established by the Employer and not to the document pursuant to which the Plan is maintained. That document is referred to herein as the "Plan Statement.") The Plan shall be referred to as the "ENTEGRIS, INC. EMPLOYEE STOCK OWNERSHIP PLAN."

1.1.25. Plan Statement -- this document entitled "ENTEGRIS, INC. EMPLOYEE STOCK OWNERSHIP PLAN TRUST AGREEMENT (1995 Restatement)" as adopted by the Principal Sponsor effective as of September 1, 1995, as the same may be amended from time to time.

8. PRINCIPAL SPONSOR. Effective September 1, 1999, Section 1.1.27 (formerly Section 1.1.25) of the Plan Statement shall be amended to read in full as follows:

1.1.27. Principal Sponsor-- Entegris, Inc., a Minnesota corporation.

9. EMPLOYER STOCK. Effective September 1, 1999, the introductory paragraph to Section 1.1.29 (formerly Section 1.1.27) of the Plan Statement shall be amended to read in full as follows:

1.1.29. Qualifying Employer Securities -- common stock of Entegris, Inc. or of any other corporation which is an affiliate and a member of a controlled group of corporations including Entegris, Inc. within the meaning of section 407(d)(7) of ERISA. If at any time there is more than one class of such common stock, Qualifying Employer Securities shall mean only that class of common stock having a combination of voting power and dividend rights equal to or in excess of:

10. FAMILY AGGREGATION. Effective for compensation paid to employees for Plan Years beginning on or after September 1, 1997, Section 1.1.30(h) (formerly Section 1.1.28(h)) of the Plan Statement shall be amended to read in full as follows:

(h) Annual Maximum. A Participant's Recognized Compensation for a Plan Year shall not exceed the annual compensation limit under section 401(a)(17) of the Code, which is One Hundred Sixty Thousand Dollars ($160,000) (as adjusted under the Code for cost-of-living increases).

11. EMPLOYMENT CLASSIFICATION CLARIFICATION. Effective for determining which persons are employed in Recognized Employment during Plan Years beginning on or after September 1, 1997, Section 1.1.31 (formerly Section 1.1.29) of the Plan Statement shall be amended to read in full as follows:

1.1.31. Recognized Employment -- all service with the Employer by persons classified by the Employer as common law employees, excluding, however, employment classified by the Employer as:

(a) employment in a unit of employees whose terms and conditions of employment are subject to a collective bargaining agreement between the Employer and a union representing that unit of employees, unless (and to the extent) such collective bargaining agreement provides for the inclusion of those employees in the Plan,

(b) employment of a nonresident alien who is not receiving any earned income from the Employer which constitutes income from sources within the United States,

(c) employment in a division or facility of the Employer which is not in existence on September 1, 1984 (that is, was acquired, established, founded or produced by the liquidation or similar discontinuation of a separate subsidiary after September 1, 1984) unless and until the Administrative Committee shall declare such employment to be Recognized Employment,

(d) employment of a United States citizen or a United States resident alien outside the United States unless and until the Administrative Committee shall declare such employment to be Recognized Employment,

(e) services of a person who is not a common law employee of the Employer including, without limiting the generality of the foregoing, services of a Leased Employee, leased owner, leased manager, shared employee, shared Leased Employee, temporary worker, independent contractor, contract worker, agency worker, freelance worker or other similar classification,

(f) employment of a Highly Compensated Employee to the extent agreed to in writing by the employee, and

(g) employment as a temporary employee.

The Employer's classification of a person at the time of inclusion or exclusion in Recognized Employment shall be conclusive for the purpose of the foregoing rules. No reclassification of a person's status with the Employer, for any reason, without regard to whether it is initiated by a court, governmental agency or otherwise and without regard to whether or not the Employer agrees to such reclassification, shall result in the person being included in Recognized Employment, either retroactively or prospectively. Notwithstanding anything to the contrary in this provision, however, the Administrative Committee may declare that a reclassified person will be included in Recognized Employment, either retroactively or

prospectively. Any uncertainty concerning a person's classification shall be resolved by excluding the person from Recognized Employment.

12. USERRA COMPLIANCE. Effective December 12, 1994, Section 1 of the Plan Statement shall be amended by the addition of the following new Section 1.2 and all subsequent sections shall be renumbered.

1.2. Compliance With Uniformed Services Employment and Reemployment Rights Act of 1994. Effective for veterans rehired on or after December 12, 1994, and notwithstanding any provision of the Plan Statement to the contrary, contributions, benefits or service credits, if any, will be provided in accordance with section 414(u) of the Code.

13. EXEMPT LOANS. Effective September 1, 1999, the Trustee shall no longer be authorized to enter into an Exempt Loan and the Plan shall no longer be leverageable and Section 3.1.5 shall be deleted in its entirety with all subsequent sections (and cross references thereto) renumbered.

14. INVESTMENT OF FUND. Effective September 1, 1999, Section 4.3.1 of the Plan Statement shall be amended to read in full as follows:

4.3.1. General Rule. This Plan is a stock bonus plan. To the extent that Qualifying Employer Securities are available and subject to Section 4.4, the Trustee may generally invest the Fund in Qualifying Employer Securities; provided, however, that the Plan need not be primarily invested in Qualifying Employer Securities.

15. EVENTS OF MATURITY. Effective for all Events of Maturity occurring on or after January 1, 2000, Section 6.1 of the Plan Statement shall be amended to read in full as follows:

6.1. Events of Maturity. A Participant's Account shall mature and the Vested portion shall become distributable in accordance with Section 7 upon the earliest occurrence of any of the following events while in the employment of the Employer or an Affiliate:

(a) the Participant's death;

(b) the Participant's termination of employment, whether voluntary or involuntary;

(c) the attainment of age seventy and one-half (70-1/2) years by a Participant who is a five percent (5%) owner (as defined in Appendix B) at any time during the year in which the Participant attained age seventy and one-half (70-1/2) years and the crediting of any amounts to such a Participant's Account after such time; or

(d) the Participant's Disability;

provided, however, that a transfer from Recognized Employment to employment with the Employer that is other than Recognized Employment or a transfer from the employment of one Employer participating in the Plan to another such Employer or to any Affiliate shall not constitute an Event of Maturity.

16. EXCEPTION FOR SMALL AMOUNTS. Effective for Plan Years beginning on or after September 1, 1997, Section 7.1.2 of the Plan Statement shall be amended to read in full as follows:

7.1.2. Exception for Small Amounts. A Vested Account which does not exceed Five Thousand Dollars ($5,000) as of the second Annual Valuation Date coincident with or next following the occurrence of an Event of Maturity effective as to a Participant, shall be distributed automatically in a single lump sum as of that date without an application for distribution. If, however, the distribution is made on account of the Participant's death or Disability while in the employment of the Employer or the Participant's separation from service on or after attaining Normal Retirement Age, a Vested Account which does not exceed Five Thousand Dollars ($5,000) on the first Annual Valuation Date next following the occurrence of the Participant's Event of Maturity shall be distributed automatically in a single lump sum as of that date without an application for distribution. A Participant who has no Vested interest in the Participant's Account as of the Participant's Event of Maturity shall be deemed to have received an immediate distribution of the Participant's entire interest in the Plan as of such Event of Maturity.

17. REQUIRED NOTICES. Effective for providing required notices for distributions payable on or after September 1, 1999, Section 7.1.4 of the Plan Statement shall be amended to read in full as follows:

7.1.4. Notices. The Administrative Committee will issue such notices as may be required under sections 402(f), 411(a)(11) and other sections of the Code in connection with distributions from the Plan, and no distribution will be made unless it is consistent with such notice requirements. Generally, distributions may not commence as of a Valuation Date that is more than ninety (90) days or less than thirty (30) days after such notices are given to the Participant. Distribution may commence less than thirty (30) days after the notice required under section 1.411(a)-11(c) of the Income Tax Regulations or the notice required under section 1.402(f)-1 of the Income Tax Regulations is given, provided however, that:

(a) the Administrative Committee clearly informs the Distributee that the Distributee has a right to a period of at least thirty (30) days after receiving such notices to consider whether or not to elect distribution and, if applicable, to elect a particular distribution option;

(b) the Distributee, after receiving the notice, affirmatively elects a distribution; and

(c) the Distributee may revoke an affirmative distribution election by notifying the Administrative Committee of such revocation prior to the date as of which such distribution is to be made.

18. ELIGIBLE ROLLOVER DISTRIBUTION. Effective for all distributions payable on or after January 1, 2000, Section 7.1.5(a) of the Plan Statement shall be amended to read in full as follows:

(a) Eligible rollover distribution means any distribution of all or any portion of an Account to a Distributee who is eligible to elect a direct rollover except (i) any distribution that is one of a series of substantially equal installments payable not less frequently than annually over the life expectancy of such Distributee and such Distributee's designated Beneficiary, and (ii) any distribution that is one of a series of substantially equal installments payable not less frequently than annually over a specified period of ten (10) years or more, and (iii) any distribution to the extent of such distribution is required under section 401(a)(9) of the Code, and (iv) any hardship distribution described under 401(k)(2)(B)(i)(IV) of the Code that is made after December 31, 1999, and (v) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

19. TIME OF DISTRIBUTION. Effective for distributions occurring on or after Plan Years beginning on or after September 1, 1999, the last paragraph in Section 7.2.1 shall be amended to read in full as follows:

Distribution shall not be made, however, as of an Annual Valuation Date which is earlier than the date the Administrative Committee receives any required application for distribution and any required notice period has expired.

20. TIME OF DISTRIBUTION. Effective for distributions occurring on or after Plan Years beginning on or after January 1, 2000, Section 7.2.2 of the Plan Statement shall be amended to read in full as follows:

7.2.2. Required Beginning Date. Distribution shall be made as of the Annual Valuation Date occurring in the calendar year immediately preceding the calendar year in which the required beginning date effective as to the Distributee occurs. In all events, distribution shall be made not later than the required beginning date applicable to the Distributee.

(a) Participant. If the Distributee is a Participant who is not a five percent (5%) owner (as defined in Appendix B), then the Participant's required beginning date is the later of (i) the April 1 following the calendar year in which the Participant

attains age seventy and one-half (70-1/2) years, or (ii) the April 1 following the calendar year in which the Participant terminates employment.

(b) Special Rule for Participant who is a Five Percent (5%) Owner. If the Distributee is a Participant who is a five percent (5%) owner (as defined in Appendix B) at any time during the Plan Year ending with or within the calendar year in which such Participant attains age seventy and one-half (70-1/2) years, then the Participant's required beginning date is the April 1 following the calendar year in which the Participant attains age seventy and one-half (70-1/2) years.

(c) Beneficiary. If the Distributee is the Beneficiary of a Participant, then the Beneficiary's required beginning date is the December 31 of the calendar year in which occurs the fifth (5th) anniversary of the Participant's death.

21. DISCLAIMERS BY AND DEFINITIONS OF BENEFICIARIES. Effective with respect to Participants who die on or after September 1, 1999, Sections 7.5.4 and 7.5.5 of the Plan Statement shall be amended to read in full as follows:

7.5.4. Disclaimers by Beneficiaries. A Beneficiary entitled to a distribution of all or a portion of a deceased Participant's Vested Account may disclaim his or her interest therein subject to the following requirements. To be eligible to disclaim, a Beneficiary must not have received a distribution of all or any portion of a Vested Account at the time such disclaimer is executed and delivered, and, if a natural person, must have attained legal age as of the date of the disclaimer. Any disclaimer must be in writing and must be executed by the Beneficiary before a notary public. A disclaimer shall state that the Beneficiary's entire interest in the undistributed Vested Account is disclaimed or shall specify what portion thereof is disclaimed. To be effective, duplicate original executed copies of the disclaimer must be both executed and actually delivered to both the Administrative Committee and to the Trustee after the date of the Participant's death but not later than nine (9) months after the date of the Participant's death. A disclaimer shall be irrevocable when delivered to both the Administrative Committee and the Trustee. A disclaimer shall be considered to be delivered to the Administrative Committee or the Trustee only when actually received by the Administrative Committee or the Trustee (and in the case of a corporate Trustee, shall be considered to be delivered only when actually received by a trust officer familiar with the affairs of the Plan). The Administrative Committee (and not the Trustee) shall be the sole judge of the content, interpretation and validity of a purported disclaimer. Upon the filing of a disclaimer that complies with the foregoing requirements, the Beneficiary shall be considered not to have survived the Participant as to the interest disclaimed. A disclaimer by a Beneficiary shall not be considered to be a transfer of an interest in violation of the provisions of Section 8 and shall not be considered to be an assignment or alienation of benefits in violation of federal law prohibiting the assignment or alienation of benefits under this Plan. No other form of attempted disclaimer shall be recognized by either the Administrative Committee or the Trustee. The foregoing requirements are solely for the purpose of disclaiming benefits under the Plan, and compliance with these requirements does not assure that the disclaimer will be valid for tax purposes or any

other purposes. It is the exclusive responsibility of the disclaimant to assure compliance with any and all necessary requirements to assure proper tax treatment of the disclaimer if that is one of its intended purposes.

7.5.5. Definitions. When used herein and, unless the Participant has otherwise specified in the Participant's Beneficiary designation, when used in a Beneficiary designation, "issue" means all persons who are lineal descendants of the person whose issue are referred to, subject to the following:

(a) a legally adopted child and the adopted child's lineal descendants always shall be lineal descendants of each adoptive parent (and of each adoptive parent's lineal ancestors);

(b) a legally adopted child and the adopted child's lineal descendants never shall be lineal descendants of any former parent whose parental rights were terminated by the adoption (or of that former parent's lineal ancestors); except that if, after a child's parent has died, the child is legally adopted by a stepparent who is the spouse of the child's surviving parent, the child and the child's lineal descendants shall remain lineal descendants of the deceased parent (and the deceased parent's lineal ancestors);

(c) if the person (or a lineal descendant of the person) whose issue are referred to is the parent of a child (or is treated as such under applicable law) but never received the child into that parent's home and never openly held out the child as that parent's child (unless doing so was precluded solely by death), then neither the child nor the child's lineal descendants shall be issue of the person.

"Child" means an issue of the first generation; "per stirpes" means in equal shares among living children of the person whose issue are referred to and the issue (taken collectively) of each deceased child of such person, with such issue taking by right of representation of such deceased child; and "survive" and "surviving" mean living after the death of the Participant.

22. FACILITY OF PAYMENT. Effective for distributions occurring on or after September 1, 1999, Section 7.7 of the Plan Statement shall be amended to read in full as follows:

7.7. Facility of Payment. In case of the legal disability, including minority, of a Participant, Beneficiary or alternate payee entitled to receive any distribution under the Plan, payment shall be made, if the Administrative Committee shall be advised of the existence of such condition:

(a) to the duly appointed guardian or conservator of such Participant, Beneficiary or alternate payee, or

(b) to the duly appointed attorney-in-fact or other legal representative of such Participant, Beneficiary or alternate payee, but only if the appointment has been made in a manner approved by the Trustee, or

(c) to a person or institution entrusted with the care or maintenance of the incompetent or disabled Participant, Beneficiary or alternate payee, provided, however, such person or institution has satisfied the Administrative Committee that the payment will be used for the best interest and assist in the care of such Participant, Beneficiary or alternate payee, and provided further, that no prior claim for said payment has been made by a duly appointed guardian, conservator, attorney-in-fact or other legal representative of such Participant, Beneficiary or alternate payee as provided above.

Any payment made in accordance with the foregoing provisions of this Section shall constitute a complete discharge of any liability or obligation of the Employer, the Administrative Committee, the Trustee and the Fund therefor.

23. AMENDMENT. Effective September 1, 1999, Section 9.1 of the Plan Statement shall be amended by the addition of the following two sentences at the end of the section:

No oral or written statement shall be effective to amend the Plan Statement unless it is duly authorized by the Board of Directors or the Administrative Committee. The power to amend the Plan Statement may not be delegated.

24. DISCONTINUANCE OF CONTRIBUTIONS AND TERMINATION OF PLAN. Effective Plan Years beginning September 1, 1999, Section 9.2 of the Plan Statement shall be amended to read in full as follows:

9.2. Discontinuance of Contributions and Termination of Plan. The Principal Sponsor reserves the right to reduce, suspend or discontinue its contributions to the Plan and to terminate the Plan herein embodied in its entirety. Notwithstanding anything in this Plan Statement to the contrary, if the Principal Sponsor applies to the Internal Revenue Service for a ruling that the termination of the Plan does not adversely affect its qualified status, then all distributions (other than required distributions under Section 7.1.3) shall be suspended upon termination of the Plan pending the receipt of a favorable determination.

25. PASS-THROUGH OF VOTING. Effective for Plan Years beginning on or after September 1, 1999, Section 10.7 of the Plan Statement shall be amended to read in full as follows:

10.7. Pass-Through of Voting for Employer Securities. Notwithstanding any other provision of this Plan Statement, each Participant and Beneficiary shall be entitled to direct the Trustee as to the manner

in which all Employer securities which are entitled to vote and are held in such Participant's or Beneficiary's Account are to be voted as set forth in this Section 10.7.

10.7.1. Registration-Type Class of Securities. If the Employer has a registration-type class of securities, each Participant and Beneficiary shall be entitled to direct the Trustee as to the manner in which the Employer securities which are entitled to vote and are held in such Participant's or Beneficiary's Account are to be voted.

10.7.2. Requirement for Other Employers. If the Employer does not have a registration-type class of securities, each Participant shall be entitled to direct the Trustee as to the manner in which the Employer securities which are entitled to vote and are held in such Participant's or Beneficiary's Account are to be voted for any corporate matter which involves the approval or disapproval of any corporate merger or consolidation, recapitalization, reclassification, liquidation, dissolution, sale of substantially all assets of a trade or business, or such similar transaction as the Secretary may prescribe in regulations. On all other matters, the Trustee shall vote such Employer securities as directed by the Administrative Committee. The Trustee shall have no discretion in such matter.

10.7.3. Procedures. Unless changed by the Administrative Committee, the procedures for the pass-through of voting rights on Employer securities are as follows: The Trustee (as transfer agent for the Employer) shall forward to each Participant and Beneficiary no later than five business days after the date the Trustee receives proxy and other proxy soliciting material and/or annual reports to security holders, (1) a copy of the proxy soliciting material and/or the annual report to security holders, and (2) a proxy card to vote the shares held in the Participant's or Beneficiary's Account. Participants and Beneficiaries shall return the proxy cards directly to the Trustee no later than ten (10) days prior to the date upon which the issue is to be voted. The Trustee shall not honor or recognize any proxy which is not timely received by the Trustee. Shares for which Participants and Beneficiaries do not timely return proxy cards shall not be voted; provided, however, that the Trustee shall give notice, to each Participant and Beneficiary receiving a proxy, stating that shares for which no instructions are received shall not be voted. The Trustee shall vote all shares for which they have received timely instructions, as instructed. The combined fractional shares of Participants and Beneficiaries shall be voted to the extent possible to reflect the instructions of the Participant or Beneficiary to whose Account the fractional shares are allocated.

26. EXHAUSTION OF ADMINISTRATIVE REMEDIES. Effective for all claims filed on or after September 1, 1999, Section 11.4 of the Plan Statement shall be amended by adding thereto the following new Sections 11.4.4, 11.4.5, 11.4.6 and 11.4.7:

11.4.4. Deadline to File Claim. To be considered timely under the Plan's claim and review procedure, a claim must be filed with the Administrative Committee within one (1) year after the claimant knew or reasonably should have known of the principal facts upon which the claim is based.

11.4.5. Exhaustion of Administrative Remedies. The exhaustion of the claim and review procedure is mandatory for resolving every claim and dispute arising under this Plan. As to such claims and disputes:

(a) no claimant shall be permitted to commence any legal action to recover Plan benefits or to enforce or clarify rights under the Plan under section 502 or section 510 of ERISA or under any other provision of law, whether or not statutory, until the claim and review procedure set forth herein have been exhausted in their entirety; and

(b) in any such legal action all explicit and all implicit determinations by the Administrative Committee (including, but not limited to, determinations as to whether the claim, or a request for a review of a denied claim, was timely filed) shall be afforded the maximum deference permitted by law.

11.4.6. Deadline to File Legal Action. No legal action to recover Plan benefits or to enforce or clarify rights under the Plan under section 502 or section 510 of ERISA or under any other provision of law, whether or not statutory, may be brought by any claimant on any matter pertaining to this Plan unless the legal action is commenced in the proper forum before the earlier of:

(a) thirty (30) months after the claimant knew or reasonably should have known of the principal facts on which the claim is based, or

(b) six (6) months after the claimant has exhausted the claim and review procedure.

11.4.7. Knowledge of Fact by Participant Imputed to Beneficiary. Knowledge of all facts that a Participant knew or reasonably should have known shall be imputed to every claimant who is or claims to be a Beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant for the purpose of applying the previously specified periods.

27. NAMED FIDUCIARIES. Effective for Plan Years beginning on or after September 1, 1999, Section 12.7 of the Plan Statement shall be amended to read in full as follows:

12.7. Named Fiduciaries. The Principal Sponsor, the Administrative Committee, the Trustee and each Participant or Beneficiary exercising pass through voting rights under Sections 10.7 and 10.13 shall be named fiduciaries for the purpose of section 402(a) of ERISA.

28. SERVICE OF PROCESS. Effective September 1, 1999, Section 12.8 of the Plan Statement shall be amended to read in full as follows:

12.8. Service of Process. In the absence of any designation to the contrary by the Principal Sponsor, the general counsel of the Principal Sponsor is designated as the appropriate and exclusive agent for the receipt of service of process directed to the Plan in any legal proceeding, including arbitration, involving the Plan.

29. SECTION 415 APPENDIX. Effective for Plan Years beginning on or after September 1, 1995, Appendix A to the Plan Statement shall be amended by substituting therefore the Appendix A attached to this amendment.

30. QUALIFIED DOMESTIC RELATIONS ORDER APPENDIX. Effective for Plan Years beginning on or after September 1, 1999, Appendix C to the Plan Statement shall be amended by substituting therefore the Appendix C attached to this amendment.

31. HIGHLY COMPENSATED EMPLOYEE APPENDIX. Effective for Plan Years beginning on or after September 1, 1997, Appendix D to the Statement (and all references to Appendix D in the Plan Statement) shall be deleted.

32. SAVINGS CLAUSE. Save and except as hereinabove expressly amended, the Plan Statement shall continue in full force and effect.

IN WITNESS WHEREOF, Each of the parties hereto has caused these presents to be executed, all as of the day and year first above written.

TRUSTEES

- ----------

- ----------

- ----------

FLUOROWARE, INC.

By ----------

Its ----------

And ----------

Its ----------

ENTEGRIS, INC.

By ----------

Its ----------

And ----------

Its ----------

THIRD AMENDMENT
OF
ENTEGRIS, INC.
EMPLOYEE STOCK OWNERSHIP PLAN TRUST AGREEMENT
(1995 Restatement)

THIS AGREEMENT, Made and entered into as of _____, 2000, by and between ENTEGRIS, INC., a Minnesota corporation, and HSBC Bank U.S.A. as trustee;

WITNESSETH: That

WHEREAS, ENTEGRIS, INC. maintains a stock bonus plan which, in most recent amended and restated form, is embodied in a document entitled "ENTEGRIS, INC. EMPLOYEE STOCK OWNERSHIP PLAN TRUST AGREEMENT (1995 Statement)" as amended by two amendments (collectively the "Plan Statement"); and

WHEREAS, ENTEGRIS, INC. has reserved to itself the power to amend the Plan Statement;

NOW, THEREFORE, The Plan Statement is hereby amended in the following respects:

1. IN-SERVICE DISTRIBUTIONS. Effective May 15, 2000, Section 7 of the Plan Statement shall be amended by the addition of the following new Section 7.10 to read in full as follows:

7.10. In-Service Distributions.

7.10.1. Distribution upon Offering. Each Participant in the Plan may elect to direct the Plan to sell Qualified Employer Securities from the Participant's Account as part of an initial public or secondary offering of stock of the Principal Sponsor and to distribute the cash proceeds from such sale to the Participant in the form of a lump-sum payment. The Committee shall prescribe additional rules regarding the manner of election and the timing and form of distribution.

7.10.2. Annual In-Service Distribution. Each Participant in the Plan may elect to direct the Plan to distribute to the Participant up to ten percent (10%) of the value of the Qualified Employer Securities in the Participant's Account in the form of a lump-sum cash payment. The earliest date upon which an election under this Section 7.10.2 may be made effective is May 15, 2001. The Committee shall prescribe additional rules regarding the manner of election and the timing and form of distribution.

7.10.3. Option to Transfer Amounts to 401(k) Plan. A Participant who elects to distribute amounts under Section 7.10.1 or Section 7.10.2 may elect, in lieu of a distribution to such Participant, to transfer such amounts to the Entegris, Inc. 401(k) Savings and Profit Sharing Plan.

7.10.4. Spousal Consent Not Required. Spousal consent shall not be required to make an in-service distribution to a married Participant.

2. PASS-THROUGH OF VOTING. Effective for Plan Years beginning on or after September 1, 1999, Section 10 of the Plan Statement shall be amended by the addition of the following new Section 10.14:

10.14. Pass-Through of Tender Offer for Employer Securities.

10.14.1. Pass-Through. Notwithstanding any other provision of this Plan Statement, each Participant and Beneficiary shall have the right to tender Employer securities held in such Participant's or Beneficiary's Account as set forth in this Section 10.14.

10.14.2. Procedures. Upon receipt of a tender offer filed with the Securities and Exchange Commission, the Trustee shall forward to each Participant and Beneficiary as of the Valuation Date immediately prior to such receipt, no later than five business days after such receipt, a copy of the offer accompanied by the procedures by which a Participant or Beneficiary may elect to tender the number of shares held for such Participant or Beneficiary as of the Valuation Date immediately prior to such receipt, which may contemplate that any such election may be made at a later time. Not later than ten business days prior to the expiration of the offer (the "Expiration Date"), the Trustee shall furnish to each Participant and Beneficiary a form providing binding instructions to the Trustee to tender such number of shares and an envelope addressed to the Trustee to return such instructions. All such instructions shall be received by the Trustee no later than five business days prior to the Expiration Date (unless a shorter time period is acceptable to the Trustee). Any Participant or Beneficiary may revoke such instructions by writing addressed to the Trustee received no later than one business day prior to the Expiration Date. On the Expiration Date the Trustee shall tender that number of shares for which it has timely received instructions that have not been revoked. Shares for which Participants and Beneficiaries do not timely return proxy instructions shall not be tendered; provided, however, that the Trustee shall give notice, to each Participant and Beneficiary receiving instructions, stating that shares for which no instructions are received shall not be tendered.

10.14.3. Confidentiality. Participants and Beneficiaries shall have the right to determine confidentially whether Employer securities will be tendered in a tender or exchange offer.

10.14.4. Proration. If less than all shares tendered by the Trustee are accepted, the shares sold for each Participant or Beneficiary shall be in the same ratio to the number of shares in the Account as the total number of shares accepted bears to the total number of shares tendered.

10.14.5. Future Investments. Notwithstanding any provision in this Plan Statement to the contrary, the proceeds from the sale of Employer securities pursuant to this Section 10.14 shall be transferred to the Account of a Participant or Beneficiary and shall be invested in accordance with uniform rules of the Administrative Committee and shall not be invested in Employer securities. All future contributions of the Employer to the Participant's Account shall be credited to the Participant's Account and shall be invested in accordance with uniform rules of the Committee and shall not be invested in Employer securities.

3. SAVINGS CLAUSE. Save and except as hereinabove expressly amended, the Plan Statement shall continue in full force and effect.

IN WITNESS WHEREOF, Each of the parties hereto has caused these presents to be executed, all as of the day and year first above written.

HSBC BANK U.S.A.

By

Its

ENTEGRIS, INC.

By

Its

And

Its

EXHIBIT 10.5

FLUOROWARE, INC.
PENSION PLAN TRUST AGREEMENT
(1995 Restatement)

First Effective January 1, 1973
As Amended and Restated Effective September 1, 1985
As Amended and Restated Effective September 1, 1995

FLUOROWARE, INC.
PENSION PLAN TRUST AGREEMENT
(1995 Restatement)

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FLUOROWARE, INC.
PENSION PLAN TRUST AGREEMENT
(1995 Restatement)

THIS AGREEMENT, Made and entered into as of _____, 1995, by and between FLUOROWARE, INC., a Minnesota corporation (the "Principal Sponsor"), and DANIEL QUERNEMOEN, STAN GEYER and RICHARD G. REVORD, as trustees (collectively, together with their successors, the "Trustee");

WITNESSETH: That

WHEREAS, The Principal Sponsor has heretofore established and maintained a money purchase pension plan (the "Plan") which, in most recent amended and restated form, is embodied in a document dated January 15, 1986 and entitled "Fluoroware, Inc. Pension Plan Trust Agreement (1985 Restatement)" (as amended by documents dated August 1, 1989 and October 3, 1989); and

WHEREAS, The Principal Sponsor has reserved to itself the power to make further amendments of the Plan documents; and

WHEREAS, It is desired to amend and restate the Plan documents to be a money purchase pension plan in a single document in the manner hereinafter set forth;

NOW, THEREFORE, The Plan documents are hereby amended and restated, effective as of September 1, 1995, to read in full as follows:

SECTION 1

INTRODUCTION

1.1. Definitions. When the following terms are used herein with initial capital letters, they shall have the following meanings:

1.1.1. Accounts -- the following Accounts will be maintained under the Plan for Participants:

(a) Total Account -- for convenience of reference, a Participant's entire interest in the Fund, including the Participant's Regular Account, Rollover Account and Transfer Account (but excluding the Participant's interest in a Suspense Account).

(b) Regular Account -- the Account maintained for each Participant to which is credited the Participant's allocable share of the Employer contributions made pursuant to Section 3.2 (or comparable provisions of the Prior Plan Statement, together with any increase or decrease thereon.

(c) Rollover Account -- the Account maintained for each Participant to which were credited the Participant's rollover contributions made under the Prior Plan Statement, together with any increase or decrease thereon.

(d) Transfer Account -- the Account maintained for each Participant to which is credited the Participant's interest, if any, transferred from another qualified plan by the trustee of such other plan pursuant to an agreement made under Section 9.3 and not credited to any other Account pursuant to such agreement (or another provision of this Plan Statement), together with any increase or decrease thereon.

(e) Suspense Account -- the Account maintained for each Participant to which is credited the portion of the Participant's Regular Account which is not Vested upon the occurrence of an Event of Maturity (pending reemployment or forfeiture pursuant to Section 6.2), together with any increase or decrease thereon.

1.1.2. Affiliate -- a business entity which is under "common control" with the Employer or which is a member of an "affiliated service group" that includes the Employer, as those terms are defined in section 414(b), (c) and (m) of the Code. A business entity which is a predecessor to the Employer shall be treated as an Affiliate if the Employer maintains a plan of such predecessor business entity or if, and to the extent that, such treatment is otherwise required by regulations under section 414(a) of the Code. A business entity shall also be treated as an Affiliate if, and to the extent that, such treatment is required by regulations under section 414(o) of the Code. In addition to said required treatment, the Principal Sponsor may, in its discretion, designate as an Affiliate any business entity which is not such a

"common control," "affiliated service group" or "predecessor" business entity but which is otherwise affiliated with the Employer, subject to such limitations as the Principal Sponsor may impose.

1.1.3. Annual Valuation Date -- each August 31.

1.1.4. Beneficiary -- a person designated by a Participant (or automatically by operation of this Plan Statement) to receive all or a part of the Participant's Vested Total Account in the event of the Participant's death prior to full distribution thereof. A person so designated shall not be considered a Beneficiary until the death of the Participant.

1.1.5. Code -- the Internal Revenue Code of 1986, including applicable regulations for the specified section of the Code. Any reference in this Plan Statement to a section of the Code, including the applicable regulation, shall be considered also to mean and refer to any subsequent amendment or replacement of that section or regulation.

1.1.6. Committee -- the committee established in accordance with the provisions of Section 12.2, known as the Administrative Committee.

1.1.7. Disability -- a medically determinable physical or mental impairment which: (i) renders the individual incapable of performing any substantial gainful employment, (ii) can be expected to be of long-continued and indefinite duration or result in death, and (iii) is evidenced by a certification to this effect by a doctor of medicine approved by the Committee. In lieu of such a certification, the Committee may accept, as proof of Disability, the official written determination that the individual will be eligible for disability benefits under the federal Social Security Act as now enacted or hereinafter amended (when any waiting period expires). The Committee shall determine the date on which the Disability shall have occurred if such determination is necessary.

1.1.8. Effective Date -- September 1, 1995, subject to Section 1.3.

1.1.9. Eligibility Service -- a measure of an employee's service with the Employer and all Affiliates (stated as a number of years) which is equal to the number of computation periods for which the employee is credited with one thousand (1,000) or more Hours of Service; subject, however, to the following rules:

(a) Computation Periods. The computation periods for determining Eligibility Service shall be the twelve (12) consecutive month period beginning with the date the employee first performs an Hour of Service and all Plan Years beginning after such date (irrespective of any termination of employment and subsequent reemployment).

(b) Completion. A year of Eligibility Service shall be deemed completed only as of the last day of the computation period (irrespective of the date in such period that the employee completed one thousand Hours of Service). (Fractional years of Eligibility Service shall not be credited.)

(c) Pre-Effective Date Service. Eligibility Service shall be credited for Hours of Service earned and computation periods completed before September 1, 1995 under the Prior Plan Statement.

(d) Pre-Effective Date Breaks in Service. Eligibility Service cancelled before September 1, 1995 by operation of the Plan's break in service rules as they existed before September 1, 1995 shall continue to be cancelled on and after September 1, 1995.

1.1.10. Employer -- the Principal Sponsor, any business entity that adopts the Plan pursuant to Section 9.4, and any successor thereof that adopts the Plan.

1.1.11. Employment Commencement Date -- the date upon which an employee first performs one (1) Hour of Service for the Employer or an Affiliate (without regard to whether such Hour of Service is performed in Recognized Employment or otherwise).

1.1.12. ERISA -- the Employee Retirement Income Security Act of 1974, including applicable regulations for the specified section of ERISA. Any reference in this Plan Statement to a section of ERISA, including the applicable regulation, shall be considered also to mean and refer to any subsequent amendment or replacement of that section or regulation.

1.1.13. Event of Maturity -- any of the occurrences described in Section 6 by reason of which a Participant or Beneficiary may become entitled to a distribution from the Plan.

1.1.14. Fund -- the assets of the Plan held by the Trustee from time to time, including all contributions and the investments and reinvestments, earnings and profits thereon, whether invested under the general investment authority of the Trustee or under the terms applicable to any Subfund established pursuant to Section 4.1.

1.1.15. Hours of Service -- a measure of an employee's service with the Employer and all Affiliates, determined for a given computation period and equal to the number of hours credited to the employee according to the following rules:

(a) Paid Duty. An Hour of Service shall be credited for each hour for which the employee is paid, or entitled to payment, for the performance of duties for the Employer or an Affiliate. These hours shall be credited to the employee for the computation period or periods in which the duties are performed or, if different, to the computation period or periods in which the employee is paid for such hours; provided, however, that no hours will be credited to the computation period or periods in which the employee is paid for such hours unless the Hours of Service to be credited are in connection with a period of no more than thirty-one (31) days that extends beyond the computation period or periods in which the duties are performed.

(b) Paid Nonduty. An Hour of Service shall be credited for each hour for which the employee is paid, or entitled to payment, by the Employer or an Affiliate on

account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to paid time off ("PTO"), vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence; provided, however, that:

(i) no more than five hundred one (501) Hours of Service shall be credited on account of a single continuous period during which the employee performs no duties (whether or not such period occurs in a single computation period),

(ii) no Hours of Service shall be credited on account of payments made under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws,

(iii) no Hours of Service shall be credited on account of payments which solely reimburse the employee for medical or medically related expenses incurred by the employee, and

(iv) payments shall be deemed made by or due from the Employer or an Affiliate whether made directly or indirectly from a trust fund or an insurer to which the Employer or an Affiliate contributes or pays premiums.

These hours shall be credited to the employee for the computation period for which payment is made or, if the payment is not computed by reference to units of time, the hours shall be credited to the first computation period in which the event, for which any part of the payment is made, occurred.

(c) Back Pay. An Hour of Service shall be credited for each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer or an Affiliate. The same Hours of Servicecredited under paragraph (a) or (b) shall not be credited under this paragraph (c). The crediting of Hours of Service under this paragraph (c) for periods and payments described in paragraph (b) shall be subject to all the limitations of that paragraph. These hours shall be credited to the employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

(d) Unpaid Absences.

(i) Military Leaves. During service in the Armed Forces of the United States, if the employee both entered such service and returned to employment with the Employer or an Affiliate from such service under circumstances entitling the employee to reemployment rights granted veterans under federal law, the

employee shall be credited with the number of Hours of Service which otherwise would normally have been credited to such employee but for such absence; provided, however, that if the employee does not return to employment for any reason other than death, Disability or attainment of Normal Retirement Age within the time prescribed by law for the retention of veteran's reemployment rights, such Hours of Service shall not be credited.

(ii) Leaves of Absence. If (and to the extent that) the Administrative Committee so provides in rules, during each unpaid leave of absence authorized by the Employer or an Affiliate for Plan purposes under such rules, the employee shall be credited with the number of Hours of Service which otherwise would normally have been credited to such employee but for such absence; provided, however, that if the employee does not return to employment for any reason other than death, Disability or attainment of Normal Retirement Age at the expiration of the leave of absence, such Hours of Service shall not be credited.

(iii) Parenting Leaves. To the extent not otherwise credited, Hours of Service shall be credited to an employee for any period of absence from work beginning in Plan Years commencing after August 31, 1985, due to pregnancy of the employee, the birth of a child of the employee, the placement of a child with the employee in connection with the adoption of such child by the employee or for the purpose of caring for such child for a period beginning immediately following such birth or placement. The employee shall be credited with the number of Hours of Service which otherwise would normally have been credited to such employee but for such absence. If it is impossible to determine the number of Hours of Service which would otherwise normally have been so credited, the employee shall be credited with eight (8) Hours of Service for each day of such absence. In no event, however, shall the number of Hours of Service credited for any such absence exceed five hundred one (501) Hours of Service. Such Hours of Service shall be credited to the computation period in which such absence from work begins if crediting all or any portion of such Hours of Service is necessary to prevent the employee from incurring a One-Year Break in Service in such computation period. If the crediting of such Hours of Service is not necessary to prevent the occurrence of a One- Year Break in Service in that computation period, such Hours of Service shall be credited in the immediately following computation period (even though no part of such absence may have occurred in such subsequent computation period). These Hours ofService shall not be credited until the employee furnishes timely information

which may be reasonably required by the Committee to establish that the absence from work is for a reason for which these Hours of Service may be credited.

(e) Special Rules. For periods prior to September 1, 1976, Hours of Service may be determined using whatever records are reasonably accessible and by making whatever calculations are necessary to determine the approximate number of Hours of Service completed during such prior period. To the extent not inconsistent with other provisions hereof, Department of Labor regulations 29 C.F.R. (S) 2530.200b-2(b) and (c) are hereby incorporated by reference herein. To the extent required under section 414 of the Code, services of leased employees, leased owners, leased managers, shared employees, shared leased employees and other similar classifications by the Employer or an Affiliate shall be taken into account as if such services were performed as a common law employee of the Employer for the purposes of determining Eligibility Service and One-Year Breaks in Service as applied to Eligibility Service.

(f) Equivalency for Exempt Employees. Notwithstanding anything to the contrary in the foregoing, the Hours of Service for any employee for whom the Employer or an Affiliate is not otherwise required by state or federal "wage and hour" or other law to count hours worked shall be credited on the basis that, without regard to the employee's actual hours, such employee shall be credited with one hundred ninety (190) Hours of Service for a calendar month if, under the provisions of this Section (other than this paragraph), such employee would be credited with at least one (1) Hour of Service during that calendar month.

1.1.16. Investment Manager -- the person or persons, other than the Trustee, appointed pursuant to Section 10.7 to manage all or a portion of the Fund or any Subfund.

1.1.17. Normal Retirement Age -- the date a Participant attains age sixty-five (65) years.

1.1.18. Participant -- an employee of the Employer who becomes a Participant in the Plan in accordance with the provisions of Section 2 or any comparable provision of the Prior Plan Statement. An employee who has become a Participant shall be considered to continue as a Participant in the Plan until the date of the Participant's death or, if earlier, the date when the Participant is no longer employed in Recognized Employment and upon which the Participant no longer has any Account under the Plan (that is, the Participant has both received a distribution of all of the Participant's Vested Total Account, if any, and the Participant's Suspense Account, if any, has been forfeited and disposed of as provided in Section 6.2). An employee who has not become a Participant in the Plan in accordance with the provisions of Section 2 and who made a rollover contribution to the Plan under the Prior Plan Statement shall be considered a Participant solely for the purpose of making the rollover contribution and receiving a distribution upon an Event of Maturity in accordance with the provisions of Section 7.

1.1.19. Period of Service -- a measure of an employee's employment with the Employer and all Affiliates which is equal to the period commencing on the employee's Employment

Commencement Date or Reemployment Commencement Date, whichever is applicable, and ending on the next following Severance from Service Date; provided, however:

(a) Aggregation. Unless some or all of an employee's service may be disregarded pursuant to other rules of this Plan Statement, all discontinuous Periods of Service shall be aggregated in determining the total of an employee's Period of Service. A Period of Service shall be stated in yearsand days and when aggregating discontinuous periods of less than one (1) year, three hundred sixty-five (365) days shall equal one (1) year.

(b) Service Spanning No. 1. If an employee quits, is discharged or retires from service with the Employer and all Affiliates and performs an Hour of Service within the twelve (12) months following the Severance from Service Date, that Period of Severance shall be deemed to be a Period of Service.

(c) Service Spanning No. 2. If an employee severs from service by reason of a quit, a discharge or retirement during the first twelve (12) months of an absence from service for any reason other than a quit, a discharge, retirement or death, and then performs an Hour of Service within the twelve (12) months following the date on which the employee was first absent from service, the Period of Severance shall be deemed to be a Period of Service.

(d) Leased Employees. To the extent required under section 414 of the Code, services of leased employees, leased owners, leased managers, shared employees, shared leased employees and other similar classifications by the Employer or an Affiliate shall be taken into account as if such services were performed as a common law employee of the Employer for the purposes of determining Vesting Service and Periods of Severance as applied to Vesting Service.

1.1.20. Period of Severance -- the period of time commencing on an employee's Severance from Service Date and ending on the date on which that employee next again performs an Hour of Service for the Employer or for an Affiliate (without regard to whether such Hour of Service is performed in Recognized Employment or otherwise). A Period of Severance shall be stated in years and days.

Notwithstanding the foregoing, for the limited purpose of determining the length of a Period of Severance, the Severance from Service Date for an employee shall be advanced during any period of an absence from work (which began after December 31, 1984) due to the pregnancy of the employee, the birth of a child of the employee, the placement of a child with the employee in connection with the adoption of such child by the employee, or for the purpose of caring for such child for a period beginning immediately following such birth or placement. In no event, however, shall the Severance from Service Date be advanced under the foregoing sentence to a date that is later than the last day of the calendar month which is two (2) years after the first of such absence. This adjustment in the Severance from Service Date shall not be made until the employee furnishes timely information which may be reasonably required by the Committee to establish that the absence from work is for a reason for which this adjustment will be made.

1.1.21. Plan -- the tax-qualified money purchase pension plan of the Employer established for the benefit of employees eligible to participate therein, as first set forth in the Prior Plan Statement and as amended and restated in this Plan Statement. (As used herein, "Plan" refers to the legal entity established by the Employer and not to the documents pursuant to which the Plan is maintained. Those documents are referred to herein as the "Prior Plan Statement" and the "Plan Statement.") The Plan shall be referred to as the "FLUOROWARE, INC. PENSION PLAN."

1.1.22. Plan Statement -- this document entitled "FLUOROWARE, INC. PENSION PLAN TRUST AGREEMENT (1995 Restatement)" as adopted by the Principal Sponsor generally effective as of September 1, 1995, as the same may be amended from time to time.

1.1.23. Plan Year -- the twelve (12) consecutive month period ending on any Annual Valuation Date.

1.1.24. Principal Sponsor -- Fluoroware, Inc., a Minnesota corporation.

1.1.25. Prior Plan Statement -- the series of documents pursuant to which the Plan was established effective as of January 1, 1973, and operated thereafter until the Effective Date.

1.1.26. Recognized Compensation -- wages within the meaning of section 3401(a) of the Code for purposes of federal income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code) and paid to the Participant by the Employer for the applicable period; subject, however, to the following:

(a) Included Items. In determining a Participant's Recognized Compensation there shall be included elective contributions made by the Employer on behalf of the Participant that are not includible in gross income under sections 125, 402(e)(3), 402(h), 403(b), 414(h)(2) and 457 of the Code including elective contributions authorized by the Participant under a Retirement Savings Agreement, a cafeteria plan or any other qualified cash or deferred arrangement under section 401(k) of the Code.

(b) Excluded Items. In determining a Participant's Recognized Compensation there shall be excluded all of the following: (i) reimbursements or other expense allowances (including all living and other expenses paid on account of the Participant being on foreign assignment), (ii) welfare and fringe benefits (both cash and noncash) including third-party sick pay (i.e., short-term and long- term disability insurance benefits), income imputed from insurance coverages and premiums, employee discounts and other similar amounts, payments for vacation or sick leave accrued but not taken, final payments on account of termination of employment (i.e., severance payments), except that final payments on account of settlement for accrued but unused paid time off shall be taken into account in determining a Participant's Recognized Compensation, (iii) moving expenses, (iv) deferred compensation (both when deferred and

when received), (v) all bonuses except the Twelve-Hour Equalization Bonus, (vi) all commissions, (vii) all overtime, and (viii) the value of a qualified or a non-qualified stock option granted to a Participant by the Employer to the extent such value is includable in the Participant's taxable income.

(c) Pre-Participation Employment. Remuneration paid by the Employer attributable to periods prior to the date the Participant became a Participant in the Plan shall not be taken into account in determining the Participant's Recognized Compensation.

(d) Non-Recognized Employment. Remuneration paid by the Employer for employment that is not Recognized Employment shall not be taken into account in determining a Participant's Recognized Compensation.

(e) Attribution to Periods. A Participant's Recognized Compensation shall be considered attributable to the period in which it is actually paid and not when earned or accrued; provided, however, amounts earned but not paid in a Plan Year because of the timing of pay periods and pay days may be included in the Plan Year when earned if these amounts are paid during the first few weeks of the next Plan Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants and no amount is included in more than one Plan Year.

(f) Excluded Periods. Amounts received after the Participant's termination of employment shall not be taken into account in determining a Participant's Recognized Compensation.

(g) Multiple Employers. If a Participant is employed by more than one Employer in a Plan Year, a separate amount of Recognized Compensation shall be determined for each Employer.

(h) Annual Maximum. A Participant's Recognized Compensation for a Plan Year shall not exceed the annual compensation limit under section 401(a)(17) of the Code. In determining a Participant's Recognized Compensation, the rules of section 414(q)(6) of the Code apply, except that in applying such rules, the term "family" shall include only the spouse of the Participant and lineal descendants of the Participant who have not attained age nineteen (19) years before the close of the Plan Year. If Participants are aggregated as such family members (and do not otherwise agree in writing), the Recognized Compensation of each family member shall equal the annual compensation limit under section 401(a)(17) of the Code multiplied by a fraction, the numerator of which is such family member's Recognized Compensation (before application of such annual compensation limit) and the denominator of which is the total Recognized Compensation (before application of such annual compensation limit) of all such family members. For purposes of the foregoing, the annual compensation limit under section 401(a)(17) of the Code

shall be Two Hundred Thousand Dollars ($200,000) (as adjusted under the Code for cost of living increases) for Plan Years beginning before January 1, 1994, and shall be One Hundred and Fifty Thousand Dollars ($150,000) (as so adjusted) for Plan Years beginning on or after January 1, 1994.

1.1.27. Recognized Employment -- all employment with the Employer, excluding, however, employment classified by the Employer as:

(a) employment in a unit of employees whose terms and conditions of employment are subject to a collective bargaining agreement between the Employer and a union representing that unit of employees, unless (and to the extent) such collective bargaining agreement provides for the inclusion of those employees in the Plan,

(b) employment of a nonresident alien who is not receiving any earned income from the Employer which constitutes income from sources within the United States,

(c) employment in a division or facility of the Employer which is not in existence on September 1, 1985 (that is, was acquired, established, founded or produced by the liquidation or similar discontinuation of a separate subsidiary after September 1, 1985) unless and until the Committee shall declare such employment to be Recognized Employment,

(d) employment of a United States citizen or a United States resident alien outside the United States unless and until the Committee shall declare such employment to be Recognized Employment,

(e) employment as a temporary employee,

(f) services of a person who is not a common law employee of the Employer including, without limiting the generality of the foregoing, services of a leased employee, leased owner, leased manager, shared employee, shared leased employee or other similar classification, and

(g) employment of a highly compensated employee (as defined in section 414 of the Code) to the extent agreed to in writing by the employee.

1.1.28. Reemployment Commencement Date -- the date upon which an employee first performs an Hour of Service for the Employer or for an Affiliate following a Period of Severance that is not deemed to be a Period of Service (without regard to whether such Hour of Service is performed in Recognized Employment or otherwise).

1.1.29. Severance from Service Date -- the earlier of:

(a) the date upon which an employee quits, is discharged or retires from service with the Employer and all Affiliates, or dies; or

(b) the date which is the first anniversary of the first day of a period in which an employee remains continuously absent from service (with or without pay) with the Employer and all Affiliates for any reason other than a quit, a discharge, retirement or death, such as vacation, holiday, sickness, disability, leave of absence or layoff.

1.1.30. Subfund -- a separate pool of assets of the Fund set aside for investment purposes under Section 4.1.

1.1.31. Trustee -- the Trustees originally named hereunder and their successors or successor in trust. Where the context requires, Trustee shall also mean and refer to any one or more co-trustees serving hereunder.

1.1.32. Valuation Date -- the Annual Valuation Date and such additional dates, if any, as the Committee, in its discretion, may determine under rules.

1.1.33. Vested -- nonforfeitable, i.e., a claim obtained by a Participant or the Participant's Beneficiary to that part of an immediate or deferred benefit hereunder which arises from the Participant's service, which is unconditional and which is legally enforceable against the Plan.

1.1.34. Vesting Service -- a measure of an employee's service with the Employer and all Affiliates; subject, however, to the following rules:

(a) Period of Service. Except as provided below, an employee's Vesting Service as of any date shall be equal to the employee's Period of Service determined as of that same date.

(b) Vesting in Pre-Five Year Severance Accounts. If an employee has a five (5) year (or longer) Period of Severance, the employee's Regular Account shall be divided into the portion attributable to Employer contributions allocated with respect to employment before such Period of Severance and the portion attributable to Employer contributions allocated with respect to employment after such Period of Severance and employment after such five (5) year (or longer) Period of Severance shall not be taken into account in computing the Vested percentage in the employee's Regular Account attributable to Employer contributions allocated with respect to employment before such five (5) year (or longer) Period of Severance.

(c) Vesting in Post-Five Year Severance Accounts. Except as provided in the following sentences of this paragraph, if an employee has a Period of Severance and returns thereafter to employment with the Employer or an Affiliate, both employment before and employment after such Period of Severance shall be

taken into account in computing the Vested percentagein the employee's Regular Account attributable to Employer contributions allocated with respect to employment after such Period of Severance. If, however, the employee does not have any Vested interest in a Regular Account upon the occurrence of a Period of Severance which equals or exceeds in length the greater of five (5) years or the employee's prior Vesting Service, such prior Vesting Service shall be disregarded. Any Vesting Service disregarded by a prior application of this paragraph need not thereafter be taken into account.

1.2. Rules of Interpretation. An individual shall be considered to have attained a given age on the individual's birthday for that age (and not on the day before). The birthday of any individual born on a February 29 shall be deemed to be February 28 in any year that is not a leap year. Notwithstanding any other provision of this Plan Statement or any election or designation made under the Plan, any individual who feloniously and intentionally kills a Participant or Beneficiary shall be deemed for all purposes of this Plan and all elections and designations made under this Plan to have died before such Participant or Beneficiary. A final judgment of conviction of felonious and intentional killing is conclusive for the purposes of this Section. In the absence of a conviction of felonious and intentional killing, the Committee shall determine whether the killing was felonious and intentional for the purposes of this Section. Whenever appropriate, words used herein in the singular may be read in the plural, or words used herein in the plural may be read in the singular; the masculine may include the feminine and the feminine may include the masculine; and the words "hereof," "herein" or "hereunder" or other similar compounds of the word "here" shall mean and refer to this entire Plan Statement and not to any particular paragraph or Section of this Plan Statement unless the context clearly indicates to the contrary. The titles given to the various Sections of this Plan Statement are inserted for convenience of reference only and are not part of this Plan Statement, and they shall not be considered in determining the purpose, meaning or intent of any provision hereof. Any reference in this Plan Statement to a statute or regulation shall be considered also to mean and refer to any subsequent amendment or replacement of that statute or regulation. This document has been executed and delivered in the State of Minnesota and has been drawn in conformity to the laws of that State and shall, except to the extent that federal law is controlling, be construed and enforced in accordance with the laws of the State of Minnesota.

1.3. Transitional Rules. Notwithstanding the general effective date of Section 1.1.8, the following Section of the Plan Statement is effective January 1, 1987: 3.5; and the following Sections of the Plan Statement are effective September 1, 1987: 3.1.1, 3.2.1, Appendix A, Appendix B, Appendix C and Appendix D. Notwithstanding the general effective date of Section 1.1.8, the following Sections of the Plan Statement are effective for Plan Years beginning on or after September 1, 1989: 1.1.15(e), 10.6(a), 10.6(d), 10.6(h), 10.6(q), 10.6(r), 11.1 and 12.10. Notwithstanding the general effective date of Section 1.1.8, the following Sections of the Plan Statement are effective for distributions occurring on or after January 1, 1993: 7.1.4 and 7.1.5. Notwithstanding the general effective date of Section 1.1.8, Section 7.2 is effective for Plan Years beginning on or after September 1, 1994.

SECTION 2

ELIGIBILITY AND PARTICIPATION

2.1. General Eligibility Rule. Each employee shall become a Participant on the first day (commencing with the Effective Date) next following the date as of which the employee has completed one (1) year of Eligibility Service, if the employee is then employed in Recognized Employment. If the employee is not then employed in Recognized Employment, the employee shall become a Participant on the first date thereafter upon which the employee enters Recognized Employment.

2.2. Special Rule for Former Participants. A Participant whose employment with the Employer terminates and who subsequently is reemployed by the Employer shall immediately reenter the Plan as a Participant upon the Participant's return to Recognized Employment.

SECTION 3

CONTRIBUTIONS AND ALLOCATION THEREOF

3.1. Employer Contributions.

3.1.1. Source of Employer Contributions. All Employer contributions to the Plan may be made without regard to profits.

3.1.2. Limitation. The contribution of the Employer to the Plan for any year, when considered in light of its contribution for that year to all other tax-qualified plans it maintains, shall, in no event, exceed the maximum amount deductible by it for federal income tax purposes as a contribution to a tax-qualified money purchase pension plan under section 404 of the Code. Each such contribution to the Plan is conditioned upon its deductibility for such purpose.

3.1.3. Form of Payment. The appropriate contribution of the Employer to the Plan, determined as herein provided, shall be paid to the Trustee and may be paid either in cash or in common shares of the Employer or of any successor or in other assets of any character of a value equal to the amount of the contribution or in any combination of the foregoing ways.

3.2. Annual Contributions.

3.2.1. Amount. The amount of the Employer contribution made for each eligible Participant under Section 3.3 for each Plan Year shall be equal to seven percent (7%) of the eligible Participant's Recognized Compensation. Such contributions shall be delivered to the Trustee for deposit in the Fund not later than the time prescribed by federal law (including extensions) for filing the federal income tax return of the Employer for the taxable year which ends nearest to the Plan Year end.

3.2.2. Crediting to Accounts. The Employer contribution made for a Participant shall be credited to such Participant's Employer Contributions Account as of the Annual Valuation Date in the Plan Year for which such contribution is made, or if earlier, the Valuation Date coincident with or next following the date as of which such contribution is received by the Trustee.

3.3. Eligible Participants. For purposes of this Section 3, a Participant shall be an eligible Participant for a Plan Year only if:

(a) such Participant is credited with at least one thousand (1,000) Hours of Service for such Plan Year, or

(b) such Participant terminated the Participant's employment with the Employer within the Plan Year due to the Participant's death, retirement at or after Normal Retirement Age or Disability.

No other Participant shall be an eligible Participant.

3.4. Adjustments.

3.4.1. Make-Up Contributions for Omitted Participants. If, after the Employer's annual contribution for a Plan Year has been made and allocated, it should appear that, through oversight or a mistake of fact or law, a Participant (or an employee who should have been considered a Participant) who should have been entitled to share in such contribution received no allocation or received an allocation which was less than the Participant should have received, the Committee may, at its election, and in lieu of reallocating such contribution, direct the Employer to make a special make-up contribution for the Account ofsuch Participant in an amount adequate to provide the same addition to the Participant's Account for such Plan Year as the Participant should have received.

3.4.2. Mistaken Contributions. If, after the Employer's annual contribution for a Plan Year has been made and allocated, it should appear that, through oversight or a mistake of fact or law, a Participant (or an individual who was not a Participant) received an allocation which was more than the Participant should have received, the Committee may direct that the mistaken contribution, adjusted for its pro rata share of any net loss or net gain in the value of the Fund which accrued while such mistaken contribution was held therein, shall be withdrawn from the Account of such individual and retained in the Fund and used to reduce the amount of the next succeeding contribution of the Employer to the Fund due after the determination that such mistaken contribution had occurred.

3.5. Limitation on Annual Additions. In no event shall amounts be allocated to the Account of any Participant if, or to the extent, such amounts would exceed the limitations set forth in Appendix A to this Plan Statement.

3.6. Effect of Disallowance of Deduction or Mistake of Fact. All Employer contributions to the Plan are conditioned on their qualification for deduction for federal income tax purposes under section 404 of the Code. If any such deduction should be disallowed, in whole or in part, for any Employer contribution to the Plan for any year, or if any Employer contribution to the Plan is made by reason of a mistake of fact, then there shall be calculated the excess of the amount contributed over the amount that would have been contributed had there not occurred a mistake in determining the deduction or a mistake of fact. The Principal Sponsor shall direct the Trustee to return such excess, adjusted for its pro rata share of any net loss (but not any net gain) in the value of the Fund which accrued while such excess was held therein, to the Employer within one (1) year of the disallowance of the deduction or the mistaken payment of the contribution, as the case may be. If the return of such amount would cause the balance of any Account of any Participant to be reduced to less than the balance which would have been in such Account had the mistaken amount not been contributed, however, the amount to be returned to the Employer shall be limited so as to avoid such reduction.

SECTION 4

INVESTMENT AND ADJUSTMENT OF ACCOUNTS

4.1. Establishment of Subfunds.

4.1.1. Establishing Commingled Subfunds. At the direction of the Committee, the Trustee shall divide the Fund into two (2) or more Subfunds, which shall serve as vehicles for the investment of Participants' Accounts and which shall be managed either by the Trustee or by the Investment Manager, as the Committee shall determine. The Committee shall determine, with the advice of the Trustee or such Investment Manager, the general investment characteristics and objectives of each Subfund. The Trustee or Investment Manager, as the case may be, shall have complete investment discretion over each Subfund assigned to it, subject only to the general investment characteristics and objectives established for the particular Subfund. Until otherwise determined by the Committee, the Subfunds to be maintained hereunder shall consist of the separate investment funds established and maintained under the Prior Plan Statement.

4.1.2. Individual Subfunds. The Committee also may (but is not required to) establish additional Subfunds that consist solely of all or a part of the assets of a single Participant's Total Account, which assets the Participant controls by investment directives to the Trustee and which may not be commingled with the assets of any other Participant's Accounts. In no event, however, shall the Participant be allowed to direct the investment of assets in such individual Subfund in any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage or other similar tangible personal property if the investment in such property shall have been prohibited by the Secretary of the Treasury.

Notwithstanding anything apparently to the contrary in Section 10.6, each Participant and each Beneficiary for whom an individually directed Subfund is maintained shall be responsible for the exercise of any voting or similar rights which exist with respect to assets in such individually directed Subfund. The Trustee shall cooperate with Participants and Beneficiaries to permit them to exercise such rights. The Trustee shall not independently exercise such rights. Any Beneficiary of a deceased Participant with an individually directed Subfund shall have the responsibility to direct investments for such Subfund until the Beneficiary directs the Trustee otherwise in writing.

4.1.3. Operational Rules. In accordance with rules, the Committee shall determine the circumstances under which a particular Subfund may be elected, or shall be automatically utilized, the minimum or maximum amount or percentage of an Account which may be invested in a particular Subfund, the procedures for making or changing investment elections, the extent (if any) to which Beneficiaries of deceased Participants may make investment elections and the effect of a Participant's or Beneficiary's failure to make an effective election with respect to all or any portion of an Account.

4.1.4. Revising Subfunds. The Committee shall have the power, from time to time, to dissolve Subfunds, to direct that additional Subfunds be established and, under rules, to withdraw or limit participation in a particular Subfund. In connection with the power to commingle reserved to the Trustee under Section 10.6, the Committee shall also have the power to direct the Trustee to consolidate any separate Subfunds hereunder with any other separate Subfunds having the same investment objectives

which are established under any other retirement plan trust fund of the Employer or any business entity affiliated in ownership or management with the Employer of which the Trustee is trustee and which are managed by the Trustee or the same Investment Manager.

4.2. Valuation and Adjustment of Accounts. The Trustee shall value each Subfund as of each Valuation Date, which valuation shall reflect, as nearly as possible, the then fair market value of the assets comprising such Subfund (including income accumulations therein). In makingsuch valuations the Trustee may rely upon information supplied by any Investment Manager having investment responsibility over the particular Subfund.

As of each Valuation Date (the "current Valuation Date"), the value of each Account or portion of an Account invested in a particular Subfund, including Suspense Accounts, determined as of the immediately preceding Valuation Date (the "initial Account value") shall be increased (or decreased) by the following adjustments made in the following sequence:

4.2.1. Intermediate Distributions Adjustment. The initial Account value shall be reduced by the total amount:

(a) distributed in fact to (or with respect to) the Participant from such Account, and

(b) transferred from such Account to another Account of that Participant (or any other Participant) within the Plan (including amounts transferred to other Subfunds) or to the trustee of another plan pursuant to an arrangement contemplated under Section 9.3, and

(c) paid as expenses incurred by the Plan which were charged specifically against that Account (as distinguished from being a general charge against the assets of the Subfund),

as of a date subsequent to the immediately preceding Valuation Date but prior to the current Valuation Date.

4.2.2. Investment Adjustment. The initial Account value (as adjusted above) shall be increased (or decreased) for its proportionate share of:

(a) all the realized and unrealized gains and losses on the assets of the Subfund, and

(b) all the income earned by the Subfund, and

(c) all the expenses incurred by the Plan and paid generally from the Subfund (rather than charged specifically against a particular Account),

as of a date subsequent to the immediately preceding Valuation Date but not later than the current Valuation Date.

4.2.3. Contribution Adjustment. The initial Account value (as adjusted above) shall be increased by the total amount:

(a) allocated to such Account under Section 3, and

(b) transferred into such Account from another Account of that Participant (or any other Participant) within the Plan (including amounts transferred from other Subfunds) or from the trustee of another plan pursuant to an arrangement contemplated under Section 9.3,

as of a date subsequent to the immediately preceding Valuation Date but not later than the current Valuation Date.

4.2.4. Final Distributions Adjustment. The initial Account value (as adjusted above) shall be reduced by the total amount:

(a) distributed in fact to (or with respect to) the Participant from such Account, and

(b) transferred from such Account to another Account of that Participant (or any other Participant) within the Plan (including amounts transferred to other Subfunds) or to the trustee of another plan pursuant to an arrangement contemplated under Section 9.3, and

(c) paid as expenses incurred by the Plan which were charged specifically against that Account (as distinguished from being a general charge against the assets of the Subfund),

as of the current Valuation Date.

4.2.5. Other Rules. Notwithstanding the foregoing, the Committee and the Trustee may agree in writing to revised rules or additional rules for the adjustment of Accounts including, without limiting the generality of the foregoing, the times when contributions shall be credited under Section 3 for the purposes of allocating gains or losses under this Section 4.

4.3. Management and Investment of Fund. The Fund in the hands of the Trustee, together with all additional contributions made thereto and together with all net income thereof, shall be controlled, managed, invested, reinvested and ultimately paid and distributed to Participants and Beneficiaries by the Trustee with all the powers, rights and discretions generally possessed by trustees, and with all the additional powers, rights and discretions conferred upon the Trustee under this Plan Statement. Except to the extent that the Trustee is subject to the authorized and properly given investment directions of a Participant, a Beneficiary or an Investment Manager, and subject to the directions of the Committee with respect to the payment of benefits hereunder, the Trustee shall have the exclusive authority to manage and control the assets of the Fund and shall not be subject to the direction of any person in the discharge of its duties, nor shall its authority be subject to delegation or modification except by formal amendment of this Plan Statement.

SECTION 5

VESTING

5.1. Regular Account.

5.1.1. Progressive Vesting. Except as hereinafter provided, the Regular Account of each Participant shall become Vested in accordance with the following schedule:

When the Participant Has Completed the Following Periods of Vesting Service:	The Vested Portion of the Participant's Regular Account Will Be:
Less than 2 years	0%
2 years but less than 3 years	25%
3 years but less than 4 years	50%
4 years but less than 5 years	75%
5 years or more	100%

provided, however, that the Vested percentage of any Participant hired before September 1, 1989, shall be one hundred percent (100%); provided further that the Vested percentage of that portion of a Participant's Regular Account derived from Employer contributions accrued as of September 1, 1995 (or the date of adoption of this Plan Statement, if later) shall not be less than such Vested percentage computed under the Prior Plan Statement.

5.1.2. Full Vesting. Notwithstanding any of the foregoing provisions for progressive vesting of Regular Accounts of Participants, the entire Regular Account of each Participant shall be fully Vested upon the earliest occurrence of any of the following events while in the employment of the Employer or an Affiliate:

(a) the Participant's death,

(b) the Participant's attainment of Normal Retirement Age,

(c) the Participant's Disability,

(d) a partial termination of the Plan which is effective as to the Participant, or

(e) a complete termination of the Plan or a complete discontinuance of Employer contributions hereto.

In addition, a Participant who is not in the employment of the Employer or an Affiliate upon a complete termination of the Plan or a complete discontinuance of Employer contributions hereto, shall be fully Vested if, on the date of such termination or discontinuance, such Participant has not had an Event of Maturity.

5.1.3. Forfeiture Event. A Participant who is not in the employment of the Employer or an Affiliate upon a complete termination of the Plan or a complete discontinuance of Employer contributions hereto, shall be fully Vested if, on the date of such termination or discontinuance, such Participant has not had a "forfeiture event" as described below:

(a) the occurrence after an Event of Maturity of a Period of Severance of five (5) consecutive years,

(b) the Event of Maturity of a Participant who has no Vested interest in the Participant's Total Account,

(c) the distribution after an Event of Maturity, to (or with respect to) a Participant of the entire Vested portion of the Total Account of the Participant, or

(d) the death of the Participant at a time and under circumstances which do not entitle the Participant to be fully (100%) Vested in the Participant's Total Account.

5.1.4. Special Rule for Partial Distributions. If a distribution is made of less than the entire Regular Account of a Participant who is not then fully (100%) Vested, then until the Participant becomes fully (100%) Vested in the Participant's Regular Account or until the Participant incurs a Period of Severance of five (5) or more years, whichever first occurs, (i) a separate account shall be established for the portion of the Regular Account not so distributed and (ii) the Participant's Vested interest in such account at any relevant time shall not be less than an amount ("X") determined by the formula: $X = P(B + (R \times D)) - (R \times D)$. For the purpose of applying the formula, "P" is the Vested percentage at the relevant time (determined pursuant to Section 5); "B" is the separate account balance at the relevant time; "D" is the amount of the distribution; and "R" is the ratio of the separate account balance at the relevant time to the Regular Account balance immediately after distribution.

5.1.5. Effect of Break on Vesting. If a Participant who is not fully (100%) Vested incurs a Period of Severance of five (5) or more years, returns to Recognized Employment and is thereafter eligible for any additional allocation of Employer contributions, the Participant's undistributed Regular Account, if any, attributable to Employer contributions allocated as of a date before such five (5) year Period of Severance and the Participant's new Regular Account attributable to Employer contributions allocated as of a date after such five (5) year Period of Severance shall be separately maintained for vesting purposes until the Participant is fully (100%) Vested.

5.1.6. Pre-Effective Date Vesting. For any person who does not perform one (1) Hour of Service on or after September 1, 1989, the Vesting provisions of the Plan Statement as they existed before September 1, 1989, shall continue to apply.

5.2. Other Accounts. The Rollover Account and Transfer Account of each Participant shall be fully (100%) Vested at all times. SECTION 6

SECTION 6

MATURITY

6.1. Events of Maturity. A Participant's Total Account shall mature and the Vested portion shall become distributable in accordance with Section 7 upon the earliest occurrence of any of the following events while in the employment of the Employer or an Affiliate:

(a) the Participant's death,

(b) the Participant's separation from service, whether voluntary or involuntary,

(c) the Participant's attainment of age seventy and one-half (70-1/2) years,

(d) the crediting of any amounts to the Participant's Account after the Participant's attainment of age seventy and one-half (70-1/2) years,

(e) the Participant's Disability, or

(f) termination of the Plan or a partial termination of the Plan effective as to the Participant;

provided, however, that a transfer from Recognized Employment to employment with the Employer that is other than Recognized Employment or a transfer from the employment of one Employer participating in the Plan to another such Employer or to any Affiliate shall not constitute an Event of Maturity.

6.2. Disposition of Nonvested Account. Upon the occurrence of a Participant's Event of Maturity, if any portion of the Participant's Account is not Vested, the portion of the Participant's Account that is not Vested shall be transferred to the Participant's suspense account as of the Valuation Date coincident with or next following such Event of Maturity.

6.2.1. Rehire Before Forfeiture. If such Participant is reemployed by the Employer or an Affiliate before the earlier of a five (5) year Period of Severance or distribution of the portion of Participant's Account that is vested following the Participant's Event of Maturity, the Participant's suspense account shall be transferred back to and held in the Participant's Account under the Plan as of the Valuation Date coincident with or next following the reemployment date and it shall be held there pending the occurrence of another Event of Maturity effective as to the Participant, during which period of subsequent employment the Participant may become Vested in accordance with the provisions of Section 5.

6.2.2. Rehire After Forfeiture. If such Participant is not reemployed by the Employer or an Affiliate before the earlier of a five (5) year Period of Severance or distribution of the portion of Participant's Account that is vested following the Participant's Event of Maturity, the portion of the Participant's Account which was not Vested upon such Event of Maturity (and therefore became the Participant's suspense account):

(a) shall be forfeited as of the Annual Valuation Date coincident with or next following the five (5) year Period of Severance or the distribution as provided in Section 6.2.3, and

(b) if the Participant returns to employment with the Employer or an Affiliate before the Participant has a five (5) year Period of Severance, shall be restored to the Participant's Account (without adjustment for gains or losses after such Annual Valuation Date) as provided in Section 6.2.4 if the Participant returns to Recognized Employment and repays to the Trustee for deposit in the Fund and crediting to the Participant's Account the entireamount distributed to (or with respect to) the Participant from such Account after the Event of Maturity. Such repayment cannot be "rolled over" from an individual retirement arrangement.

If the distribution was on account of separation from service, such repayment must be made, however, before the earlier of (i) five (5) years after the first day on which the Participant is subsequently reemployed by the Employer or Affiliate, or (ii) the close of the first Period of Severance of five (5) consecutive years commencing after distribution. If the distribution was on account of any other reason, such repayment must be made within five (5) years after the date of distribution. In either case, such repayment must be made before the occurrence of a Period of Severance of five (5) consecutive years after the Event of Maturity and before the termination of this Plan or the permanent discontinuance of Employer contributions to this Plan.

6.2.3. Forfeitures. Forfeited Suspense Accounts shall be used first to restore any forfeited Suspense Accounts for rehired Participants of the same Employer as required in Section 6.2.2; any remaining portion shall then be retained in the Fund and used to reduce the amount of the next succeeding contribution of the Employer to the Plan due for such Plan Year. Any Suspense Accounts remaining at the termination of the Plan shall be considered to be a discretionary contribution and shall be allocated pursuant to this Section 6 as if the Plan termination date were an Annual Valuation Date.

6.2.4. Restorations. The amount necessary to make the restoration required under Section 6.2.2(b) shall come first from Suspense Accounts of Participants of the rehiring Employer that are to be forfeited on the Annual Valuation Date on which the restoration is to occur. If such Suspense Accounts are not adequate for this purpose, the rehiring Employer shall make a contribution adequate to make the restoration as of that Annual Valuation Date (in addition to any contributions made under Section 3). If the Participant is rehired by an Affiliate that is not an Employer, the amount necessary to make the restoration shall come first from Suspense Accounts of Participants of the Principal Sponsor that are to be forfeited on the Annual Valuation Date on which the restoration is to occur and, if such Suspense Accounts are not adequate for this purpose, then the Principal Sponsor shall make a contribution adequate to make the restoration as of that Annual Valuation Date (in addition to any contributions made under Section 3). SECTION 7

SECTION 7

DISTRIBUTION

7.1. Application for Distribution.

7.1.1. Application Required. No distribution shall be made from the Plan until the Committee has received a written application for distribution from the Participant or the Beneficiary entitled to receive distribution (the "Distributee"). The Committee may prescribe rules regarding the form of such application, the manner of filing such application and the information required to be furnished in connection with such application.

7.1.2. Exception for Small Amounts. A Vested Total Account which does not exceed (and has never exceeded) Three Thousand Five Hundred Dollars ($3,500) as of the annual Valuation Date coincident with or next following the occurrence of an Event of Maturity effective as to a Participant, shall be distributed automatically in a single lump sum as of that date without a written application for distribution. A Participant who has no Vested interest in the Participant's Total Account as of the Participant's Event of Maturity shall be deemed to have received an immediate distribution of the Participant's entire interest in the Plan as of such Event of Maturity.

7.1.3. Exception for Required Distributions. Any Vested Total Account for which no application has been received on the required beginning date effective as to a Distributee under Section 7.2.2, shall be distributed automatically as of that date without a written application for distribution.

7.1.4. Notices. The Committee will issue such notices as may be required under sections 402(f), 411(a)(11), 417(a)(3) and other sections of the Code in connection with distributions from the Plan. No distribution will be made unless it is consistent with such notice requirements.

7.1.5. Direct Rollover. A Distributee who is eligible to elect a direct rollover may elect, at the time and in the manner prescribed by the Committee, to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Distributee in a direct rollover. A Distributee who is eligible to elect a direct rollover includes only a Participant, a Beneficiary who is the surviving spouse of a Participant and a Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Appendix C.

(a) Eligible rollover distribution means any distribution of all or any portion of a Total Account to a Distributee who is eligible to elect a direct rollover except (i) any distribution that is one of a series of substantially equal installments payable not less frequently than annually over the life expectancy of such Distributee or the joint and last survivor life expectancy of such Distributee and such Distributee's designated Beneficiary, and (ii) any distribution that is one of a series of substantially equal installments payable not less frequently than annually over a specified period of ten (10) years or more, and (iii) any distribution to the extent such distribution is required under section 401(a)(9)

of the Code, and (iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(b) Eligible retirement plan means (i) an individual retirement account described in section 408(a) of the Code, or (ii) an individual retirement annuity described in section 408(b) of the Code, or (iii) an annuity plan described in section 403(a) of the Code, or (iv) a qualified trust described insection 401(a) of the Code that accepts the eligible rollover distribution. However, in the case of an eligible rollover distribution to a Beneficiary who is the surviving spouse of a Participant, an eligible retirement plan is only an individual retirement account or individual retirement annuity as described in section 408 of the Code.

(c) Direct rollover means the payment of an eligible rollover distribution by the Plan to the eligible retirement plan specified by the Distributee who is eligible to elect a direct rollover.

7.2. Time of Distribution. Upon the receipt of a proper application for distribution from the Distributee after the occurrence of an Event of Maturity effective as to a Participant, and after the Participant's Vested Total Account has been determined and the right of the Distributee to receive a distribution has been established, the Committee shall cause the Trustee to make distribution of such Vested Total Account as of (and as soon as administratively feasible after) a annual Valuation Date specified by the Distributee which is not earlier than nor later than the dates specified below.

7.2.1. Earliest Beginning Date. Distribution shall not be made as of an Annual Valuation Date which is earlier than the earliest beginning date.

(a) Participant. If the Distributee is a Participant, the earliest beginning date is the Annual Valuation Date coincident with or next following the date of the Participant's Event of Maturity.

(b) Beneficiary. If the Distributee is a Beneficiary of a Participant, the earliest beginning date is the Annual Valuation Date coincident with or next following the date of such Participant's death.

Distribution shall not be made, however, as of a annual Valuation Date which is earlier than the date the Committee receives any required application for distribution.

7.2.2. Required Beginning Date. Distribution shall be made as of the Annual Valuation Date occurring in the calendar year immediately preceding the calendar year in which the required beginning date effective as to the Distributee occurs. Actual distribution shall be made as soon thereafter as is administratively feasible. In all events distribution shall be made not later than the following required beginning date:

(a) Participant. If the Distributee is a Participant, the required beginning date is the April 1 following the calendar year in which the Participant attains age seventy and one-half (70-1/2) years.

(b) Beneficiary. If the Distributee is a Beneficiary of a Participant, the required beginning date is the December 31 of the calendar year in which occurs the fifth (5th) anniversary of the Participant's death; provided, however, that if the Beneficiary is the surviving spouse of the Participant and if distributions will be made to such surviving spouse in a Life Annuity Contract, the required beginning date is the December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70-1/2) years.

7.3. Forms of Distribution.

7.3.1. Forms Available. At the direction of the Committee (subject to Section 7.3.2), the Trustee shall make distribution of the Participant's Vested Total Account to the Distributee in one of the following ways as the Distributee shall designate in writing:

(a) Lump Sum. If the Distributee is either a Participant or a Beneficiary, in a single lump sum.

(b) Life Annuities for Participant and Surviving Spouse. If the Distributee is either a Participant or a Participant's surviving spouse, by purchasing and distributing a single premium, immediate (not deferred), fixed (not variable) annuity contract which shall be nontransferable to anyone but the issuer, and which shall provide for benefits which are hereinafter defined as a QJ&SA contract in the case of a married Participant, or a Life Annuity contract in the case of an unmarried Participant or the surviving spouse of a Participant.

7.3.2. Presumptive Form. The selection of a form of distribution shall be subject, however, to the following rules:

(a) Required Lump Sum. As provided in Section 7.1.2, if the value of the Participant's Vested Total Account has never exceeded Three Thousand Five Hundred Dollars ($3,500), the distribution shall be made in a single lump sum.

(b) Married Participant. In the case of any distribution which is to be made:

(i) when paragraph (a) above is not applicable, and

(ii) to a Participant who is married on the date when such distribution is to be made, and

(iii) to a Participant who has not rejected distribution in the form of a QJ&SA contract,

distribution shall be effected for such Participant by applying the entire Vested Total Account to purchase and distribute to such Participant a QJ&SA contract. A Participant may reject distribution in the form of a QJ&SA contract by filing with the Committee an affirmative written rejection of distribution in that form and an election of a lump sum form of distribution not more than ninety (90) days before the Valuation Date as of which the distribution is made. Such a rejection may be made or revoked at any time and any number of times until the Valuation Date as of which the distribution to the Participant is made. A rejection shall not be effective unless the Participant's spouse consents. To be valid, the consent of the spouse must be in writing, must acknowledge the effect of the distribution, must be witnessed by a notary public, must be given during the ninety (90) day period before the Valuation Date as of which the distribution is made and must relate to that specific distribution. The consent of the spouse must be to a lump sum form of distribution. The Participant may elect to change the lump sum form of distribution to the QJ&SA contract without any requirement of further spousal consent. The consent of the spouse shall be irrevocable and shall be effective only with respect to that spouse. Within a reasonable period of time prior to the date distribution is to be made to the Participant, there shall be furnished to the Participant a written explanation of the terms and conditions of the QJ&SA contract, the Participant's right to reject, and the effect of rejecting, distribution in the form of the QJ&SA contract, the requirement for the consent of the Participant's spouse, the right to revoke a prior rejection of distribution in the form of a QJ&SA contract, and the right to make any number of further revocations or rejections until the Valuation Date as of which distribution is made.

(c) Unmarried Participant. In the case of any distribution which is to be made:

(i) when paragraph (a) above is not applicable, and

(ii) to a Participant who is not married on the date when such distribution is to be made, and

(iii) to a Participant who has not rejected distribution in the form of a Life Annuity contract,

distribution shall be effected for such Participant by applying the entire Vested Total Account to purchase and distribute to such Participant a Life Annuity contract. A Participant may reject distribution in the form of a Life Annuity contract by filing with the Committee an affirmative written rejection of distribution in that form and an election of a lump sum form of distribution not more than ninety (90) days before the Valuation Date as of which the distribution is made. Such a rejection may be made or revoked at any time and any number of times until the Valuation Date as of which the distribution to the Participant is made. Within a reasonable period of time prior to the date distribution is to be made to the Participant, there shall be furnished to the

Participant a written explanation of the terms and conditions of the Life Annuity contract, the Participant's right to reject, and the effect of rejecting, distribution in the form of the Life Annuity contract, the right to revoke a prior rejection of distribution in the form of a Life Annuity contract, and the right to make any number of further revocations or rejections until the Valuation Date as of which distribution is made.

(d) Surviving Spouse. In the case of a distribution which is made:

(i) when paragraph (a) above is not applicable, and

(ii) to the surviving spouse of a Participant, and

(iii) when such surviving spouse has not rejected distribution in the form of a Life Annuity contract,

distribution shall be effected for such surviving spouse by applying the entire Vested Total Account to purchase and distribute to such surviving spouse a Life Annuity contract. A surviving spouse may reject distribution in the form of a Life Annuity contract by filing with the Committee an affirmative written rejection of distribution in that form and an election of a lump sum form of distribution not more than ninety (90) days before the Valuation Date as of which the distribution is made. Such a rejection may be made or revoked at any time and any number of times until the Valuation Date as of which distribution to the surviving spouse is made. Within a reasonable period of time prior to the date distribution is to be made to the surviving spouse, there shall be furnished to the surviving spouse a written explanation of the terms and conditions of the Life Annuity contract, the surviving spouse's right to reject, and the effect of a rejection of, distribution in the form of the Life Annuity contract, the right to revoke a prior rejection of distribution in the form of a Life Annuity contract, and the right to make any number of further revocations or rejections until the Valuation Date as of which distribution is made.

(e) QJ&SA Contract. A QJ&SA contract is an immediate annuity contract issued as an individual policy or under a master or group contract which provides for a monthly annuity payable to and for the lifetime of the Participant beginning as of the annual Valuation Date as of which it is purchased with a survivor annuity payable monthly after the death of the Participant to and for the lifetime of the surviving spouse of the Participant (to whom the Participant was married on the date as of which the first payment is due) inan amount equal to fifty percent (50%) of the amount payable during the joint lives of the Participant and the surviving spouse. The contract shall be a QJ&SA contract only if it is issued on a premium basis which does not discriminate on the basis of the sex of the Participant or the surviving spouse.

(f) Life Annuity Contract. A Life Annuity contract is an immediate annuity contract issued as an individual policy or under a group or master contract which provides for a monthly annuity payable to and for (i) the lifetime of an unmarried Participant beginning as of the annual Valuation Date as of which it is purchased, or (ii) the lifetime of the surviving spouse of a Participant beginning as of the annual Valuation Date as of which it is purchased. The contract shall be a Life Annuity contract only if it is issued on a premium basis which does not discriminate on the basis of the sex of the Participant or the surviving spouse.

7.3.3. Effect of Reemployment. If a Participant is reemployed by the Employer or an Affiliate after distribution has been scheduled to be made but before the Participant attains Normal Retirement Age and before actual distribution, distribution of the Participant's Vested Total Account shall be suspended and the Vested Total Account shall continue to be held in the Fund until another Event of Maturity effective as to the Participant shall occur after the Participant's reemployment. It is the general intent of this Plan that no distributions shall be made before the Normal Retirement Age of a Participant while a Participant is employed by the Employer or an Affiliate.

7.4. Designation of Beneficiaries.

7.4.1. Right To Designate. Each Participant may designate, upon forms to be furnished by and filed with the Committee, one or more primary Beneficiaries or alternative Beneficiaries to receive all or a specified part of the Participant's Vested Total Account in the event of the Participant's death. The Participant may change or revoke any such designation from time to time without notice to or consent from any Beneficiary or spouse. No such designation, change or revocation shall be effective unless executed by the Participant and received by the Committee during the Participant's lifetime. If, however, such designation of a Beneficiary is made before the first day of the Plan Year in which the Participant attains age thirty-five (35) years and the Participant dies on or after that date while married, the Beneficiary designation is void.

7.4.2. Spousal Consent. Notwithstanding the foregoing, a designation will not be valid for the purpose of paying benefits from the Plan to anyone other than a surviving spouse of the Participant (if there is a surviving spouse) unless that surviving spouse consents in writing to the designation of another person as Beneficiary. To be valid, the consent of such spouse must be in writing, must acknowledge the effect of the designation of the Beneficiary and must be witnessed by a notary public. The consent of the spouse must be to the designation of a specific named Beneficiary which may not be changed without further spousal consent, or alternatively, the consent of the spouse must expressly permit the Participant to make and to change the designation of Beneficiaries without any requirement of further spousal consent. The consent of the spouse to a Beneficiary is a waiver of the spouse's rights to death benefits under the Plan (otherwise sometimes known as the qualified preretirement survivor annuity). The consent of the surviving spouse need not be given at the time the designation is made. The consent of the surviving spouse need not be given before the death of the Participant. The consent of the surviving spouse will be required, however, before benefits can be paid to any person other than the surviving spouse. The consent of a spouse shall be irrevocable and shall be effective only with respect to that spouse.

7.4.3. Failure of Designation. If a Participant:

(a) fails to designate a Beneficiary,

(b) designates a Beneficiary and thereafter such designation is revoked without another Beneficiary being named, or

(c) designates one or more Beneficiaries and all such Beneficiaries so designated fail to survive the Participant,

such Participant's Vested Total Account, or the part thereof as to which such Participant's designation fails, as the case may be, shall be payable to the first class of the following classes of automatic Beneficiaries with a member surviving the Participant and (except in the case of the Participant's surviving issue) in equal shares if there is more than one member in such class surviving the Participant:

Participant's surviving spouse
Participant's surviving issue per stirpes and not per capita
Participant's surviving parents
Participant's surviving brothers and sisters
Representative of Participant's estate.

7.4.4. Disclaimers by Beneficiaries. A Beneficiary entitled to a distribution of all or a portion of a deceased Participant's Vested Total Account may disclaim his or her interest therein subject to the following requirements. To be eligible to disclaim, a Beneficiary must be a natural person, must not have received a distribution of all or any portion of a Vested Total Account at the time such disclaimer is executed and delivered, and must have attained at least age twenty-one (21) years as of the date of the Participant's death. Any disclaimer must be in writing and must be executed personally by the Beneficiary before a notary public. A disclaimer shall state that the Beneficiary's entire interest in the undistributed Vested Total Account is disclaimed or shall specify what portion thereof is disclaimed. To be effective, duplicate original executed copies of the disclaimer must be both executed and actually delivered to both the Committee and to the Trustee after the date of the Participant's death but not later than one hundred eighty (180) days after the date of the Participant's death. A disclaimer shall be irrevocable when delivered to both the Committee and the Trustee. A disclaimer shall be considered to be delivered to the Committee or the Trustee only when actually received by the Committee or the Trustee (and in the case of a corporate Trustee, shall be considered to be delivered only when actually received by a trust officer familiar with the affairs of the Plan). The Committee (and not the Trustee) shall be the sole judge of the content, interpretation and validity of a purported disclaimer. Upon the filing of a valid disclaimer, the Beneficiary shall be considered not to have survived the Participant as to the interest disclaimed. A disclaimer by a Beneficiary shall not be considered to be a transfer of an interest in violation of the provisions of Section 8 and shall not be considered to be an assignment or alienation of benefits in violation of federal law prohibiting the assignment or alienation of benefits under this Plan. No other form of attempted disclaimer shall be recognized by either the Committee or the Trustee.

7.4.5. Definitions. When used herein and, unless the Participant has otherwise specified in the Participant's Beneficiary designation, when used in a Beneficiary designation, "issue" means all persons who are lineal descendants of the person whose issue are referred to, including legally

adopted descendants and their descendants but not including illegitimate descendants and their descendants; "child" means an issue of the first generation; "per stirpes" means in equal shares among living children of the person whose issue are referred to and the issue (taken collectively) of each deceased child of such person, with such issue taking by right of representation of such deceased child; and "survive" and "surviving" mean living after the death of the Participant.

7.4.6. Special Rules. Unless the Participant has otherwise specified in the Participant's Beneficiary designation, the following rules shall apply:

(a) If there is not sufficient evidence that a Beneficiary was living at the time of the death of the Participant, it shall be deemed that the Beneficiary was not living at the time of the death of the Participant.

(b) The automatic Beneficiaries specified in Section 7.4.3 and the Beneficiaries designated by the Participant shall become fixed at the time of the Participant's death so that, if a Beneficiary survives the Participant but dies before the receipt of all payments due such Beneficiary hereunder, such remaining payments shall be payable to the representative of such Beneficiary's estate.

(c) If the Participant designates as a Beneficiary the person who is the Participant's spouse on the date of the designation, either by name or by relationship, or both, the dissolution, annulment or other legal termination of the marriage between the Participant and such person shall automatically revoke such designation. (The foregoing shall not prevent the Participant from designating a former spouse as a Beneficiary on a form executed by the Participant and received by the Committee after the date of the legal termination of the marriage between the Participant and such former spouse, and during the Participant's lifetime.)

(d) Any designation of a nonspouse Beneficiary by name that is accompanied by a description of relationship to the Participant shall be given effect without regard to whether the relationship to the Participant exists either then or at the Participant's death.

(e) Any designation of a Beneficiary only by statement of relationship to the Participant shall be effective only to designate the person or persons standing in such relationship to the Participant at the Participant's death.

A Beneficiary designation is permanently void if it either is executed or is filed by a Participant who, at the time of such execution or filing, is then a minor under the law of the state of the Participant's legal residence. The Committee (and not the Trustee) shall be the sole judge of the content, interpretation and validity of a purported Beneficiary designation.

7.5. Death Prior to Full Distribution. If a Participant dies after the Participant's Event of Maturity but before distribution of the Participant's Vested Total Account has been made, the undistributed Vested Total Account shall be distributed in the same manner as hereinbefore provided in

the Event of Maturity by reason of death. If, at the death of the Participant, any payment to the Participant was due or otherwise pending but not actually paid, the amount of such payment shall be included in the Vested Total Account which is payable to the Beneficiary (and shall not be paid to the Participant's estate).

7.6. Distribution in Cash. Distribution of a Participant's Vested Total Account shall be made in cash.

7.7. Facility of Payment. In case of the legal disability, including minority, of a Participant or Beneficiary entitled to receive any distribution under the Plan, payment shall be made, if the Committee shall be advised of the existence of such condition:

(a) to the duly appointed guardian, conservator or other legal representative of such Participant or Beneficiary, or

(b) to a person or institution entrusted with the care or maintenance of the incompetent or disabled Participant or Beneficiary, provided such person or institution has satisfied the Committee that the payment will be used for the best interest and assist in the care of such Participant or Beneficiary, and provided further, that no prior claim for said payment has been made by aduly appointed guardian, conservator or other legal representative of such Participant or Beneficiary.

Any payment made in accordance with the foregoing provisions of this Section shall constitute a complete discharge of any liability or obligation of the Employer, the Committee, the Trustee and the Fund therefor.

SECTION 8

SPENDTHRIFT PROVISIONS

No Participant or Beneficiary shall have any transmissible interest in any Account nor shall any Participant or Beneficiary have any power to anticipate, alienate, dispose of, pledge or encumber the same while in the possession or control of the Trustee, nor shall the Trustee, the Employer or the Committee recognize any assignment thereof, either in whole or in part, nor shall any Account be subject to attachment, garnishment, execution following judgment or other legal process while in the possession or control of the Trustee.

The power to designate Beneficiaries to receive the Vested Total Account of a Participant in the event of death shall not permit or be construed to permit such power or right to be exercised by the Participant so as thereby to anticipate, pledge, mortgage or encumber the Participant's Account or any part thereof, and any attempt of a Participant so to exercise said power in violation of this provision shall be of no force and effect and shall be disregarded by the Employer, the Committee and the Trustee.

This Section shall not prevent the Employer, the Committee or the Trustee from exercising, in their discretion, any of the applicable powers and options granted to them upon the occurrence of an Event of Maturity, as such powers may be conferred upon them by any applicable provision hereof. This Section shall not prevent the Employer, the Committee or the Trustee from observing the terms of a qualified domestic relations order as provided in Appendix C to this Plan Statement.

SECTION 9

AMENDMENT AND TERMINATION

9.1. Amendment. The Principal Sponsor reserves the power to amend this Plan Statement in any respect and either prospectively or retroactively or both:

(a) in any respect by resolution of its Board of Directors; and

(b) in any respect that does not materially increase the cost of the Plan by action of the Committee (with the written concurrence of the Chief Executive Officer of the Principal Sponsor);

provided that no amendment shall be effective to reduce or divest the Total Account of any Participant unless the same shall have been adopted with the consent of the Secretary of Labor pursuant to the provisions of ERISA, or in order to comply with the provisions of the Code and the regulations and rulings thereunder affecting the tax-qualified status of the Plan and the deductibility of Employer contributions thereto. Notwithstanding the foregoing, no amendment shall be effective to increase the duties of the Trustee without its consent.

9.2. Discontinuance of Contributions and Termination of Plan. The Principal Sponsor reserves the right to reduce, suspend or discontinue its contributions to the Plan and to terminate the Plan herein embodied in its entirety.

9.3. Merger or Spinoff of Plans.

9.3.1. In General. The Principal Sponsor may cause all or a part of this Plan to be merged with all or a part of any other plan and may cause all or a part of the assets and liabilities to be transferred from this Plan to another plan. In the case of merger or consolidation of this Plan with, or transfer of assets and liabilities of this Plan to, any other plan, each Participant shall (if such other plan were then terminated) receive a benefit immediately after the merger, consolidation or transfer which is not less than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation or transfer (if this Plan had then terminated). If the Principal Sponsor agrees to a transfer of assets and liabilities to or from another plan, the agreement under which such transfer is concluded (or an amendment of or appendix to this Plan Statement) shall specify the Accounts to which the transferred amounts are to be credited.

9.3.2. Limitations. In no event shall assets be transferred from any other plan to this Plan unless this Plan complies (or has been amended to comply) with the optional form of benefit requirements of section 411(d)(6)(B)(ii) of the Internal Revenue Code (or, where applicable, the distribution rules of section 401(k) of the Internal Revenue Code) with respect to such transferred assets. In no event shall assets be transferred from this Plan to any other plan unless such other plan complies (or has been amended to comply) with the optional form of benefit requirements of section 411(d)(6)(B)(ii) of the Internal Revenue Code with respect to such transferred assets.

9.3.3. Beneficiary Designations. If assets and liabilities are transferred from another plan to this Plan, Beneficiary designations made under that plan shall become void with respect to deaths occurring on or after the date as of which such transfer is made and the Beneficiary designation rules of this Plan Statement shall apply beginning on such date.

9.4. Adoption by Affiliates.

9.4.1. Adoption by Consent. The Principal Sponsor may consent to the adoption of the Plan by any business entity affiliated in ownership with the Principal Sponsor subject to such conditions as the Principal Sponsor may impose.

9.4.2. Procedure for Adoption. Any such adopting business entity shall initiate its adoption of the Plan by delivery of a certified copy of the resolutions of its board of directors (or other authorized body or individual) adopting this Plan Statement to the Principal Sponsor. Upon the consent by the Principal Sponsor to the adoption by the adopting business entity, and the delivery to the Trustee of written evidence of the Principal Sponsor's consent, the adoption of the Plan by the adopting business entity shall be effective as of the date specified by the Principal Sponsor. If such adopting business entity is not a corporation, any reference in the Plan Statement to its board of directors shall be deemed to refer to such entity's governing body or other authorized individual.

9.4.3. Effect of Adoption. Upon the adoption of the Plan by an adopting business entity as heretofore provided, the adopting business entity shall be an Employer hereunder in all respects. Each adopting business entity, as a condition of continued participation in the Plan, delegates to the Principal Sponsor the sole power and authority over all Plan matters except that the board of directors of each adopting business entity shall have the power to amend this Plan Statement as applied to it by establishing a successor plan to which assets and liabilities may be transferred as provided in Section 9.3 and to terminate the Plan as applied to it. Each reference herein to the Employer shall include the Principal Sponsor and all adopting business entities unless the context clearly requires otherwise.

SECTION 10

CONCERNING THE TRUSTEE

10.1. Dealings with Trustee.

10.1.1. No Duty to Inquire. No person, firm or corporation dealing with the Trustee shall be required to take cognizance of the provisions of this Plan Statement or be required to make inquiry as to the authority of the Trustee to do any act which the Trustee shall do hereunder. No person, firm or corporation dealing with the Trustee shall be required to see either to the administration of the Plan or the Fund or to the faithful performance by the Trustee of its duties hereunder (except to the extent otherwise provided by ERISA). Any such person, firm or corporation shall be entitled to assume conclusively that the Trustee is properly authorized to do any act which it shall do hereunder. Any such person, firm or corporation shall be under no liability to anyone whomsoever for any act done hereunder pursuant to the written direction of the Trustee.

10.1.2. Assumed Authority. Any such person, firm or corporation may conclusively assume that the Trustee has full power and authority to receive and receipt for any money or property becoming due and payable to the Trustee. No such person shall be bound to inquire as to the disposition or application of any money or property paid to the Trustee or paid in accordance with the written directions of the Trustee.

10.2. Compensation of Trustee. If a corporate Trustee shall be acting hereunder, the corporate Trustee shall be entitled to receive compensation for its services as Trustee hereunder as may be agreed upon from time to time by the Principal Sponsor and the Trustee. Any individual Trustee who already receives full-time pay from the Employer shall receive no compensation for services hereunder. Other individual Trustees shall likewise serve without compensation unless they shall otherwise specifically agree with the Principal Sponsor to the contrary. In any event, however, the Trustee (whether corporate or individual Trustees be acting) shall be entitled to receive reimbursement for reasonable expenses, fees, costs and other charges incurred by it or payable by it on account of the administration of the Plan and the Fund to the extent approved by the Principal Sponsor. Such items of expense and compensation shall be payable out of the Fund in a fair and equitable manner as determined by the Trustee, except to the extent that the Employer, in its discretion, directly pays the Trustee.

10.3. Resignation and Removal of Trustee.

10.3.1. Resignation, Removal and Appointment. The Trustee (or in the event two or more co-trustees are acting, any such co-trustee) may resign by giving thirty (30) days' notice of intention so to do to the Principal Sponsor or such shorter notice as the Principal Sponsor may approve. The Principal Sponsor may remove any Trustee or successor Trustee hereunder by giving such Trustee (or any co-trustee) thirty (30) days' written notice of removal by certified mail. The Principal Sponsor shall have the power to appoint one or more individual or corporate Trustees, or both, as additional or successor Trustees.

10.3.2. Automatic Removal. If any individual who is a Trustee is a director, officer or employee when appointed as a Trustee, then such individual shall be automatically removed as a Trustee at the earliest time such individual ceases to be a director, officer or employee. This removal shall occur automatically and without any requirement for action by the Principal Sponsor or any notice to the individual so removed.

10.3.3. Surviving Trustees. When any person appointed, qualified and serving as a Trustee hereunder shall cease to be a Trustee of the Fund, the remaining Trustee or Trustees then serving hereunder, or the successor Trustee or Trustees appointed hereunder, as the case may be, shall thereupon be and become vested with full title and right to possession of allassets and records of the Plan and the Fund in the possession or control of such prior Trustee, and the prior Trustee shall forthwith account for and deliver the same to such remaining or successor Trustee or Trustees.

10.3.4. Successor Organizations. By designating a corporate Trustee, original or successor, hereunder, there is included in such designation and as a part thereof any other corporation possessing trust powers and authorized by law to accept the Plan and the Fund into which or with which the designated corporate Trustee, original or successor, shall be converted, consolidated or merged, and the corporation into which or with which any corporate Trustee hereunder shall be so converted, consolidated or merged shall continue to be the corporate Trustee of the Plan and the Fund.

10.3.5. Co-Trustee Responsibility. No Trustee shall be or become liable for any act or omission of a co-trustee serving hereunder with the Trustee (except to the extent that liability is imposed under ERISA) or of a prior Trustee hereunder, it being the purpose and intent that each Trustee shall be liable only for the Trustee's own acts or omissions during the Trustee's term of service as Trustee hereunder.

10.3.6. Allocation of Responsibility. If there shall at any time be two (2) or more co-trustees serving hereunder, such Trustees, in addition to all other powers and authorities vested in them by law or conferred upon them by any provision of this Plan Statement, shall have power to allocate and reallocate from time to time to any one or more of their number specific responsibilities, obligations or duties and may delegate and redelegate from time to time to any one or more of their number the exercise of any right, power or discretion vested in the Trustees by law or conferred upon them by any provision of this Plan Statement, and any person, firm or corporation dealing with the co-trustees with respect to the Plan or the Fund may assume conclusively that any action taken or instrument executed by any one of such co-trustees is the action of all the co-trustees serving hereunder, and that authority for the doing of such act or the execution of such instrument has been conferred upon and delegated to the Trustee doing such act or executing such instrument. If any responsibility, obligation, duty, right, power or discretion vested in the Trustee is allocated or delegated to one or more co-trustees, the remaining co-trustees shall not be or become liable for an act or omission by the co-trustees to whom a right, power or discretion was delegated while such co-trustees were acting pursuant to such delegation.

10.3.7. Majority Decisions. If there shall at any time be three (3) or more co-trustees serving hereunder who are qualified to perform a particular act, the same may be performed, on behalf of all, by a majority of those qualified, with or without the concurrence of the minority. No person who failed to join or concur in such act shall be held liable for the consequences thereof, except to the extent that liability is imposed under ERISA.

10.4. Accountings by Trustee.

10.4.1. Periodic Reports. The Trustee shall render to the Principal Sponsor and to the Committee an account and report as soon as practicable after each Annual Valuation Date (and as soon as may be practicable after each other Valuation Date) showing all transactions affecting the administration of the Plan and the Fund, including, but not necessarily limited to, such information concerning the Plan and the Fund and the administration thereof by the Trustee as shall be requested in writing by the Principal Sponsor or the Committee.

10.4.2. Special Reports. The Trustee shall also render such further reports from time to time as may be requested by the Principal Sponsor and shall submit its final report and account to the Principal Sponsor when it shall cease to be Trustee hereunder, whether by resignation or other cause.

10.5. Trustee's Power to Protect Itself on Account of Taxes. As a condition to making the distribution of a Participant's Vested Total Account during the Participant's lifetime, the Trustee may require the Participant (or the person or persons entitled to receive theParticipant's Vested Total Account in the event of the Participant's death) to furnish the Trustee with proof of payment of all income, inheritance, estate, transfer, legacy and succession taxes and all other taxes of any different type or kind that may be imposed under or by virtue of any state or federal statute or law upon the payment, transfer, descent or distribution of such Vested Total Account and for the payment of which the Trustee may, in its judgment, be directly or indirectly liable. In lieu of the foregoing, the Trustee may deduct, withhold and transmit to the proper taxing authorities any such tax which it may be permitted or required to deduct and withhold and the Vested Total Account to be distributed in such case shall be correspondingly reduced. Unless the Principal Sponsor and the Trustee agree otherwise in writing, the Trustee shall be responsible for withholding federal income taxes and for providing all required notices and elections concerning such withholding to all Participants and Beneficiaries.

10.6. Other Trust Powers. Except to the extent that the Trustee is subject to the authorized and properly given investment directions of a Participant, Beneficiary or Investment Manager (and in extension, but not in limitation, of the rights, powers and discretions conferred upon the Trustee herein), the Trustee shall have and may exercise from time to time in the administration of the Plan and the Fund, for the purpose of distribution after the termination thereof, and for the purpose of distribution of Vested Total Accounts, without order or license of any court, any one or more or all of the following rights, powers and discretions:

(a) To invest and reinvest any Subfunds established pursuant to Section 4.1 in accordance with the investment characteristics and objectives determined therefor and to invest and reinvest the assets of the Fund in any securities or properties in which an individual could invest the individual's own funds and which it deems for the best interest of the Fund, without limitation by any statute, rule of law or regulation of any governmental body prescribing or limiting the investment of trust assets by corporate or individual trustees, in or to certain kinds, types or classes of investments or prescribing or limiting the portion of the Fund which may be invested in any one property or kind, type or class of investment. Specifically and without limiting the generality of the foregoing, the Trustee may invest and reinvest principal and accumulated

income of the Fund in any real or personal property; preferred or common stocks of any kind or class of any corporation, including but not limited to investment and small business investment companies of all types; voting trust certificates; interests in investment trusts; shares of mutual funds; interests in any limited or general partnership or other business enterprise, however organized and for whatever purpose; group or individual annuity contracts (which may involve investment in the issuer's general account or any of its separate accounts); interests in common or collective trusts, variable interest notes or any other type of collective fund maintained by a bank or similar institution (whether or not the Trustee hereunder); bonds, notes and debentures, secured or unsecured; mortgages, leases or other interests in real or personal property; interests in mineral, gas, oil or timber properties or other wasting assets; call options; put options; commodity or financial futures contracts; foreign currency; interest-bearing certificates or accounts in a bank or similar financial institution, including the Trustee or an affiliate of the Trustee provided such certificates, accounts or instruments bear a reasonable rate of interest; insurance contracts on the life of any "keyman" or shareholder of the Employer; or conditional sales contracts. Prior to maturity and distribution of the Vested Total Accounts of Participants, the Trustee shall commingle the Accounts of Participants in each Subfund and invest, reinvest, control and manage each of the same as a common trust fund.

(b) To sell, exchange or otherwise dispose of any asset of whatsoever character at any time held by the Trustee in trust hereunder.

(c) To segregate any part or portion of the Fund for the purpose of administration or distribution thereof and, in its sole discretion, to hold the Fund uninvested whenever and for so long as, in the Trustee's discretion, the same is likely to be required for the payment in cash of Accounts normally expected to become distributable in the near future, or whenever, and for as long as, market conditions are uncertain, or for any other reason which, in the Trustee's discretion, requires such action or makes such action advisable.

(d) To hold uninvested reasonable amounts of cash whenever it is deemed advisable to do so to facilitate disbursements or for other operational reasons, and to deposit the same, with or without interest, in the commercial or savings departments of the Trustee serving hereunder or of any other bank, trust company or other financial institution including those affiliated with the Trustee.

(e) To register any investment held in the Fund in the name of the Trustee, without trust designation, or in the name of a nominee or nominees, and to hold any investment in bearer form, but the records of the Trustee shall at all times show that all such investments are part of the Fund, and the Trustee shall be as responsible for any act or default of any such nominee as for its own.

(f) Subject to the prior approval of the Committee, to retain and employ such attorneys, agents and servants as may be necessary or desirable, in the opinion of the Trustee, in the administration of the Fund, and to pay them such reasonable compensation for their services as may be agreed upon as an expense of administration of the Fund, including power to employ and retain counsel upon any matter of doubt as to the meaning of or interpretation to be placed upon this Plan Statement or any provisions thereof with reference to any question arising in the administration of the Fund or pertaining to the distribution thereof or pertaining to the rights and liabilities of the Trustee hereunder or to the rights and claims of Participants and Beneficiaries. The Trustee, in any such event, may act in reliance upon the advice, opinions, records, statements and computations of any attorneys and agents and on the records, statements and computations of any servants so selected by it in good faith and shall be released and exonerated of and from all liability to anyone in so doing (except to the extent that liability is imposed under ERISA).

(g) Subject to the prior approval of the Committee, to institute, prosecute and maintain, or to defend, any proceeding at law or in equity concerning the Plan or the Fund or the assets thereof or any claims thereto, or the interests of Participants and Beneficiaries hereunder at the sole cost and expense of the Fund or at the sole cost and expense of the Total Account of the Participant who may be concerned therein or who may be affected thereby as, in the Trustee's opinion, shall be fair and equitable in each case, and to compromise, settle and adjust all claims and liabilities asserted by or against the Plan or the Fund or asserted by or against the Trustee, on such terms as the Trustee, in each such case, shall deem reasonable and proper. The Trustee shall be under no duty or obligation to institute, prosecute, maintain or defend any suit, action or other legal proceeding unless it shall be indemnified to its satisfaction against all expenses and liabilities which it may sustain or anticipate by reason thereof.

(h) To institute, participate and join in any plan of reorganization, readjustment, merger or consolidation with respect to the issuer of any securities held by the Trustee hereunder, and to use any other means of protecting anddealing with any of the assets of the Fund which it believes reasonably necessary or proper and, in general, to exercise each and every other power or right with respect to each asset or investment held by it hereunder as individuals generally have and enjoy with respect to their own assets and investment, including power to vote upon any securities or other assets having voting power which it may hold from time to time, and to give proxies with respect thereto, with or without power of substitution or revocation, and to deposit assets or investments with any protective committee, or with trustees or depositaries designated by any such committee or by any such trustees or any court. Notwithstanding the foregoing, an Investment Manager shall have any or all of such powers and rights with respect to Plan assets for which it has investment responsibility but only if (and only to the extent that) such powers and rights are expressly given

to such Investment Manager in a written agreement signed by it and acknowledged in writing by the Trustee. In all other cases, such powers and rights shall be exercised solely by the Trustee. Furthermore, neither the Trustee nor the Investment Manager, as the case may be, shall vote or take similar actions with respect to any security in which it may have an interest, direct or indirect. In such case, the Trustee or Investment Manager shall notify the Principal Sponsor and the Principal Sponsor shall direct the Trustee or the Investment Manager with respect to such voting or similar action.

(i) In any matter of doubt affecting the meaning, purpose or intent of any provision of this Plan Statement which directly affects its duties, to determine such meaning, purpose or intent.

(j) To require, as a condition to distribution of any Vested Total Account, proof of identity or of authority of the person entitled to receive the same, including power to require reasonable indemnification on that account as a condition precedent to its obligation to make distribution hereunder.

(k) To collect, receive, receipt and give quittance for all payments that may be or become due and payable on account of any asset in trust hereunder which has not, by act of the Trustee taken pursuant thereto, been made payable to others; and payment thereof by the company issuing the same, or by the party obligated thereon, as the case may be, when made to the Trustee hereunder or to any person or persons designated by the Trustee, shall acquit, release and discharge such company or obligated party from any and all liability on account thereof.

(l) To determine from time to time, as required for the purpose of distribution or for the purpose of allocating trust income or for any other purpose of the Plan, the then value of the Fund and the Accounts in the Fund, the Trustee, in each such case, using and employing for that purpose the fair market value of each of the assets constituting the Fund. Each such determination so made by the Trustee in good faith shall be binding and conclusive upon all persons interested or becoming interested in the Plan or the Fund.

(m) To receive and retain contributions made in a form other than cash in the form in which the same are received until such time as the Trustee, in its sole discretion, deems it advisable to sell or otherwise dispose of such assets.

(n) To commingle, for investment purposes, the assets of the Fund with the assets of any other qualified retirement plan trust fund of the Employer, provided that the records of the Trustee shall reflect the relative interests of the separate trusts in such commingled fund.

(o) To grant options for the sale or other disposition of Fund assets; to purchase options for the acquisition of assets of any type; and to buy and sell (including short sales) call options, put options and futures contracts.

(p) To have and to exercise such other and additional powers as may be advisable or proper in its opinion for the effective and economical administration of the Fund.

(q) To deposit any part or all of the assets in any collective trust fund which is now or hereafter maintained by the Trustee, an agent of the Trustee or an Investment Manager as a medium for the collective investment of funds of pension, profit sharing or other employee benefit plans, and which is qualified under section 401(a) of the Code and exempt from taxation under section 501(a) of the Code, and to withdraw any part or all of the assets so deposited and any assets deposited with the trustee of a collective trust fund shall be held and invested by the trustee thereunder pursuant to all the terms and conditions of the trust agreement or declaration of trust establishing the fund, which are hereby incorporated herein by reference and shall prevail over any contrary provisions of this Plan Statement.

(r) To deposit any part or all of the assets with the trustee of any master investment trust maintained by the Principal Sponsor for the investment of assets of qualified pension, profit sharing or stock bonus plans it or its subsidiaries maintain and to withdraw any part or all of the assets so deposited, and any assets deposited with the trustee of a master investment trust shall be held and invested by that trustee pursuant to the terms and conditions of the master investment trust document, which is hereby incorporated herein by reference and shall prevail over any contrary provision of this Plan Statement.

10.7. Investment Managers.

10.7.1. Appointment and Qualifications. The Principal Sponsor shall have the power to appoint from time to time one or more Investment Managers to direct the Trustee in the investment of, or to assume complete investment responsibility over, all or any portion of the Fund. An Investment Manager may be any person or firm (a) which is either (1) registered as an investment adviser under the Investment Advisers Act of 1940, (2) a bank, or (3) an insurance company which is qualified to perform the services of an Investment Manager under the laws of more than one state; and (b) which acknowledges in writing that it is a fiduciary with respect to the Plan. The conditions prescribed in the preceding sentence shall apply to the issuer of any group annuity contract hereunder only if, and to the extent that, such issuer would otherwise be considered a "fiduciary" with respect to the Plan, within the meaning of ERISA.

10.7.2. Removal. The Principal Sponsor may remove any such Investment Manager and shall have the power to appoint a successor or successors from time to time in succession to any Investment Manager who shall be removed, shall resign or shall otherwise cease to serve hereunder.

10.7.3. Relation to Other Fiduciaries. The Trustee shall comply with all investment directions given to the Trustee with respect to the designated portion of the Fund, and the Trustee shall be released and exonerated of and from all liability for or on account of any action taken or not taken by it pursuant to the directions of such Investment Manager, except to the extent that liability is imposed

under ERISA. Neither the Employer or any of its officers, directors or employees nor any member of the Committee shall be liable for the acts or omissions of the Trustee or of any Investment Manager appointed hereunder. The fees and expenses of any Investment Manager, as agreed upon from time to time between theInvestment Manager and the Employer, shall be charged to and paid from the Fund in a fair and equitable manner, except to the extent that the Employer, in its discretion, may pay such directly to the Investment Manager.

10.8. No Investment in Employer Real Property. Notwithstanding any other provision of this Plan Statement, the Plan may not acquire or hold any "employer real property" as that term is defined in section 407(d) of ERISA.

10.9. No Investment in Employer Securities. Notwithstanding any other provision of this Plan Statement, the Plan may not acquire or hold any "employer security" as that term is defined in section 407(d)(5) of ERISA).

10.10. Fiduciary Principles. The Trustee and each other fiduciary hereunder, in the exercise of each and every power or discretion vested in them by the provisions of this Plan Statement, shall (subject to the provisions of ERISA) discharge their duties with respect to the Plan solely in the interest of the Participants and Beneficiaries:

(a) for the exclusive purpose of:

(i) providing benefits to Participants and Beneficiaries, and

(ii) defraying reasonable expenses of administering the Plan,

(b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims,

(c) by diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, and

(d) in accordance with the documents and instruments governing the Plan, insofar as they are consistent with the provisions of ERISA.

Notwithstanding anything in this Plan Statement to the contrary, any provision hereof which purports to relieve a fiduciary from responsibility or liability for any responsibility, obligation or duty under Part 4 of Subtitle B of Title I of ERISA shall, to the extent the same is inconsistent with said Part 4, be deemed void.

10.11. Prohibited Transactions. Except as may be permitted by law, no Trustee or other fiduciary hereunder shall permit the Plan to engage, directly or indirectly, in any of the following transactions with a person who is a "disqualified person" (as defined in section 4975 of the Code) or a "party in interest" (as defined in section 3(14) of ERISA):

(a) sale, exchange or leasing of any property between the Plan and such person,

(b) lending of money or other extension of credit between the Plan and such person,

(c) furnishing of goods, services or facilities between the Plan and such person,

(d) transfer to, or use by or for the benefit of, such person of the income or assets of the Plan,

(e) act by such person who is a fiduciary hereunder whereby the fiduciary deals with the income or assets of the Plan in the fiduciary's own interest or for the fiduciary's own account, or

(f) receipt of any consideration for the fiduciary's own personal account by such person who is a fiduciary from any party dealing with the Plan in connection with a transaction involving the income or assets of the Plan.

10.12. Indemnity. Each individual (as distinguished from corporate) trustee of the Plan or officer, director or employee of the Employer shall, except as prohibited by law, be indemnified and held harmless by the Employer from any and all liabilities, costs and expenses (including legal fees), to the extent not covered by liability insurance, arising out of any action taken by such individual with respect to the Plan, whether imposed under ERISA or otherwise, unless the liability, cost or expense arises from the individual's claim for his or her own benefit, the proven gross negligence, the bad faith or, if the individual had reasonable cause to believe his or her conduct was unlawful, the criminal misconduct of such individual. This indemnification shall continue as to an individual who has ceased to be a trustee of the Plan or officer, director or employee of the Employer and shall inure to the benefit of the heirs, executors and administrators of such an individual.

SECTION 11

DETERMINATIONS -- RULES AND REGULATIONS

11.1. Determinations. The Committee shall make such determinations as may be required from time to time in the administration of the Plan. The Committee shall have the sole discretion, authority and responsibility to interpret and construe the Plan Statement and to determine all factual and legal questions under the Plan, including but not limited to the entitlement of employees, Participants and Beneficiaries and the amounts of their respective interests. The Trustee and other interested parties may act and rely upon all information reported to them hereunder and need not inquire into the accuracy thereof, nor be charged with any notice to the contrary.

11.2. Rules and Regulations. Any rule not in conflict or at variance with the provisions hereof may be adopted by the Committee.

11.3. Method of Executing Instruments.

11.3.1. Employer or Committee. Information to be supplied or written notices to be made or consents to be given by the Principal Sponsor, the Employer or the Committee pursuant to any provision of this Plan Statement may be signed in the name of the Principal Sponsor or Employer by any officer or by any employee who has been authorized to make such certification or to give such notices or consents or by any Committee member.

11.3.2. Trustee. Any instrument or written notice required, necessary or advisable to be made or given by the Trustee may be signed by any Trustee, if all Trustees serving hereunder are individuals, or by any authorized officer or employee of the Trustee, if a corporate Trustee shall be acting hereunder as sole Trustee, or by any such officer or employee of the corporate Trustee or by an individual Trustee acting hereunder, if corporate and individual Trustees shall be serving as co-trustees hereunder.

11.4. Claims Procedure. Until modified by the Committee, the claims procedure set forth in this Section 11.4 shall be the claims procedure for the resolution of disputes and disposition of claims arising under the Plan. An application for a distribution under Section 7 shall be considered as a claim for the purposes of this Section.

11.4.1. Original Claim. Any employee, former employee, or Beneficiary of such employee or former employee may, if the employee, former employee or Beneficiary so desires, file with the Committee a written claim for benefits under the Plan. Within ninety (90) days after the filing of such a claim, the Committee shall notify the claimant in writing whether the claim is upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific special circumstances requiring a specified amount of additional time (but not more than one hundred eighty days from the date the claim was filed) to reach a decision on the claim. If the claim is denied in whole or in part, the Committee shall state in writing:

(a) the specific reasons for the denial,

(b) the specific references to the pertinent provisions of this Plan Statement on which the denial is based,

(c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and

(d) an explanation of the claims review procedure set forth in this Section.

11.4.2. Claims Review Procedure. Within sixty (60) days after receipt of notice that the claim has been denied in whole or in part, the claimant may file with the Committee a written request for a review and may, in conjunction therewith, submit written issues and comments. Within sixty (60) days after the filing of such a request for review, the Committee shall notify the claimant in writing whether, upon review, the claim was upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific special circumstances requiring a specified amount of additional time (but not more than one hundred twenty days from the date the request for review was filed) to reach a decision on the request for review.

11.4.3. General Rules.

(a) No inquiry or question shall be deemed to be a claim or a request for a review of a denied claim unless made in accordance with the claims procedure. The Committee may require that any claim for benefits and any request for a review of a denied claim be filed on forms to be furnished by the Committee upon request.

(b) All decisions on claims and on requests for a review of denied claims shall be made by the Committee unless delegated as provided in Section 12.2.

(c) The Committee may, in its discretion, hold one or more hearings on a claim or a request for a review of a denied claim.

(d) Claimants may be represented by a lawyer or other representative at their own expense, but the Committee reserves the right to require the claimant to furnish written authorization. A claimant's representative shall be entitled to copies of all notices given to the claimant.

(e) The decision of the Committee on a claim and on a request for a review of a denied claim shall be served on the claimant in writing. If a decision or notice is not received by a claimant within the time specified, the claim or request for a review of a denied claim shall be deemed to have been denied.

(f) Prior to filing a claim or a request for a review of a denied claim, the claimant or the claimant's representative shall have a reasonable opportunity to review a copy of this Plan Statement and all other pertinent documents in the possession of the Employer, the Committee and the Trustee.

11.5. Information Furnished by Participants. Neither the Employer nor the Committee nor the Trustee shall be liable or responsible for any error in the computation of the Account of a Participant resulting from any misstatement of fact made by the Participant, directly or indirectly, to the Employer, the Committee or the Trustee and used by them in determining the Participant's Account. Neither the Employer nor the Committee nor the Trustee shall be obligated or required to increase the Account of such Participant which, on discovery of the misstatement, is found to be understated as a result of such misstatement of the Participant. However, the Account of any Participant which is overstated by reason of any such misstatement shall be reduced to the amount appropriate for the Participant in view of the truth. Any refund received upon reduction of an Account so made shall be used to reduce the next succeeding contribution of the Employer to the Plan.

SECTION 12

PLAN ADMINISTRATION

12.1. Principal Sponsor.

12.1.1. Officers. Except as hereinafter provided, functions generally assigned to the Principal Sponsor shall be discharged by its officers or delegated and allocated as provided herein.

12.1.2. Chief Executive Officer. Except as hereinafter provided, the Chief Executive Officer of the Principal Sponsor may delegate or redelegate and allocate and reallocate to one or more persons or to a committee of persons jointly or severally, and whether or not such persons are directors, officers or employees, such functions assigned to the Principal Sponsor hereunder as the Chief Executive Officer may from time to time deem advisable.

12.1.3. Board of Directors. Notwithstanding the foregoing, the Board of Directors of the Principal Sponsor shall have the exclusive authority, which may not be delegated, to act for the Principal Sponsor:

(a) to terminate the Plan,

(b) to appoint or remove a Trustee or accept the resignation of a Trustee; to appoint or remove an Investment Manager,

(c) to determine the Employer contribution under Section 3; to reduce, suspend or discontinue contributions to the Plan,

(d) to consent to the adoption of the Plan by other affiliated business entities; to establish conditions and limitations upon such adoption of the Plan by other affiliated business entities; to designate Affiliates, and

(e) to cause the Plan to be merged with another plan and to transfer assets and liabilities between the Plan and another.

12.2. Committee.

12.2.1. Appointment and Removal. The Committee shall consist of such members as may be determined and appointed from time to time by the Principal Sponsor and they shall serve at the pleasure of such Principal Sponsor. Members of the Committee shall serve without compensation, but their reasonable expenses shall be an expense of the administration of the Fund and shall be paid by the Trustee from and out of the Fund except to the extent the Employer, in its discretion, directly pays such expenses.

12.2.2. Automatic Removal. If any individual who is a member of the Committee is a director, officer or employee when appointed as a member of the Committee, then such individual

shall be automatically removed as a member of the Committee at the earliest time such individual ceases to be a director, officer or employee. This removal shall occur automatically and without any requirement for action by the Principal Sponsor or any notice to the individual so removed.

12.2.3. Authority. The Committee may elect such officers as the Committee may decide upon. The Committee shall:

(a) establish rules for the functioning of the Committee, including the times and places for holding meetings, the notices to be given in respect of suchmeetings and the number of members who shall constitute a quorum for the transaction of business,

(b) organize and delegate to such of its members as it shall select authority to execute or authenticate rules, advisory opinions or instructions, and other instruments adopted or authorized by the Committee; adopt such bylaws or regulations as it deems desirable for the conduct of its affairs; appoint a secretary, who need not be a member of the Committee, to keep its records and otherwise assist the Committee in the performance of its duties; keep a record of all its proceedings and acts and keep all books of account, records and other data as may be necessary for the proper administration of the Plan; notify the Employer and the Trustee of any action taken by the Committee and, when required, notify any other interested person or persons,

(c) determine from the records of the Employer the compensation, service records, status and other facts regarding Participants and other employees,

(d) cause to be compiled at least annually, from the records of the Committee and the reports and accountings of the Trustee, a report or accounting of the status of the Plan and the Accounts of the Participants, and make it available to each Participant who shall have the right to examine that part of such report or accounting (or a true and correct copy of such part) which sets forth the Participant's benefits and ratable interest in the Fund,

(e) prescribe forms to be used for applications for participation, benefits, notifications, etc., as may be required in the administration of the Plan,

(f) set up such rules as are deemed necessary to carry out the terms of this Plan Statement,

(g) resolve all questions of administration of the Plan not specifically referred to in this Section,

(h) delegate or redelegate to one or more persons, jointly or severally, and whether or not such persons are members of the Committee or employees of the Employer, such functions assigned to the Committee hereunder as it may from time to time deem advisable, and

(i) perform all other acts reasonably necessary for administering the Plan and carrying out the provisions of this Plan Statement and performing the duties imposed on it.

12.2.4. Majority Decisions. If there shall at any time be three (3) or more members of the Committee serving hereunder who are qualified to perform a particular act, the same may be performed, on behalf of all, by a majority of those qualified, with or without the concurrence of the minority. No person who failed to join or concur in such act shall be held liable for the consequences thereof, except to the extent that liability is imposed under ERISA.

12.3. Limitation on Authority.

12.3.1. Fiduciaries Generally. No action taken by any fiduciary, if authority to take such action has been delegated or redelegated to it, shall be the responsibility of any other fiduciary except as may be required by the provisions of ERISA. Except to the extent imposed by ERISA, no fiduciary shall have the duty to question whether any other fiduciary is fulfilling all of the responsibility imposed upon such other fiduciary by the Plan Statement or by ERISA.

12.3.2. Trustee. The responsibilities and obligations of the Trustee shall be strictly limited to those set forth in this Plan Statement. The Trustee shall have no authority or duty to determine or enforce payment of any Employer contribution under the Plan or to determine the existence, nature or extent of any individual's rights in the Fund or under the Plan or question any determination made by the Principal Sponsor or the Committee regarding the same. Nor shall the Trustee be responsible in any way for the manner in which the Principal Sponsor, the Employer or the Committee carries out its responsibilities under this Plan Statement or, more generally, under the Plan. The Trustee shall give the Principal Sponsor notice of (and tender to the Principal Sponsor) the prosecution or defense of any litigation involving the Plan, the Fund or other fiduciaries of the Plan.

12.4. Conflict of Interest. If any officer or employee of the Employer, any member of the board of directors of the Employer, any member of the Committee or any Trustee to whom authority has been delegated or redelegated hereunder shall also be a Participant or Beneficiary in the Plan, the individual shall have no authority as such officer, employee, member or Trustee with respect to any matter specially affecting his or her individual interest hereunder (as distinguished from the interests of all Participants and Beneficiaries or a broad class of Participants and Beneficiaries), all such authority being reserved exclusively to the other officers, employees, members or Trustees as the case may be, to the exclusion of such Participant or Beneficiary, and such Participant or Beneficiary shall act only in his or her individual capacity in connection with any such matter.

12.5. Dual Capacity. Individuals, firms, corporations or partnerships identified herein or delegated or allocated authority or responsibility hereunder may serve in more than one fiduciary capacity.

12.6. Administrator. The Principal Sponsor shall be the administrator for purposes of section 3(16)(A) of ERISA.

12.7. Named Fiduciaries. The Employer, the officers and board of directors of the Principal Sponsor, the Committee and the Trustee shall be named fiduciaries for the purpose of section 402(a) of ERISA.

12.8. Service of Process. In the absence of any designation to the contrary by the Principal Sponsor, the President of the Principal Sponsor is designated as the appropriate and exclusive agent for the receipt of service of process directed to the Plan in any legal proceeding, including arbitration, involving the Plan.

12.9. Administrative Expenses. The reasonable expenses of administering the Plan shall be payable out of the Fund except to the extent that the Employer, in its discretion, directly pays the expenses.

12.10. IRS Qualification. This Plan is intended to qualify under section 401(a) of the Code as a defined contribution money purchase pension plan (and not as a defined contribution profit sharing plan or stock bonus plan or a defined benefit pension plan).

SECTION 13

IN GENERAL

13.1. Disclaimers.

13.1.1. Effect on Employment. Neither the terms of this Plan Statement nor the benefits hereunder nor the continuance thereof shall be a term of the employment of any employee, and the Employer shall not be obligated to continue the Plan. The terms of this Plan Statement shall not give any employee the right to be retained in the employment of the Employer.

13.1.2. Sole Source of Benefits. Neither the Employer nor any of its officers nor any member of its board of directors nor any member of the Committee nor the Trustee in any way guarantee the Fund against loss or depreciation, nor do they guarantee the payment of any benefit or amount which may become due and payable hereunder to any Participant, Beneficiary or other person. Each Participant, Beneficiary or other person entitled at any time to payments hereunder shall look solely to the assets of the Fund for such payments. If a Vested Total Account shall have been distributed to a former Participant, Beneficiary or any other person entitled jointly to the receipt thereof (or shall have been transferred to the Trustee of another tax-qualified deferred compensation plan), such former Participant, Beneficiary or other person, as the case may be, shall have no further right or interest in the other assets of the Fund.

13.1.3. Co-Fiduciary Matters. Neither the Employer nor any of its officers nor any member of its board of directors nor any member of the Committee shall in any manner be liable to any Participant, Beneficiary or other person for any act or omission of the Trustee (except to the extent that liability is imposed under ERISA). Neither the Employer nor any of its officers nor any member of its board of directors nor any member of the Committee nor the Trustee shall be under any liability or responsibility (except to the extent that liability is imposed under ERISA) for failure to effect any of the objectives or purposes of the Plan by reason of loss or fluctuation in the value of Fund or for the form, genuineness, validity, sufficiency or effect of any Fund asset at any time held hereunder, or for the failure of any person, firm or corporation indebted to the Fund to pay such indebtedness as and when the same shall become due or for any delay occasioned by reason of any applicable law, order or regulation or by reason of any restriction or provision contained in any security or other asset held by the Fund. Except as is otherwise provided in ERISA, the Employer and its officers, the members of its board of directors, the members of the Committee, the Trustee and other fiduciaries shall not be liable for an act or omission of another person with regard to a fiduciary responsibility that has been allocated to or delegated in whole or in part to such other person pursuant to the terms of this Plan Statement or pursuant to procedures set forth in this Plan Statement.

13.2. Reversion of Fund Prohibited. The Fund from time to time hereunder shall at all times be a trust fund separate and apart from the assets of the Employer, and no part thereof shall be or become available to the Employer or to creditors of the Employer under any circumstances other than those specified in Section 3.4 and Appendix A to this Plan Statement. It shall be impossible for any part of the corpus or income of the Fund to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and Beneficiaries (except as hereinbefore provided).

13.3. Contingent Top Heavy Plan Rules. The rules set forth in Appendix B to this Plan Statement (concerning additional provisions that apply if the Plan becomes top heavy) are incorporated herein.

13.4. Continuity. The tenure and membership of any Committee previously appointed, the rules of administration adopted and the Beneficiary designations in effect under the Prior PlanStatement shall, to the extent not inconsistent with this Plan Statement, continue in full force and effect until altered as provided herein.

13.5. Execution in Counterparts. This Plan Statement may be executed in any number of counterparts, each of which, without production of the others, shall be deemed to be an original.

IN WITNESS WHEREOF, Each of the parties hereto has caused these presents to be executed, all as of the day and year first above written.

TRUSTEES

_____

_____

_____

FLUOROWARE, INC.

By_____

Its_____

And_____

Its_____

APPENDIX A

LIMITATION ON ANNUAL ADDITIONS
AND ANNUAL BENEFITS

SECTION 1

INTRODUCTION

Terms defined in the Plan Statement shall have the same meanings when used in this Appendix. In addition, when used in this Appendix, the following terms shall have the following meanings:

1.1. Annual Addition. Annual addition means, with respect to any Participant for a limitation year, the sum of:

(i) all employer contributions (including employer contributions of the Participant's earnings reductions under section 401(k), section 403(b) and section 408(k) of the Code) allocable as of a date during such limitation year to the Participant under all defined contribution plans;

(ii) all forfeitures allocable as of a date during such limitation year to the Participant under all defined contribution plans; and

(iii) all Participant contributions made as of a date during such limitation year to all defined contribution plans.

1.1.1. Specific Inclusions. With regard to a plan which contains a qualified cash or deferred arrangement or matching contributions or employee contributions, excess contributions and excess aggregate contributions (whether or not distributed during or after the limitation year) shall be considered annual additions in the year contributed. Excess deferrals that are not distributed in accordance with the regulations under section 402(g) of the Code are annual additions.

1.1.2. Specific Exclusions. The annual addition shall not, however, include any portion of a Participant's rollover contributions or any additions to accounts attributable to a plan merger or a transfer of plan assets or liabilities or any other amounts excludable under law. Excess deferrals that are distributed in accordance with the regulations under section 402(g) of the Code are not annual additions.

1.1.3. ESOP Rules. In the case of an employee stock ownership plan within the meaning of section 4975(e)(7) of the Code, annual additions shall not include any dividends or gains on sale of

employer securities held by the employee stock ownership plan (regardless of whether such dividends or gains are (i) on securities which are allocated to Participants' accounts or (ii) on securities which are not allocated to Participants' accounts which, in the case of dividends used to pay principal on an employee stock ownership plan loan, result in employer securities being allocated to Participants' accounts or, in the case of a sale, result in sale proceeds being allocated to Participants' accounts). In the case of an employee stock ownership plan within the meaning of section 4975(e)(7) of the Code under which no more than one-third (1/3rd) of the employer contributions for a limitation year which are deductible under section 404(a)(9) of the Code are allocated to highly compensated employees (as defined in section 414(q) of the Code), annual additions shall not include forfeitures of employer securities under the employee stock ownership plan if such securities were acquired with the proceeds of an exempt loan or, if the Employer is not an S corporation as defined in section 1361(a)(1) of the Code, employer contributions to the employee stock ownership plan which are deductible by the employer under section 404(a)(9)(B) of the Code and charged against the Participant's account (i.e., interest payments).

1.2. Annual Benefit. Annual benefit means a retirement benefit under a defined benefit plan which is payable annually in the form of a straight life annuity.

1.2.1. Straight Life Annuity. Except as provided below, a benefit payable in a form other than a straight life annuity will be adjusted to the actuarial equivalent straight life annuity before applying the limitations of this Appendix. This actuarial equivalent straight life annuity shall be the greater of (A) the equivalent straight life annuity computed using the interest rate and mortality table (or tabular factor) specified in the defined benefit plan for determining the amount of the particular form of benefit that is payable under the plan, or (B) in the case of a form of benefit subject to section 417(e)(3) of the Code, the equivalent straight life annuity computed using the applicable interest rate and applicable mortality table prescribed by the Secretary of the Treasury under section 417(e)(3) of the Code for this purpose, or (C) in the case of a form of benefit not subject to section 417(e)(3)of the Code, the equivalent straight life annuity computed using a five percent (5%) interest and the applicable mortality table prescribed by the Secretary of the Treasury under section 417(e)(3) of the Code for this purpose.

1.2.2. Excluded Contributions. The annual benefit does not include any benefits attributable to employee contributions, rollover contributions or the assets transferred from a qualified plan that was not maintained by a controlled group member.

1.2.3. Ancillary Benefits. No actuarial adjustment to the annual benefit is required for: (i) the value of a qualified joint and survivor annuity (to the extent such value exceeds the sum of the value of a straight life annuity beginning on the same date and the value of post-retirement death benefits that would be paid even if the annuity were not in the form of a joint and survivor annuity), or (ii) the value of benefits that are not directly related to retirement benefits (such as a pre-retirement disability benefit, a pre-retirement death benefit or a post-retirement medical benefit), or (iii) the value of post-retirement cost of living increases made in accordance with regulations under the Code.

1.3. Controlled Group Member. Controlled group member means the Employer and each member of a controlled group of corporations (as defined in section 414(b) of the Code and as modified by section 415(h) of the Code), all commonly controlled trades or businesses (as defined in section 414(c) of the Code and as modified by section 415(h) of the Code), affiliated service groups (as defined in section 414(m) of the Code) of which the Employer is a part and other organizations required to be aggregated for this purpose under section 414(o) of the Code.

1.4. Defined Benefit and Defined Contribution Plans. Defined benefit plan and defined contribution plan have the meanings assigned to those terms by section 415(k)(1) of the Code. Whenever reference is made to defined benefit plans and defined contribution plans in this Appendix, it shall include all such plans maintained by the Employer and all controlled group members.

1.5. Defined Benefit Fraction.

1.5.1. General Rule. Defined benefit fraction means a fraction the numerator of which is the sum of the Participant's projected annual benefits under all defined benefit plans determined as of the close of the limitation year, and the denominator of which is the lesser of:

(i) one hundred twenty-five percent (125%) of the dollar limitation in effect under section 415(b)(l)(A) of the Code as of the close of such limitation year (i.e., 125% of $90,000 as adjusted for cost of living, commencement dates, length of service and other factors), or

(ii) one hundred forty percent (140%) of the dollar amount which may be taken into account under section 415(b)(l)(B) of the Code with respect to such Participant as of the close of such limitation year (i.e., 140% of the Participant's highest average compensation as adjusted for cost of living, length of service and other factors).

1.5.2. Transition Rule. Notwithstanding the above, if the Participant was a participant as of the first day of the first limitation year beginning after December 31, 1986, in one or more defined benefit plans which were in existence on May 6, 1986, the denominator of this fraction will not be less than one hundred twenty-five percent (125%) of the sum of the annual benefits under such plans which the Participant had accrued as of the close of the last limitation year beginning before January 1, 1987, disregarding any changes in the terms and conditions of the defined benefit plans after May 5, 1986. The preceding sentence applies only if the defined benefit plans individually and in the aggregate satisfied the requirements of section 415 of the Code for all limitation years beginning before January 1, 1987.

1.6. Defined Contribution Fraction.

1.6.1. General Rule. Defined contribution fraction means a fraction the numerator of which is the sum of the Participant's annual additions (including employer contributions which are allocated to a separate account established for the purpose of providing medical benefits or life insurance benefits with respect to a key employee as defined in section 416 of the Code under a welfare benefit fund or individual medical account) as of the close of the limitation year and for all prior limitation years, and the denominator of which is the sum of the amounts determined under paragraph (i) or (ii) below, whichever is the lesser, for such limitation year and for each prior limitation year in which the Participant had any service with the Employer (regardless of whether that or any other defined contribution plan was in existence during those years or continues in existence):

(i) one hundred twenty-five percent (125%) of the dollar limitation in effect under section 415(c)(l)(A) of the Code for such limitation year determined without regard to section 415(c)(6) of the Code (i.e., 125% of $30,000 as adjusted for cost of living), or

(ii) one hundred forty percent (140%) of the dollar amount which may be taken into account under section 415(c)(l)(B) of the Code with respect to such individual under the defined contribution plan for such limitation year (i.e., 140% of 25% of the Participant's ss. 415 compensation for such limitation year).

1.6.2. TEFRA Transition Rule. The Employer may elect that the amount taken into account for each Participant for all limitation years ending before January 1, 1983, under Section 1.6.1(i) and Section 1.6.1(ii) shall be determined pursuant to the special transition rule provided in section 415(e)(6) of the Code.

1.6.3. Employee Contributions. Notwithstanding the definition of "annual additions," for the purpose of determining the defined contribution fraction in limitation years beginning before January 1, 1987, employee contributions shall not be taken into account to the extent that they were not required to be taken into account under section 415 of the Code prior to the Tax Reform Act of 1986.

1.6.4. Annual Denominator. The amounts to be determined under Section 1.6.1(i) and Section 1.6.1(ii) for the limitation year and for all prior limitation years in which the Participant had any service with the Employer shall be determined separately for each such limitation year on the basis of which amount is the lesser for each such limitation year.

1.6.5. Historical Amounts. For all limitation years ending before January 1, 1976, the dollar limitation under section 415(c)(1)(A) of the Code is Twenty-five Thousand Dollars ($25,000). For limitation years ending after December 31, 1975, and before January 1, 1999, the amount shall be:

For limitation years ending during:	The ss. 415(c)(1)(A) dollar amount is:
1976	$26,825
1977	$28,175
1978	$30,050
1979	$32,700
1980	$36,875
1981	$41,500
1982	$45,475
1983 - 2000	$30,000

1.6.6. Relief Rule. If the Participant was a participant as of the end of the first day of the first limitation year beginning after December 31, 1986, in one or more defined contribution plans which were in existence on May 6, 1986, the numerator of this fraction will be adjusted if the sum of this fraction and the defined benefit fraction would otherwise exceed one (1.0). Under the adjustment, an amount equal to the product of the excess of the sum of the fractions over one (1.0), times the denominator of this fraction, will be permanently subtracted from the numerator of this fraction. The adjustment is calculated using the fractions as they would be computed as of the end of the last limitation year beginning before January 1, 1987, and disregarding any changes in the terms and conditions of the plan made after May 6, 1986, but using the section 415 limitations applicable to the first limitation year beginning on or after January 1, 1987.

1.7. Highest Average Compensation. Highest average compensation means the averagess. 415 compensation for the three (3) consecutive calendar years during which the Participant was both an active participant in the defined benefit plan and had the greatest aggregate compensation from the Employer.

1.8. Individual Medical Account. Individual medical account means an account, as defined in section 415(1)(2) of the Code maintained by the Employer or a controlled group member which provides an annual addition.

1.9. Limitation Year. Limitation year means the Plan Year.

1.10. Maximum Permissible Addition.

1.10.1. General Rule. Maximum permissible addition (a term that is relevant only with respect to defined contribution plans) means, for any one (1) limitation year, the lesser of:

(i) Thirty Thousand Dollars ($30,000), as adjusted automatically for increases in the cost of living by the Secretary of the Treasury, or

(ii) twenty-five percent (25%) of the Participant'sss. 415 compensation for such limitation year.

1.10.2. Medical Benefits. The dollar limitation in Section 1.10.1(i), but not the amount determined in Section 1.10.1(ii), shall be reduced by the amount of employer contributions which are allocated to a separate account established for the purpose of providing medical benefits or life insurance benefits with respect to a key employee (as defined in section 416 of the Code) under a welfare benefit fund or an individual medical account.

1.11. Maximum Permissible Benefit. Maximum permissible benefit (a term that is relevant only with respect to defined benefit plans) means, for any one (1) limitation year, an amount determined as follows:

1.11.1. SSRA Commencement. If the annual benefit commences at the social security retirement age, the maximum permissible benefit is the lesser of:

(i) Ninety Thousand Dollars ($90,000), or

(ii) the Participant's highest average compensation.

1.11.2. Early Commencement. If the annual benefit commences before the social security retirement age, the maximum permissible benefit may not exceed the lesser of the actuarial equivalent of a Ninety Thousand Dollar ($90,000) annual benefit beginning at the social security retirement age or the Participant's highest average compensation. If the annual benefit commences before the social security retirement age but after age sixty-two (62) years, this actuarial equivalent shall be the Ninety Thousand Dollar ($90,000) annual benefit reduced in accordance with reductions in social security benefits (i.e., 5/9% for each of the first 36 months and 5/12% for each additional month by which the commencement date precedes the social security retirement age). If the annual benefit commences before age sixty-two (62) years, this actuarial equivalent shall be the actuarial equivalent of the maximum permissible benefit as reduced under the prior sentence to age sixty-two (62) years. This actuarial equivalent (i.e., the pre-age 62 years actuarial equivalent) shall be the lesser of (A) the equivalent amount computed using the interest rate and mortality table (or tabular factor) specified in the defined benefit plan for determining the amount of the early retirement benefit that is payable under the plan, or (B) the equivalent amount computed using five percent (5%) interest and the applicable mortality table as prescribed by the Secretary of the Treasury for these purposes.

1.11.3. Late Commencement. If the annual benefit commences after the social security retirement age, the benefit may not exceed the lesser of the actuarial equivalent of a Ninety Thousand Dollar ($90,000) annual benefit beginning at the social security retirement age or the Participant's highest average

compensation. This actuarial equivalent (i.e., the post-social security retirement age actuarial equivalent) shall be the lesser of (A) the equivalent amount computed using the interest rate and mortality table (or tabular factor) specified in the defined benefit plan for determining the amount of the late retirement benefit that is payable under the plan, or (B) the equivalent amount computed using five percent (5%) interest and the applicable mortality table as prescribed by the Secretary of the Treasury for these purposes.

1.11.4. Cost of Living Adjustments. Effective on January 1, 1988 and each January 1 thereafter, the Ninety Thousand Dollar ($90,000) limit and the highest average compensation limit (for Participants who have separated from service) shall be adjusted automatically for increases in the cost of living by the Secretary of the Treasury. The new amounts will apply to limitation years ending within such calendar year.

1.11.5. Participation Reduction. If a Participant has less than ten (10) years of participation in the plan, the Ninety Thousand Dollar ($90,000) limit otherwise defined and adjusted above (but not the highest average compensation limit) shall be reduced to an amount equal to ninety thousand dollars ($90,000) as otherwise defined and adjusted above multiplied by a fraction:

(i) the numerator of which is the number of years (and part thereof) of participation, and

(ii) the denominator of which is ten (10).

1.11.6. Service Reduction. If a Participant has less than ten (10) years of service with the controlled group members, the highest average compensation limit otherwise defined and adjusted above (but not the Ninety Thousand Dollar limit) shall be reduced to an amount equal to the highest average compensation limit as otherwise defined and adjusted above multiplied by a fraction:

(i) the numerator of which is the number of years (and part thereof) of service, and

(ii) the denominator of which is ten (10).

1.12. Projected Annual Benefit. Projected annual benefit means the annual benefit payable to the Participant at his or her normal retirement age (as defined in the defined benefit plan) adjusted to an actuarially equivalent straight life annuity form (or, if it would be a lesser amount, to any actuarially equivalent qualified joint and survivor annuity form that is available under the defined benefit plan) assuming that:

(i) the Participant continues employment and participation under the defined benefit plan until his or her normal retirement age (as defined in the defined benefit plan) or, if later, until his or her current age, and

(ii) the Participant's ss. 415 compensation and all other factors used to determine annual benefits under the defined benefit plan remain unchanged for all future limitation years.

1.13. Section 415 Compensation. Section 415 compensation (sometimes, "ss. 415 compensation") shall mean, with respect to any limitation year, the total wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the Employer to the extent that such amounts are includible in gross income but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code). Without regard to whether it is or is not includible in gross income, subject to other limitations and rules of this Section, (i) ss. 415 compensation shall include foreign earned income as defined in section 911(b) of the Code whether or not excludable from gross income under section 911 of the Code, and (ii) ss. 415 compensation shall be determined without regard to the exclusions from gross income in section 931 and section 933 of the Code. For limitation years beginning after December 31, 1991, ss. 415 compensation shall be determined on a cash basis. For limitation years beginning after December 31, 1997, ss. 415 compensation shall also include any elective deferral as defined in section 402(g)(3) of the Code and any amount which is contributed or deferred by an Employer at the election of the employee and which is not includible in the gross income of the employee by reason of section 125, section 132(f) or section 457 of the Code.

1.14. Social Security Retirement Age. Social security retirement age means the age used as retirement age under section 216(l) of the Social Security Act except that such section shall be applied (i) without regard to the age increase factor, and (ii) as if the early retirement age under section 216(1)(2) of the Social Security Act were age sixty-two (62) years.

1.15. Welfare Benefit Fund. Welfare benefit fund means a fund as defined in section 419(e) of the Code which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in section 419A(d)(3).

SECTION 2

DEFINED CONTRIBUTION LIMITATION

Notwithstanding anything to the contrary contained in the Plan Statement, there shall not be allocated to the account of any Participant under a defined contribution plan for any limitation year an amount which would cause the annual addition for such Participant to exceed the maximum permissible addition.

SECTION 3

DEFINED BENEFIT LIMITATION

Notwithstanding anything to the contrary contained in the Plan Statement, there shall not be accrued for the benefit of any Participant under a defined benefit plan an amount which would cause the annual benefit for any limitation year for such Participant to exceed the maximum permissible benefit.

SECTION 4

COMBINED PLANS LIMITATION

Notwithstanding anything to the contrary contained in the Plan Statement, during limitation years beginning before January 1, 2000, there shall not be allocated to the account of any Participant under a defined contribution plan or accrued for the benefit of any Participant under a defined benefit plan any amount which would cause the sum of such Participant's defined benefit fraction and defined contribution fraction to exceed one (1.0) at the close of any limitation year.

SECTION 5

REMEDIAL ACTION

5.1. Defined Contribution Plans Only. If a Participant's annual additions for a limitation year would exceed the maximum permissible addition, to the extent necessary to eliminate the excess the following shall occur in the following sequence.

5.1.1. Employee After Tax Contributions and Elective Deferrals. The defined contribution plan shall:

(i) return any unmatched employee contributions made by the Participant for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan), and

(ii) distribute unmatched elective deferrals (within the meaning of section 402(g)(3) of the Code) made for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan), and

(iii) return any matched employee contributions made by the Participant for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan), and

(iv) distribute matched elective deferrals (within the meaning of section 402(g)(3) of the Code) made for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan).

To the extent matched employee contributions are returned or any matched elective deferrals are distributed, any matching contribution made with respect thereto shall be forfeited and reallocated to Participants as provided in the defined contribution plan.

5.1.2. Employer Contributions. If, after taking all the actions contemplated by Section 5.1.1, an excess still exists, the defined contribution plan shall dispose of the excess as follows.

(a) Covered. If that Participant is covered by the defined contribution plan at the end of the limitation year, the Employer shall cause such excess to be used to reduce employer contributions for the next limitation year ("second limitation year") and succeeding limitation years, as necessary, for that Participant.

(b) Not Covered. If the Participant is not covered by the defined contribution plan at the end of the limitation year, however, then the excess amounts must be held unallocated in an "excess account" for the second limitation year (or succeeding limitation years) and allocated and reallocated in the second limitation year (or succeeding limitation year) to all the remaining Participants in the defined contribution plan as if an employer contribution for the second limitation year (or succeeding limitation year). However, if the allocation or reallocation of the excess amounts pursuant to the provisions of the defined contribution plan causes the limitations of this Appendix to be exceeded with respect to each Participant for the second limitation year (or succeeding limitation years), then these amounts must be held unallocated in an excess account. If an excess account is in existence at any time during the second limitation year (or any succeeding limitation year), all amounts in the excess account must be allocated and reallocated to Participants' accounts (subject to the limitations of this Appendix) as if they were additional employer contributions before any employer contribution and any Participant contributions which would constitute annual additions may be made to the defined contribution plan for that limitation year. Furthermore, the excess amounts must be used to reduce employer contributions for the second limitation year (and succeeding limitation years, as necessary) for all of the remaining Participants.

(c) No Distributions. Excess amounts may not be distributed from the defined contribution plan to Participants or former Participants.

If an excess account is in existence at any time during a limitation year, the gains and losses and other income attributable to the excess account shall be allocated to such excess account. To the extent that investment gains or other income or investment losses are allocated to the excess account, the entire amount allocated to Participants from the excess account, including any such gains or other income or less any losses, shall be considered as an annual addition. If the defined contribution plan should be terminated prior to the date any such temporarily held, unallocated excess can be allocated to the Accounts of Participants, the date of termination shall be deemed to be an Annual Valuation Date for the purpose of allocating such excess and, if any portion of such excess cannot be allocated as of such deemed Annual Valuation Date by reason of the limitations of this Appendix, such remaining excess shall be returned to the Employer.

5.1.3. Sequence of Plans. Each step of remedial action under Section 5.1.1 and Section 5.1.2 as may be necessary to correct an excess allocation shall be made in all defined contribution plans before the next step of remedial action is made. Each such step shall be made in the defined contribution plans in the following sequence:

(i) all profit sharing and stock bonus plans containing cash or deferred arrangements,

(ii) all money purchase pension plans other than money purchase pension plans that are part of employee stock ownership plans,

(iii) all profit sharing and stock bonus plans other than profit sharing and stock bonus plans containing cash or deferred arrangements and employee stock ownership plans,

(iv) all employee stock ownership plans.

If an excess allocation occurs in two (2) or more plans in the same category, correction of the excess allocation shall be made in chronological order as determined by the effective date of each plan (using the original effective date of the plan) beginning with the most recently established plan.

5.2. Defined Benefit Plans Only.

5.2.1. General Rule. If a Participant's annual benefit for any limitation year would exceed the maximum permissible benefit, to the extent necessary to eliminate the excess the defined benefit plan shall cease the accrual of benefits or reduce benefits previously accrued.

5.2.2. Sequence of Plans. Such remedial action as may be necessary to prevent an annual benefit from exceeding the maximum permissible benefit in a limitation year shall be made in defined benefit plans as follows.

(a) Single Plan. If the Participant is accruing benefits in only one defined benefit plan during such limitation year, all such cessations and reductions shall be made in that plan; and

(b) Other Plans In Earlier Years. To the extent that such cessations and reductions are not adequate and the Participant has accrued benefits in one or more other defined benefit plans in earlier limitation years, such cessations and reduction of accrued benefits under other plans shall be made in chronological order as determined by the effective date of each plan (using the original effective date of the plan) beginning with the most recently established plan; and

(c) Multiple Plans. If the Participant is concurrently accruing benefits in more than one defined benefit plan during such limitation year, such cessations and reductions of accrued benefits under such defined benefit plans shall be made in chronological order as determined by the effective date of each plan (using the original effective date of the plan) beginning with the most recently established plan.

5.3. Combined Defined Benefit and Defined Contribution Plans. If the sum of a Participant's defined benefit fraction and the defined contribution fraction would exceed one (1.0) at the end of any limitation year beginning before January 1, 2000, to the extent necessary to eliminate the excess the following shall occur in the following sequence.

(a) Defined Benefit. The cessation and reduction of accruals described in Section 5.2 shall be made.

(b) Defined Contribution. The actions described in Section 5.1 shall be taken.

APPENDIX B

CONTINGENT TOP HEAVY PLAN RULES

Notwithstanding any of the foregoing provisions of the Plan Statement, if, after applying the special definitions set forth in Section 1 of this Appendix, this Plan is determined under Section 2 of this Appendix to be a top heavy plan for a Plan Year, then the special rules set forth in Section 3 of this Appendix shall apply. For so long as this Plan is not determined to be a top heavy plan, the special rules in Section 3 of this Appendix shall be inapplicable to this Plan.

SECTION 1

SPECIAL DEFINITIONS

Terms defined in the Plan Statement shall have the same meanings when used in this Appendix. In addition, when used in this Appendix, the following terms shall have the following meanings:

1.1. Aggregated Employers. Aggregated employers means the Employer and each other corporation, partnership or proprietorship which is a "predecessor" to the Employer, or is under "common control" with the Employer, or is a member of an "affiliated service group" that includes the Employer, as those terms are defined in section 414(b), (c), (m) or (o) of the Code.

1.2. Aggregation Group. Aggregation group means a grouping of this Plan and:

(a) if any Participant in the Plan is a key employee, each other qualified pension, profit sharing or stock bonus plan of the aggregated employers in which a key employee is a Participant (and for this purpose, a key employee shall be considered a Participant only during periods when he is actually accruing benefits and not during periods when he has preserved accrued benefits attributable to periods of participation when he was not a key employee), and

(b) each other qualified pension, profit sharing or stock bonus plan of the aggregated employers which is required to be taken into account for this Plan or any plan described in paragraph (a) above to satisfy the qualification requirements under section 410 or section 401(a)(4) of the Code, and

(c) each other qualified pension, profit sharing or stock bonus plan of the aggregated employers which is not included in paragraph (a) or (b) above, but which the

Employer elects to include in the aggregation group and which, when included, would not cause the aggregation group to fail to satisfy the qualification requirements under section 410 or section 401(a)(4) of the Code.

1.3. Compensation. Unless the context clearly requires otherwise, compensation means the wages, tips and other compensation paid to the Participant by the Employer and reportable in the box designated "wages, tips, other compensation" on Treasury Form W-2 (or any comparable successor box or form) for the applicable period but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code). In determining compensation there shall be included elective contributions made by the Employer on behalf of the Participant that are not includible in gross income under sections 125, 402(e)(3), 402(h), 403(b), 414(h)(2) and 457 of the Code including elective contributions authorized by the Participant under a cafeteria plan or any qualified cash or deferred arrangement under section 401(k) of the Code. For the purposes of this Appendix (excluding Section 1.6 of this Appendix), compensation shall be limited to Two Hundred Thousand Dollars ($200,000) (as adjusted under the Code for cost of living increases) for Plan Years beginning before January 1, 1994, and One Hundred and Fifty Thousand Dollars ($150,000) (as so adjusted) for Plan Years beginning after December 31, 1993.

1.4. Determination Date. Determination date means, for the first (1st) Plan Year of a plan, the last day of such first (1st) Plan Year, and for each subsequent Plan Year, the last day of the immediately preceding Plan Year.

1.5. Five Percent Owner. Five percent owner means for each aggregated employer that is a corporation, any person who owns (or is considered to own within the meaning of the shareholder attribution rules) more than five percent (5%) of the value of the outstanding stock of the corporation or stock possessing more than five percent (5%) of the total combined voting power of the corporation, and, for each aggregated employer that is not a corporation, any person who owns more than five percent (5%) of the capital interest or the profits interest in such aggregated employer. For the purposes of determining ownership percentages, each corporation, partnership and proprietorship otherwise required to be aggregated shall be viewed as a separate entity.

1.6. Key Employee. Key employee means each Participant (whether or not then an employee) who at any time during a Plan Year (or any of the four preceding Plan Years) is:

(a) an officer of any aggregated employer (excluding persons who have the title of an officer but not the authority and including persons who have the authority of an officer but not the title) having an annual compensation from all aggregated employers for any such Plan Year in excess of fifty percent (50%) of the amount in effect under section 415(b)(1)(A) of the Code for any such Plan Year, or

(b) one (1) of the ten (10) employees (not necessarily Participants) owning (or considered to own within the meaning of the shareholder attribution rules) both more than one-half of one percent (1/2%) ownership interest in value and the largest percentage ownership interests in value of any of the aggregated employers (which are owned by employees) and who has an annual compensation from all the aggregated employers in excess of the limitation in effect under section 415(c)(1)(A) of the Code for any such Plan Year, or

(c) a five percent owner, or

(d) a one percent owner having an annual compensation from the aggregated employers of more than One Hundred Fifty Thousand Dollars ($150,000);

provided, however, that no more than fifty (50) employees (or, if lesser, the greater of three of all the aggregated employers' employees or ten percent of all the aggregated employers' employees) shall be treated as officers. For the purposes of determining ownership percentages, each corporation, partnership and proprietorship otherwise required to be aggregated shall be viewed as a separate entity. For purposes of paragraph (b) above, if two (2) employees have the same interest in any of the aggregated employers, the employee having the greatest annual compensation from that aggregated employer shall be treated as having a larger interest. For the purpose of determining compensation, however, all compensation received from all aggregated employers shall be taken into account. The term "key employee" shall include the beneficiaries of a deceased key employee.

1.7. One Percent Owner. One percent owner means, for each aggregated employer that is a corporation, any person who owns (or is considered to own within the meaning of the shareholder attribution rules) more than one percent (1%) of the value of the outstanding stock of the corporation or stock possessing more than one percent (1%) of the total combined voting power of the corporation, and, for each aggregated employer that is not a corporation, any person who owns more than one percent (1%) of the capital or the profits interest in such aggregated employer. For the purposes of determining ownership percentages, each corporation, partnership and proprietorship otherwise required to be aggregated shall be viewed as a separate entity.

1.8. Shareholder Attribution Rules. Shareholder attribution rules means the rules of section 318 of the Code, (except that subparagraph (C) of section 318(a)(2) of the Code shall be applied by substituting "5 percent" for "50 percent") or, if the Employer is not a corporation, the rules determining ownership in such Employer which shall be set forth in regulations prescribed by the Secretary of the Treasury.

1.9. Top Heavy Aggregation Group. Top heavy aggregation group means any aggregation group for which, as of the determination date, the sum of:

(i) the present value of the cumulative accrued benefits for key employees under all defined benefit plans included in such aggregation group, and

(ii) the aggregate of the accounts of key employees under all defined contribution plans included in such aggregation group,

exceed sixty percent (60%) of a similar sum determined for all employees. In applying the foregoing, the following rules shall be observed:

(a) For the purpose of determining the present value of the cumulative accrued benefit for any employee under a defined benefit plan, or the amount of the account of any employee under a defined contribution plan, such present value or amount shall be increased by the aggregate distributions made with respect to such employee under the plan during the five (5) year period ending on the determination date.

(b) Any rollover contribution (or similar transfer) initiated by the employee, made from a plan maintained by one employer to a plan maintained by another employer and made after December 31, 1983, to a plan shall not be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group). Any rollover contribution (or similar transfer) not described in the preceding sentence shall be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group).

(c) If any individual is not a key employee with respect to a plan for any Plan Year, but such individual was a key employee with respect to a plan for any prior Plan Year, the cumulative accrued benefit of such employee and the account of such employee shall not be taken into account.

(d) The determination of whether a plan is a top heavy plan shall be made once for each Plan Year of the plan as of the determination date for that Plan Year.

(e) In determining the present value of the cumulative accrued benefits of employees under a defined benefit plan, the determination shall be made as of the actuarial valuation date last occurring during the twelve (12) months preceding the determination date and shall be determined on the assumption that the employees terminated employment on the valuation date except as provided in section 416 of the Code and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The accrued benefit of any employee (other than a key

employee) shall be determined under the method which is used for accrual purposes for all plans of the employer or if there is no method which is used for accrual purposes under all plans of the employer, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under section 411(b)(1)(C) of the Code. In determining this present value, the mortality and interest assumptions shall be those which would be used by the Pension Benefit Guaranty Corporation in valuing the defined benefit plan if it terminated on such valuation date. The accrued benefit to be valued shall be the benefit expressed as a single life annuity.

(f) In determining the accounts of employees under a defined contribution plan, the account values determined as of the most recent asset valuation occurring within the twelve (12) month period ending on the determination date shall be used. In addition, amounts required to be contributed under either the minimum funding standards or the plan's contribution formula shall be included in determining the account. In the first year of the plan, contributions made or to be made as of the determination date shall be included even if such contributions are not required.

(g) If any individual has not performed any services for any employer maintaining the plan at any time during the five (5) year period ending on the determination date, any accrued benefit of the individual under a defined benefit plan and the account of the individual under a defined contribution plan shall not be taken into account.

(h) For this purpose, a terminated plan shall be treated like any other plan and must be aggregated with other plans of the employer if it was maintained within the last five (5) years ending on the determination date for the Plan Year in question and would, but for the fact that it terminated, be part of the aggregation group for such Plan Year.

1.10. Top Heavy Plan. Top heavy plan means a qualified plan under which (as of the determination date):

(i) if the plan is a defined benefit plan, the present value of the cumulative accrued benefits for key employees exceeds sixty percent (60%) of the present value of the cumulative accrued benefits for all employees, and

(ii) if the plan is a defined contribution plan, the aggregate of the accounts of key employees exceeds sixty percent (60%) of the aggregate of all of the accounts of all employees.

In applying the foregoing, the following rules shall be observed:

(a) Each plan of an Employer required to be included in an aggregation group shall be a top heavy plan if such aggregation group is a top heavy aggregation group.

(b) For the purpose of determining the present value of the cumulative accrued benefit for any employee under a defined benefit plan, or the amount of the account of any employee under a defined contribution plan, such present value or amount shall be increased by the aggregate distributions made with respect to such employee under the plan during the five (5) year period ending on the determination date.

(c) Any rollover contribution (or similar transfer) initiated by the employee, made from a plan maintained by one employer to a plan maintained by another employer and made after December 31, 1983, to a plan shall not be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group). Any rollover contribution (or similar transfer) not described in the preceding sentence shall be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group).

(d) If any individual is not a key employee with respect to a plan for any Plan Year, but such individual was a key employee with respect to the plan for any prior Plan Year, the cumulative accrued benefit of such employee and the account of such employee shall not be taken into account.

(e) The determination of whether a plan is a top heavy plan shall be made once for each Plan Year of the plan as of the determination date for that Plan Year.

(f) In determining the present value of the cumulative accrued benefits of employees under a defined benefit plan, the determination shall be made as of the actuarial valuation date last occurring during the twelve (12) months preceding the determination date and shall be determined on the assumption that the employees terminated employment on the valuation date except as provided in section 416 of the Code and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The accrued benefit of any employee (other than a key employee) shall be determined under the method which is used for accrual purposes for all plans of the employer or if there is no method which is used for accrual purposes under all plans of the employer, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under section 411(b)(1)(C) of the Code. In determining this present value, the mortality and interest assumptions shall be those which would be used by the Pension Benefit Guaranty

Corporation in valuing the defined benefit plan if it terminated on such valuation date. The accrued benefit to be valued shall be the benefit expressed as a single life annuity.

(g) In determining the accounts of employees under a defined contribution plan, the account values determined as of the most recent asset valuation occurring within the twelve (12) month period ending on the determination date shall be used. In addition, amounts required to be contributed under either the minimum funding standards or the plan's contribution formula shall be included in determining the account. In the first year of the plan, contributions made or to be made as of the determination date shall be included even if such contributions are not required.

(h) If any individual has not performed any services for any employer maintaining the plan at any time during the five (5) year period ending on the determination date, any accrued benefit of the individual under a defined benefit plan and the account of the individual under a defined contribution plan shall not be taken into account.

(i) For this purpose, a terminated plan shall be treated like any other plan and must be aggregated with other plans of the employer if it was maintained within the last five (5) years ending on the determination date for the Plan Year in question and would, but for the fact that it terminated, be part of the aggregation group for such Plan Year.

SECTION 2

DETERMINATION OF TOP HEAVINESS

Once each Plan Year, as of the determination date for that Plan Year, the administrator of this Plan shall determine if this Plan is a top heavy plan.

SECTION 3

CONTINGENT PROVISIONS

3.1. When Applicable. If this Plan is determined to be a top heavy plan for any Plan Year, the following provisions shall apply for that Plan Year (and, to the extent hereinafter specified, for subsequent Plan Years), notwithstanding any provisions to the contrary in the Plan.

3.2. Vesting Requirement.

3.2.1. General Rule. During any Plan Year that the Plan is determined to be a Top Heavy Plan, then all accounts of all Participants in a defined contribution plan that is a top heavy plan and the accrued benefits of all Participants in a defined benefit plan that is a top heavy plan shall be vested and nonforfeitable in accordance with the following schedule if, and to the extent, that it is more favorable than other provisions of the Plan:

If the Participant Has Completed the Following Years of Vesting Service:	His Vested Percentage Shall Be:
Less than 2 years	0%
2 years but less than 3 years	20%
3 years but less than 4 years	40%
4 years but less than 5 years	60%
5 years but less than 6 years	80%
6 years or more	100%

3.2.2. Subsequent Year. In each subsequent Plan Year that the Plan is determined not to be a top heavy plan, the other nonforfeitability provisions of the Plan Statement (and not this section) shall apply in determining the vested and nonforfeitable rights of Participants who do not have five (5) or more years of Vesting Service (three or more years of Vesting Service for Participants who have one or more Hours of Service in any Plan Year beginning after December 31, 1988) as of the beginning of such subsequent Plan Year; provided, however, that they shall not be applied in a manner which would reduce the vested and nonforfeitable percentage of any Participant.

3.2.3. Cancellation of Benefit Service. If this Plan is a defined benefit plan and if the Participant's vested percentage is determined under this Appendix and if a Participant receives a lump sum distribution of the present value of the vested portion of his accrued benefit, the Plan shall:

(a) thereafter disregard the Participant's service with respect to which he received such distribution in determining his accrued benefit, and

(b) permit the Participant who receives a distribution of less than the present value of his entire accrued benefit to restore this service by repaying (after returning to employment covered under the Plan) to the trustee the amount of such distribution together with interest at the interest rate of five percent (5%) per annum compounded annually (or such other interest rate as is provided by law for such repayment). If the distribution was on account of separation from service such repayment must be made before the earlier of,

(i) five (5) years after the first date on which the Participant is subsequently reemployed by the employer, or

(ii) the close of the first period of five (5) consecutive one-year breaks in service commencing after the distribution.

If the distribution was on account of any other reason, such repayment must be made within five (5) years after the date of the distribution.

3.3. Defined Contribution Plan Minimum Benefit Requirement.

3.3.1. General Rule. If this Plan is a defined contribution plan, then for any Plan Year that this Plan is determined to be a top heavy plan, the Employer shall make a contribution for allocation to the account of each employee who is a Participant for that Plan Year and who is not a key employee in an amount (when combined with other Employer contributions and forfeited accounts allocated to his account) which is at least equal to three percent (3%) of such Participant's compensation. (This minimum contribution amount shall be further reduced by all other Employer contributions to this Plan or any other defined contribution plans.) This contribution shall be made for each Participant who has not separated from service with the Employer at the end of the Plan Year (including for this purpose any Participant who is then on temporary layoff or authorized leave of absence or who, during such Plan Year, was inducted into the Armed Forces of the United States from employment with the Employer) including, for this purpose, each employee of the Employer who would have been a Participant if he had: (i) completed one thousand (1,000) Hours of Service (or the equivalent) during the Plan Year, and (ii) made any mandatory contributions to the Plan, and (iii) earned compensation in excess of the stated amount required for participation in the Plan.

3.3.2. Special Rule. Subject to the following rules, the percentage referred to in Section 3.3.1 of this Appendix shall not exceed the percentage at which contributions are made (or required to be made) under this Plan for the Plan Year for that key employee for whom that percentage is the highest for the Plan Year.

(a) The percentage referred to above shall be determined by dividing the Employer contributions for such key employee for such Plan Year by his compensation for such Plan Year.

(b) For the purposes of this Section 3.3, all defined contribution plans required to be included in an aggregation group shall be treated as one (l) plan.

(c) The exception contained in this Section 3.3.2 shall not apply to (be available to) this Plan if this Plan is required to be included in an aggregation group if including

this Plan in an aggregation group enables a defined benefit plan to satisfy the qualification requirements of section 410 or section 401(a)(4) of the Code.

3.3.3. Salary Reduction and Matching Contributions. For the purpose of this Section 3.3, all Employer contributions attributable to a salary reduction or similar arrangement shall be taken into account for the purpose of determining the minimum percentage contribution required to be made for a particular Plan Year for a Participant who is not a key employee but not for the purpose of determining whether that minimum contribution requirement has been satisfied. For the purpose of this Section 3.3 during all Plan Years beginning after December 31, 1988, all Employer matching contributions shall be taken into account for the purposes of determining the minimum percentage contribution required to be made for a particular Plan Year for a Participant who was not a key employee but not for the purpose of determining whether that minimum contribution requirement has been satisfied.

3.4. Defined Benefit Plan Minimum Benefit Requirement.

3.4.1. General Rule. If this Plan is a defined benefit plan, then for any Plan Year that the Plan is determined to be a top heavy plan, the accrued benefit for each Participant who is not a key employee shall not be less than one-twelfth (l/12th) of the applicable percentage of the Participant's average compensation for years in the testing period.

3.4.2. Special Rules and Definitions. In applying the general rule of Section 3.4.1 of this Appendix, the following special rules and definitions shall apply:

(a) The term "applicable percentage" means the lesser of:

(i) two percent (2%) multiplied by the number of years of service with the Employer, or

(ii) twenty percent (20%).

(b) For the purpose of this Section 3.4, a Participant's years of service with the Employer shall be equal to the Participant's Vesting Service except that a year of Vesting Service shall not be taken into account if:

(i) the Plan was not a top heavy plan for any Plan Year ending during such year of Vesting Service, or

(ii) such year of Vesting Service was completed in a Plan Year beginning before January l, 1984.

(c) A Participant's "testing period" shall be the period of five (5) consecutive years during which the Participant had the greatest compensation from the Employer; provided, however, that:

(i) the years taken into account shall be properly adjusted for years not included in a year of service, and

(ii) a year shall not be taken into account if such year ends in a Plan Year beginning before January l, 1984, or such year begins after the close of the last year in which the Plan was a top heavy plan.

(d) An individual shall be considered a Participant for the purpose of accruing the minimum benefit only if such individual has at least one thousand (1,000) Hours of Service during a benefit accrual computation period (or equivalent service determined under Department of Labor regulations). Furthermore, such individual shall accrue a minimum benefit only for a benefit accrual computation period in which such individual has one thousand (1,000) Hours of Service (or equivalent service). An individual shall not fail to accrue the minimum benefit merely because the individual: (i) was not employed on a specified date, or (ii) was excluded from participation (or otherwise failed to accrue a benefit) because the individual's compensation was less than a stated amount, or (iii) because the individual failed to make any mandatory contributions.

3.4.3. Accruals Preserved. In years subsequent to the last Plan Year in which this Plan is a top heavy plan, the other benefit accrual rules of the Plan Statement shall be applied to determine the accrued benefit of each Participant, except that the application of such other rules shall not serve to reduce a Participant's accrued benefit as determined under this Section 3.4.

3.5. Priorities Among Plans. In applying the minimum benefit provisions of this Appendix in any Plan Year that this Plan is determined to be a top heavy plan, the following rules shall apply:

(a) If an employee participates only in this Plan, the employee shall receive the minimum benefit applicable to this Plan.

(b) If an employee participates in both a defined benefit plan and a defined contribution plan and only one (1) of such plans is a top heavy plan for the Plan Year, the employee shall receive the minimum benefit applicable to the plan which is a top heavy plan.

(c) If an employee participates in both a defined contribution plan and a defined benefit plan and both are top heavy plans, then the employee, for that Plan Year,

shall receive the defined benefit plan minimum benefit unless for that Plan Year the employee has received employer contributions and forfeitures allocated to his account in the defined contribution plan in an amount which is at least equal to five percent (5%) of his compensation.

(d) If an employee participates in two (2) or more defined contribution plans which are top heavy plans, then the employee, for that Plan Year, shall receive the defined contribution plan minimum benefit in that defined contribution plan which has the earliest original effective date.

3.6. Annual Contribution Limits.

3.6.1. General Rule. Notwithstanding anything apparently to the contrary in the Appendix A to the Plan Statement, for any Plan Year that this Plan is a top heavy plan, the defined benefit fraction and defined contribution fraction of the Appendix to the Plan Statement pertaining to limits under section 415 of the Code shall be one hundred percent (100%) and not one hundred twenty-five percent (125%).

3.6.2. Special Rule. Section 3.6.1 of this Appendix shall not apply to any top heavy plan if such top heavy plan satisfies the following requirements:

(a) Minimum Benefit Requirement. The top heavy plan (and any plan required to be included in an aggregation group with such plan) satisfies the requirements of Section 3.4 of this Appendix when Section 3.4.2(a)(1) of this Appendix is applied by substituting three percent (3%) for two percent (2%) and by increasing (but by no more than ten percentage points) twenty percent (20%) by one percentage point for each year for which the plan was taken into account under this Section 3.7. Section 3.3.1 of this Appendix shall be applied by substituting "four percent (4%)" for "three percent (3%)." Section 3.5(c) of this Appendix shall be applied by substituting "seven and one-half percent (7-1/2%)" for "five percent (5%)."

(b) Ninety Percent Rule. A top heavy plan would not be a top heavy plan if "ninety percent (90%)" were substituted for "sixty percent (60%)" each place that it appears in the definitions of top heavy plan and top heavy aggregation group.

3.6.3. Transition Rule. If, but for this Section 3.6.3, Section 3.6.1 of this Appendix would begin to apply with respect to this Plan because it is a top heavy plan, the application of Section 3.6.1 of this Appendix shall be suspended with respect to any individual so long as there are no:

(a) employer contributions, forfeitures or voluntary nondeductible contributions allocated to such individual (if this Plan is a defined contribution plan), or

(b) accruals for such individual (if this Plan is a defined benefit plan).

3.6.4. Coordinating Change. If this Plan is a top heavy plan for any Plan Year, then for purposes of the Appendix A to the Plan Statement, section 415(e)(6)(i) of the Code shall be applied by substituting "Forty-one Thousand Five Hundred Dollars ($41,500)" for "Fifty-one Thousand Eight Hundred Seventy-five Dollars ($51,875)."

3.7. Bargaining Units. The requirements of Section 3.2 through Section 3.6 of this Appendix shall not apply with respect to any employee included in a unit of employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one (1) or more employers if there is evidence that retirement benefits are the subject of good faith bargaining between such employee representatives and such employer or employers.

APPENDIX C

QUALIFIED DOMESTIC RELATIONS ORDERS

SECTION 1

GENERAL MATTERS

Terms defined in the Plan Statement shall have the same meanings when used in this Appendix.

1.1. General Rule. The Plan shall not honor the creation, assignment or recognition of any right to any benefit payable with respect to a Participant pursuant to a domestic relations order unless that domestic relations order is a qualified domestic relations order.

1.2. Alternate Payee Defined. The only persons eligible to be considered alternate payees with respect to a Participant shall be that Participant's spouse, former spouse, child or other dependent.

1.3. DRO Defined. A domestic relations order is any judgment, decree or order (including an approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of a Participant and which is made pursuant to a state domestic relations law (including a community property law).

1.4. QDRO Defined. A qualified domestic relations order is a domestic relations order which creates or recognizes the existence of an alternate payee's right to (or assigns to an alternate payee the right to) receive all or a portion of the Account of a Participant under the Plan and which satisfies all of the following requirements.

1.4.1. Names and Addresses. The order must clearly specify the name and the last known mailing address, if any, of the Participant and the name and mailing address of each alternate payee covered by the order.

1.4.2. Amount. The order must clearly specify the amount or percentage of the Participant's Account to be paid by the Plan to each such alternate payee or the manner in which such amount or percentage is to be determined.

1.4.3. Payment Method. The order must clearly specify the number of payments or period to which the order applies.

1.4.4. Plan Identity. The order must clearly specify that it applies to this Plan.

1.4.5. Settlement Options. Except as provided in Section 1.4.8 of this Appendix, the order may not require the Plan to provide any type or form of benefits or any option not otherwise provided under the Plan.

1.4.6. Increased Benefits. The order may not require the Plan to provide increased benefits.

1.4.7. Prior Awards. The order may not require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

1.4.8. Exceptions. The order will not fail to meet the requirements of Section 1.4.5 of this Appendix if:

(a) The order requires payment of benefits be made to an alternate payee before the Participant has separated from service but as of a date that is on or after the date on which the Participant attains (or would have attained) the earliest payment date described in Section 1.4.10 of this Appendix; and

(b) The order requires that payment of benefits be made to an alternate payee as if the Participant had retired on the date on which payment is to begin under such order (but taking into account only the present value of benefits actually accrued); and

(c) The order requires payment of benefits to be made to an alternate payee in any form in which benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the alternate payee and his or her subsequent spouse).

In lieu of the foregoing, the order will not fail to meet the requirements of Section 1.4.5 of this Appendix if the order: (1) requires that payment of benefits be made to an alternate payee in a single lump sum as soon as is administratively feasible after the order is determined to be a qualified domestic relations order, and (2) does not contain any of the provisions described in Section 1.4.9 of this Appendix, and (3) provides that the payment of such single lump sum fully and permanently discharges all obligations of the Plan to the alternate payee.

1.4.9. Deemed Spouse. Notwithstanding the foregoing:

(a) The order may provide that the former spouse of a Participant shall be treated as a surviving spouse of such Participant for the purposes of Section 7 of the Plan Statement (and that any subsequent or prior spouse of the Participant shall not be treated as a spouse of the Participant for such purposes), and

(b) The order may provide that, if the former spouse has been married to the Participant for at least one (1) year at any time, the surviving former spouse shall be deemed to have been married to the Participant for the one (1) year period ending on the date of the Participant's death.

1.4.10. Payment Date Defined. For the purpose of Section 1.4.8 of this Appendix, the earliest payment date means the earlier of:

(a) The date on which the Participant is entitled to a distribution under the Plan; or

(b) The later of (i) the date the Participant attains age fifty (50) years, or (ii) the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant separated from service.

SECTION 2

PROCEDURES

2.1. Actions Pending Review. During any period when the issue of whether a domestic relations order is a qualified domestic relations order is being determined by the Committee, the Committee shall cause the Plan to separately account for the amounts which would be payable to the alternate payee during such period if the order were determined to be a qualified domestic relations order.

2.2. Reviewing DROs. Upon the receipt of a domestic relations order, the Committee shall determine whether such order is a qualified domestic relations order.

2.2.1. Receipt. A domestic relations order shall be considered to have been received only when the Committee shall have received a copy of a domestic relations order which is complete in all respects and is originally signed, certified or otherwise officially authenticated.

2.2.2. Notice to Parties. Upon receipt of a domestic relations order, the Committee shall notify the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant that such domestic relations order has been received. The Committee shall include with such notice a copy of this Appendix.

2.2.3. Comment Period. The Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant shall be afforded a comment period of thirty (30) days from the date such notice is mailed by the Committee in which to make comments or objections to the Committee concerning whether the domestic relations order is a qualified domestic relations order.

By the unanimous written consent of the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant, the thirty (30) day comment period may be shortened.

2.2.4. Initial Determination. Within a reasonable period of time after the termination of the comment period, the Committee shall give written notice to the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant of its decision that the domestic relations order is or is not a qualified domestic relations order. If the Committee determines that the order is not a qualified domestic relations order or if the Committee determines that the written objections of any party to the order being found a qualified domestic relations order are not valid, the Committee shall include in its written notice:

(i) the specific reasons for its decision;

(ii) the specific reference to the pertinent provisions of this Plan Statement upon which its decision is based;

(iii) a description of additional material or information, if any, which would cause the Committee to reach a different conclusion; and

(iv) an explanation of the procedures for reviewing the initial determination of the Committee.

2.2.5. Appeal Period. The Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant shall be afforded an appeal period of sixty (60) days from the date such an initial determination and explanation is mailed in which to make comments or objections concerning whether the original determination of the Committee is correct. By the unanimous written consent of the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant, the sixty (60) day appeal period may be shortened.

2.2.6. Final Determination. In all events, the final determination of the Committee shall be made not later than eighteen (18) months after the date on which first payment would be required to be made under the domestic relations order if it were a qualified domestic relations order. The final determination shall be communicated in writing to the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant.

2.3. Final Disposition. If the domestic relations order is finally determined to be a qualified domestic relations order and all comment and appeal periods have expired, the Plan shall pay all amounts required to be paid pursuant to the domestic relations order to the alternate payee entitled thereto. If the domestic relations order is finally determined not to be a qualified domestic relations order and all comment and appeal periods have expired, benefits under the Plan shall be paid to the person or persons who would have been entitled to such amounts if there had been no domestic relations order.

2.4. Orders Being Sought. If the Committee has notice that a domestic relations order is being or may be sought but has not received the order, the Committee shall not (in the absence of a written request from the Participant) delay payment of benefits to a Participant or Beneficiary which otherwise would be due. If the Committee has determined that a domestic relations order is not a qualified domestic relations order and all comment and appeal periods have expired, the Committee shall not (in the absence of a written request from the Participant) delay payment of benefits to a Participant or Beneficiary which otherwise would be due even if the Committee has notice that the party claiming to be an alternate payee or the Participant or both are attempting to rectify any deficiencies in the domestic relations order. Notwithstanding the above, after the commencement of a divorce action, the Committee shall comply with a restraining order, duly issued by the court handling the divorce, reasonably prohibiting the disposition of a Participant's benefits pending the submission to the Committee of a domestic relations order or prohibiting the disposition of a Participant's benefits pending resolution of a dispute with respect to a domestic relations order.

SECTION 3

PROCESSING OF AWARD

3.1. General Rules. If a benefit is awarded to an alternate payee pursuant to an order which has been finally determined to be a qualified domestic relations order, the following rules shall apply.

3.1.1. Source of Award. If a Participant shall have a Vested interest in more than one Account under the Plan, the benefit awarded to an alternate payee shall be withdrawn from the Participant's Accounts in proportion to his Vested interest in each of them.

3.1.2. Effect on Account. For all purposes of the Plan, the Participant's Account (and all benefits payable under the Plan which are derived in whole or in part by reference to the Participant's Account) shall be permanently diminished by the portion of the Participant's Account which is awarded to the alternate payee. The benefit awarded to an alternate payee shall be considered to have been a distribution from the Participant's Account for the limited purpose of applying any rules of the Plan Statement relating to distributions from an Account that is only partially Vested.

3.1.3. After Death. After the death of an alternate payee, all amounts awarded to the alternate payee which have not been distributed to the alternate payee and which continue to be payable shall be paid in a single lump sum distribution to the personal representative of the alternate payee's estate as soon as administratively feasible, unless the qualified domestic relations order clearly provides otherwise. The Participant's Beneficiary designation shall not be effective to dispose of any portion of the benefit awarded to an alternate payee, unless the qualified domestic relations order clearly provides otherwise.

3.1.4. In-Service Benefits. Any in-service distribution provisions of the Plan Statement shall not be applicable to the benefit awarded to an alternate payee.

3.2. Segregated Account. If the Committee determines that it would facilitate the administration or the distribution of the benefit awarded to the alternate payee or if the qualified domestic relations order so requires, the benefit awarded to the alternate payee shall be established on the books and records of the Plan as a separate account belonging to the alternate payee.

3.3. Former Alternate Payees. If an alternate payee has received all benefits to which the alternate payee is entitled under a qualified domestic relations order, the alternate payee will not at any time thereafter be deemed to be an alternate payee or prior alternate payee for any substantive or procedural purpose of this Plan.

FIRST AMENDMENT
OF
FLUOROWARE, INC.
PENSION PLAN TRUST AGREEMENT
(1995 Restatement)

THIS AGREEMENT, Made and entered into as of May 14, 1998, by and between FLUOROWARE, INC., a Minnesota corporation (the "Principal Sponsor"), and Daniel Quernemoen, James Dauwalter, Stan Geyer, and Richard G. Revord, as trustees (collectively, together with their successors, the "Trustee");

WITNESSETH: That

WHEREAS, The Principal Sponsor has heretofore established and maintains a money purchase pension plan for the benefit of eligible employees which, in most recent amended and restated form, is embodied in a document dated August 26, 1995 and entitled "FLUOROWARE, INC. PENSION PLAN TRUST AGREEMENT (1995 Restatement)" (the "Plan Statement"); and

WHEREAS, The Principal Sponsor has reserved to itself the power to amend the Plan Statement;

NOW, THEREFORE, The Plan Statement is hereby amended in the following respects:

1. EMPLOYER CONTRIBUTION. Effective for Recognized Compensation received on or after June 3, 1998, Section 3.2 of the Plan Years shall be amended to read in full as follows:

3.2.1. Amount. The amount of the Employer contribution made for each eligible Participant under Section 3.3 for the Plan Year ending August 31, 1998 shall be equal to (i) seven percent (7%) of the eligible Participant's Recognized Compensation received during the period from September 1, 1997 to June 2, 1998, and (ii) zero percent (0%) of the eligible Participant's Recognized Compensation received during the period from June 3, 1998 to August 31, 1998. The amount of the Employer contribution made for each eligible Participant under Section 3.3 for each Plan Year ending on or after August 31, 1999 shall be equal to seven percent (7%) of the eligible Participant's Recognized Compensation. Such contributions shall be delivered to the Trustee for deposit in the Fund not later than the time prescribed by federal law (including extensions) for filing the federal income tax return of the Employer for the taxable year which ends nearest to the Plan Year end.

2. SAVINGS CLAUSE. Save and except as herein expressly amended, the Plan Statement shall continue in full force and effect.

IN WITNESS WHEREOF, Each of the Parties hereto has caused these presents to be executed, all as of the day and year first above written.

TRUSTEES:

FLUOROWARE, INC.

_____
Daniel Quernemoen

By_____

Its_____

_____
James Dauwalter

And_____

Its_____

_____
Stan Geyer

_____
Richard G. Revord

SECOND AMENDMENT
OF
FLUOROWARE, INC.
PENSION PLAN TRUST AGREEMENT
(1995 Restatement)

THIS AGREEMENT, Made and entered into as of December __, 1999, by and between FLUOROWARE, INC., a Minnesota corporation (the "Principal Sponsor"), Entegris, Inc. and _____ and _____ as trustees (collectively, together with their successors, the "Trustee");

WITNESSETH: That

WHEREAS, The Principal Sponsor has heretofore established and maintains a money purchase pension plan for the benefit of eligible employees which, in most recent amended and restated form, is embodied in a document dated August 26, 1995 and entitled "FLUOROWARE, INC. PENSION PLAN TRUST AGREEMENT (1995 Restatement)" (the "Plan Statement"); and

WHEREAS, The Principal Sponsor has reserved to itself the power to amend the Plan Statement;

NOW, THEREFORE, The Plan Statement is hereby amended in the following respects:

1. ACCOUNTS. Effective January 1, 2000, Section 1.1.1 shall be amended to read in full as follows:

1.1.1. Accounts-- the following Accounts will be maintained under the Plan for Participants:

(a) Total Account -- a Participant's entire interest in the Fund, including his Regular Account, his Rollover Account, if any, and his Transfer Account, if any.

(b) Regular Account -- the Account maintained for each Participant to which is credited his allocable share of the Employer contributions, together with any increase or decrease thereon.

(c) Rollover Account -- the Account maintained for each Participant to which were credited any rollover contributions made under the Prior Plan Statement, together with any increase or decrease thereon.

(d) Transfer Account-- the Account maintained for each Participant to which is credited his interest, if any, transferred from another qualified plan by the trustee of such other plan pursuant to an agreement made under Section 9.4 hereof and not credited to any other Account pursuant to such agreement (or another provision of this Plan Statement), together with any increase or decrease thereon.

2. CHANGE OF PLAN YEAR. Effective for Plan Years beginning on or after September 1, 1999, the Plan Year beginning on September 1, 1999 shall end on December 31, 1999 and Section 1.1.3 shall be amended to read in full as follows:

1.1.3 Annual Valuation Date-- each December 31.

3. CHANGE OF PLAN YEAR. In connection with the above change of Plan Year, the following special transition rules shall apply as if fully set forth in the Plan Statement:

(a) Eligibility Service. For purposes of determining an employee's Eligibility Service, the twelve (12) month periods ending on the following dates shall be considered Plan Years for purposes of determining computation periods: August 31, 1999 and each prior August 31; and December 31, 1999 and each later December 31. Services performed and Hours of Service earned during the period beginning January 1, 1999 and ending on August 31, 1999 shall be taken into account in the computation period ending August 31, 1999 and in the computation period ending December 31, 1999.

(b) One-Year Break in Service. For purposes of determining whether an Employee has incurred a One-Year Break in Service, the twelve (12) month periods ending on the following dates shall be considered Plan Years for purposes of determining computation periods: August 31, 1999 and each prior August 31; and December 31, 1999 and each later December 31. Services performed and Hours of Service earned during the period beginning January 1, 1999 and ending August 31, 1999 shall be taken into account in the computation period ending August 31, 1999 and in the computation period ending December 31, 1999.

(c) Recognized Compensation. For purposes of determining Recognized Compensation, the remuneration paid to the Participant for the period beginning January 1, 1999 and ending August 31, 1999 shall be taken into account for the full Plan Year ending August 31, 1999 but shall not be taken into account for the short Plan Year ending December 31, 1999. The annual maximum limit for Recognized Compensation shall be prorated for the short Plan Year ending December 31, 1999.

(d) Vesting Service. For purposes of determining an Employee's Vesting Service, the twelve (12) month periods ending on the following dates shall be considered Plan Years for purposes of

determining computation periods: August 31, 1999 and each prior August 31; and December 31, 1999 and each later December 31. Services performed and Hours of Service earned during the period beginning January 1, 1999 and ending August 31, 1999 shall be taken into account in computation period ending August 31, 1999 and in the computation period ending December 31, 1999.

(g) ss. 415 Annual Additions. For purposes of determining ss. 415 compensation, remuneration attributable to the period beginning January 1, 1999 and ending August 31, 1999 shall be taken into account for the full Plan Year ending August 31, 1999 but shall not be taken into account for the short Plan Year ending December 31, 1999. The $30,000 annual addition limit shall be prorated to $7,500 for the short Plan Year ending December 31, 1999.

(k) Annual Contributions. For purposes of determining Employer contributions for Participants as provided in Section 3.2, services performed during and remuneration attributable to the period beginning January 1, 1999 and ending August 31, 1999 shall be taken into account for the full Plan Year ending August 31, 1999 but shall not be taken into account for the short Plan Year ending December 31, 1999.

(l) 1,000 Hour Rule. For purposes of determining whether a Participant is an eligible Participant under Section 3.3, the twelve (12) month periods ending on the following dates shall be considered Plan Years for purposes of determining computation periods: August 31, 1999 and each prior August 31; and December 31, 1999 and each later December 31. Hours of Service earned during the period beginning January 1, 1999 and ending on August 31, 1999 shall be taken into account in the computation period ending August 31, 1999 and in the computation period ending December 31, 1999.

(m) Adjustments. For purposes of determining make-up contributions for omitted participants and correcting mistaken contributions under Section 3.4, events attributable to the period beginning January 1, 1999 and ending August 31, 1999 shall be taken into account for the full Plan Year ending August 31, 1999 but shall not be taken into account for the short Plan Year ending December 31, 1999.

(s) ss. 416 Top Heavy Plan Rules. For purposes of applying contingent top heavy plan rules, the period beginning January 1, 1999 and ending August 31, 1999 shall be taken into account for the full Plan Year ending August 31, 1999 but shall not be taken into account for the short Plan Year ending December 31, 1999. In determining compensation for purposes of applying the top heavy rules, all applicable compensation limits shall be prorated for the short Plan Year ending December 31, 1999. In determining eligibility for the minimum benefit under Section 3.3.1, any applicable hours of service requirement shall be prorated for the short Plan Year ending December 31, 1999.

4. DISABILITY. Effective for Disability determinations made for Plan Years beginning on or after January 1, 2000, Section 1.1.7 of the Plan Statement shall be amended to read in full as follows:

1.1.7. Disability -- a medically determinable physical or mental impairment which: (i) renders the individual incapable of performing any substantial gainful employment, (ii) can be expected to be of long-continued and indefinite duration or result in death, and (iii) is evidenced by a certification to this effect by a doctor of medicine approved by the Committee. In lieu of such a certification, the Committee may accept, as proof of Disability, the official written determination that the individual will be eligible for disability benefits under the federal Social Security Act as now enacted or hereinafter amended (when any waiting period expires). Notwithstanding the foregoing, no Participant will be considered to have a Disability unless such doctor's determination or official Social Security determination is received by the Committee within twelve (12) months after the Participant's last day of active work with the Employer or an Affiliate. The Committee shall determine the date on which the Disability shall have occurred if such determination is necessary.

5. HIGHLY COMPENSATED EMPLOYEE. Effective for determining who is a Highly Compensated Employee for Plan Years beginning on or after September 1, 1997, the Plan Statement shall be amended by the addition of the following new Section 1.1.15 and all subsequent sections (and cross references thereto) shall be renumbered:

1.1.15. Highly Compensated Employee -- any employee who (a) is a five percent (5%) owner (as defined in Appendix B) at any time during the current Plan Year or the preceding Plan Year; or (b) receives compensation from the Employer and all Affiliates during the preceding Plan Year in excess of Eighty Thousand Dollars ($80,000) (as adjusted under the Code for cost-of-living increases). For this purpose, "compensation" means compensation within the meaning of section 415(c)(3) of the Code; provided, however, that compensation for the Plan Year ending August 31, 1997 shall include amounts contributed by the Employer and all Affiliates pursuant to a salary reduction agreement which are excludable from the employee's gross income under sections 125, 402(e)(3), 402(h)(1)(B) or 403(b) of the Code (for later years, such amounts are included in compensation as defined in section 415(c)(3) of the Code). Compensation for any employee who performed services for only part of a year is not annualized for this purpose.

6. HIGHLY COMPENSATED EMPLOYEE. Effective September 1, 1997, the term "highly compensated employee (as defined in section 414 of the Internal Revenue Code)" shall be replaced with "Highly Compensated Employee" each time it appears in the Plan Statement.

7. MILITARY LEAVES. Effective for each Participant who is credited with one or more Hours of Service on account of the performance of duties for the Employer on or after December 12, 1994, Section 1.1.16(d)(i) (formerly Section 1.1.15(d)(i)) of the Plan Statement shall be deleted and all subsequent sections shall be relettered.

8. LEASED EMPLOYEES CLARIFICATION. Effective for each Participant who is credited with one or more Hours of Service on account of the performance of duties for the Employer on or after September 1, 1997, Section 1.1.16(e) (formerly Section 1.1.15(e)) of the Plan Statement shall be amended to read in full as follows:

(e) Special Rules. For periods prior to September 1, 1976, Hours of Service may be determined using whatever records are reasonably accessible and by making whatever calculations are necessary to determine the approximate number of Hours of Service completed during such prior period. To the extent not inconsistent with other provisions hereof, Department of Labor regulations 29 C.F.R.ss. 2530.200b-2(b) and (c) are hereby incorporated by reference herein. To the extent required under section 414 of the Code, services of leased owners, leased managers, shared employees, shared leased employees and other similar classifications (excluding Leased Employees) for the Employer or an Affiliate shall be taken into account as if such services were performed as a common law employee of the Employer for the purposes of determining Eligibility Service, Vesting Service and One-Year Breaks in Service as applied to Vesting Service and Eligibility Service. For purposes of the Plan, application of the leased employee rules under section 414(n) of the Code shall be subject to the following: (i) "contingent services" shall mean services performed by a person for the Employer or an Affiliate during the period the person has not performed the services on a substantially full time basis for a period of at least twelve (12) consecutive months, (ii) except as provided in (iii), contingent services shall not be taken into account for purposes of determining Eligibility Service, Vesting Service and One Year Breaks in Service as applied to Vesting Service and Eligibility Service, (iii) contingent services performed by a person who has become a Leased Employee shall be taken into account for purposes of determining Eligibility Service, Vesting Service, and One-Year Breaks in Service as applied to Vesting Service and Eligibility Service, and (iv) all service performed as a Leased Employee (i.e., all service following the date an individual has satisfied all three requirements for becoming a Leased Employee) shall be taken into account for purposes of determining Eligibility Service, Vesting Service and One-Year Breaks in Service as applied to Vesting Service and Eligibility Service.

9. LEASED EMPLOYEE. Effective for Plan Years beginning on or after September 1, 1997, the Plan Statement shall be amended by the addition of the following new Section 1.1.18 and all subsequent sections (and all cross references thereto) shall be renumbered:

1.1.18. Leased Employee-- any individual (other than an employee of the Employer or an Affiliate) who performs services for the Employer or an Affiliate if (i) services are performed under an

agreement between the Employer or an Affiliate and an individual or company, (ii) the individual performs services for the Employer or an Affiliate on a substantially full time basis for a period of at least twelve (12) consecutive months, and (iii) the individual's services are performed under the primary direction or control of the Employer or an Affiliate. In determining whether an individual is a Leased Employee of the Employer or an Affiliate, all prior service with the Employer or an Affiliate (including employment as a common law employee) shall be used for purposes of satisfying (ii) above. No individual shall be considered a Leased Employee unless and until all conditions have been satisfied.

10. PARTICIPANT. Effective January 1, 2000, Section 1.1.20 (formerly Section 1.1.18) of the Plan Statement shall be amended to read in full as follows:

1.1.20. Participant -- an employee of the Employer who becomes a Participant in the Plan in accordance with the provisions of Section 2 or any comparable provision of the Prior Plan Statement. An employee who has become a Participant shall be considered to continue as a Participant in the Plan until the date of the Participant's death or, if earlier, the date when the Participant is no longer employed in Recognized Employment and upon which the Participant no longer has any Account under the Plan (that is, the Participant has both received a distribution of all of the Participant's Vested Total Account, if any, and the non-Vested portion of his Account has been forfeited and disposed of as provided in Section 6.2). An employee who has not become a Participant in the Plan in accordance with the provisions of Section 2 and who made a rollover contribution to the Plan under the Prior Plan Statement shall be considered a Participant solely for the purpose of making the rollover contribution and receiving a distribution upon an Event of Maturity in accordance with the provisions of Section 7.

11. PRINCIPAL SPONSOR. Effective January 1, 2000, Section 1.1.26 (formerly Section 1.1.24) of the Plan Statement shall be amended to read in full as follows:

1.1.26. Principal Sponsor-- Entegris, Inc., a Minnesota corporation.

12. RECOGNIZED COMPENSATION - EXCLUDED ITEMS. Effective for compensation paid to employees for Plan Years beginning on or after January 1, 2000, Section 1.1.28(b) (formerly Section 1.1.26(b)) of the Plan Statement shall be amended to read in full as follows:

(b) Excluded Items. In determining a Participant's Recognized Compensation there shall be excluded all of the following: (i) reimbursements or other expense allowances (including all living and other expenses paid on account of the Participant being on foreign assignment), (ii) welfare and fringe benefits (both cash and noncash) including third-party sick pay (i.e., short-term and long-term disability insurance benefits), income imputed from insurance coverages and premiums, employee discounts and other similar amounts, payments for vacation or sick leave accrued but not taken, final payments on account of termination of employment (i.e., severance payments), except that final payments on account of

settlement for accrued but unused paid time off shall be taken into account in determining a Participant's Recognized Compensation, (iii) moving expenses, (iv) deferred compensation (both when deferred and when received), and (v) the value of a qualified or a non-qualified stock option granted to a Participant by the Employer to the extent such value is includable in the Participant's taxable income.

13. RECOGNIZED COMPENSATION - FAMILY AGGREGATION. Effective for compensation paid to employees for Plan Years beginning on or after September 1, 1997, Section 1.1.28(h) (formerly Section 1.1.26(h)) of the Plan Statement shall be amended to read in full as follows:

(h) Annual Maximum. A Participant's Recognized Compensation for a Plan Year shall not exceed the annual compensation limit under section 401(a)(17) of the Code, which is One Hundred Sixty Thousand Dollars ($160,000) (as adjusted under the Code for cost-of-living increases).

14. EMPLOYMENT CLASSIFICATION CLARIFICATION. Effective for determining which persons are employed in Recognized Employment during Plan Years beginning on or after September 1, 1997, Section 1.1.29 (formerly Section 1.1.27) of the Plan Statement shall be amended to read in full as follows:

1.1.29. Recognized Employment -- all service with the Employer by persons classified by the Employer as common law employees, excluding, however, service classified by the Employer as:

(a) employment in a unit of employees whose terms and conditions of employment are subject to a collective bargaining agreement between the Employer and a union representing that unit of employees, unless (and to the extent) such collective bargaining agreement provides for the inclusion of those employees in the Plan,

(b) employment of a nonresident alien who is not receiving any earned income from the Employer which constitutes income from sources within the United States,

(c) employment in a division or facility of the Employer which is not in existence on September 1, 1985 (that is, was acquired, established, founded or produced by the liquidation or similar discontinuation of a separate subsidiary after September 1, 1985) unless and until the Committee shall declare such employment to be Recognized Employment,

(d) employment of a United States citizen or a United States resident alien outside the United States unless and until the Committee shall declare such employment to be Recognized Employment,

(e) services of a person who is not a common law employee of the Employer including, without limiting the generality of the foregoing, services of a Leased Employee, leased owner, leased manager, shared employee, shared Leased Employee, temporary worker, independent contractor, contract worker, agency worker, freelance worker or other similar classification,

(f) employment of a Highly Compensated Employee to the extent agreed to in writing by the employee, and

(g) employment as a temporary employee.

The Employer's classification of a person at the time of inclusion or exclusion in Recognized Employment shall be conclusive for the purpose of the foregoing rules. No reclassification of a person's status with the Employer, for any reason, without regard to whether it is initiated by a court, governmental agency or otherwise and without regard to whether or not the Employer agrees to such reclassification, shall result in the person being included in Recognized Employment, either retroactively or prospectively. Notwithstanding anything to the contrary in this provision, however, the Principal Sponsor may declare that a reclassified person will be included in Recognized Employment, either retroactively or prospectively. Any uncertainty concerning a person's classification shall be resolved by excluding the person from Recognized Employment.

15. VALUATION DATE. Effective January 1, 2000, Section 1.1.34 (formerly Section 1.1.32) of the Plan Statement shall be amended to read in full as follows:

1.1.34. Valuation Date-- any date that the New York Stock Exchange is open and conducting business.

16. USERRA COMPLIANCE. Effective December 12, 1994, Section 1 of the Plan Statement shall be amended by the addition of the following new Section 1.2 and all subsequent sections shall be renumbered.

1.2. Compliance With Uniformed Services Employment and Reemployment Rights Act of 1994. Effective for veterans rehired on or after December 12, 1994, and notwithstanding any provision of the Plan Statement to the contrary, contributions, benefits or service credits, if any, will be provided in accordance with section 414(u) of the Code.

17. ENTRANCE DATES. Effective for employees who first become Participants in Plan Years beginning on or after January 1, 2000, Section 2.1 of the Plan Statement shall be amended to read in full as follows:

2.1. General Eligibility Rule. Each employee shall become a Participant on the first day of the first, fourth, seventh or tenth month of the Plan Year coincident with or next following the date as of which the employee has completed one (1) year of Eligibility Service, if the employee is then employed in Recognized Employment. If the employee is not then employed in Recognized Employment, the employee shall become a Participant on the first date thereafter upon which the employee enters Recognized Employment.

18. EMPLOYER CONTRIBUTIONS. Effective for Employer contributions made for Plan Years beginning on or after January 1, 2000, Section 3.2.1 of the Plan Statement shall be amended to read in full as follows:

3.2.1. Amount. The amount of the Employer contribution made for each eligible Participant under Section 3.3 for each Plan Year shall be equal to three percent (3%) of the eligible Participant's Recognized Compensation. Such contributions shall be delivered to the Trustee for deposit in the Fund not later than the time prescribed by federal law (including extensions) for filing the federal income tax return of the Employer for the taxable year which ends nearest to the Plan Year end.

19. ESTABLISHMENT OF SUBFUNDS Effective for Plan Years beginning on or after January 1, 2000, Section 4.1 of the Plan Statement shall be amended to read in full as follows:

4.1.1. Establishing Commingled Subfunds. At the direction of the Committee, the Trustee shall divide the Fund into two (2) or more Subfunds, which shall serve as vehicles for the investment of Participants' Accounts. The Committee shall determine the general investment characteristics and objectives of each Subfund and, with respect to each Subfund, shall either (i) designate that the Trustee or an Investment Manager or the Committee has investment discretion over such Subfund, or (ii) designate one or more selected pooled investment vehicles (such as collective funds, group trusts, mutual funds, group annuity contracts and separate accounts under insurance contracts) to constitute such Subfund. The Trustee, Investment Manager or the Committee, as the case may be, shall have complete investment discretion over each Subfund to which it has been assigned investment discretion, subject only to the general investment characteristics and objectives established for the particular Subfund. Until otherwise determined by the Committee, the Subfunds to be maintained hereunder shall consist of the separate investment funds established and maintained under the Prior Plan Statement.

4.1.2. Individual Subfunds. The Committee also may (but is not required to) establish additional Subfunds that consist solely of all or a part of the assets of a single Participant's Total Account, which assets the Participant controls by investment directives to the Trustee and which may not be commingled with the assets of any other Participant's Accounts. In no event, however, shall the Participant be allowed to direct the investment of assets in such individual Subfund in any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage or other similar tangible personal property if the investment in such property shall have been prohibited by the Secretary of the Treasury.

Notwithstanding anything apparently to the contrary in Section 10.6, each Participant, each Beneficiary and each alternate payee for whom an individually directed Subfund is maintained shall be responsible for the exercise of any voting or similar rights which exist with respect to assets in such individually directed Subfund. The Trustee shall cooperate with Participants, Beneficiaries and alternate payees to permit them to exercise such rights. The Trustee shall not independently exercise such rights. Any Beneficiary of a deceased Participant with an individually directed Subfund shall have the responsibility to direct investments for such Subfund until the Beneficiary directs the Trustee otherwise in writing.

4.1.3. Operational Rules. The Committee shall adopt rules specifying the circumstances under which a particular Subfund may be elected, or shall be automatically utilized, the minimum or maximum amount or percentage of an Account which may be invested in a particular Subfund, the procedures for making or changing investment elections, the extent (if any) to which Beneficiaries of deceased Participants may make investment elections and the effect of a Participant's or Beneficiary's failure to make an effective election with respect to all or any portion of an Account.

4.1.4. Revising Subfunds. The Committee shall have the power, from time to time, to dissolve Subfunds, to direct that additional Subfunds be established and, under rules, to withdraw or limit participation in a particular Subfund. In connection with the power to commingle reserved to the Trustee under Section 10.6, the Committee shall also have the power to direct the Trustee to consolidate any separate Subfunds hereunder with any other separate Subfunds having the same investment objectives which are established under any other retirement plan trust fund of the Employer or any business entity affiliated in ownership or management with the Employer of which the Trustee is trustee and which are managed by the Trustee or the same Investment Manager.

4.1.5. ERISA Section 404(c) Compliance. The Committee may establish investment Subfunds and operational rules which are intended to satisfy section 404(c) of ERISA and the regulations thereunder. Such investment Subfunds shall permit Participants, Beneficiaries and alternate payees the opportunity to choose from at least three investment alternatives, each of which is diversified, each of which presents materially different risk and return characteristics, and which, in the aggregate, enable Participants, Beneficiaries and alternate payees to achieve a portfolio with appropriate risk and return characteristics consistent with minimizing risk through diversification. Such operational rules shall provide the following, and shall otherwise comply with section 404(c) of ERISA and the regulations and rules promulgated thereunder from time to time:

(a) Participants, Beneficiaries and alternate payees may give investment instructions to the Trustee at least once every three months;

(b) the Trustee must follow the investment instructions of Participants, Beneficiaries and alternate payees that comply with the Plan's operational rules, provided that the Trustee may in any event decline to follow any investment instructions that:

(i) would result in a prohibited transaction described in section 406 of ERISA or section 4975 of the Code;

(ii) would result in the acquisition of an asset that might generate income which is taxable to the Plan;

(iii) would not be in accordance with the documents and instruments governing the Plan insofar as they are consistent with Title I of ERISA;

(iv) would cause a fiduciary to maintain indicia of ownership of any assets of the Plan outside of the jurisdiction of the district courts of the United States other than as permitted by section 404(b) of ERISA and Department of Labor regulation section 2050.404b-1;

(v) would jeopardize the Plan's tax status under the Code;

(vi) could result in a loss in excess of a Participant's, Beneficiary's or Alternate Payee's Account balance;

(c) Participants, Beneficiaries and alternate payees shall be periodically informed of actual expenses to their Accounts which are imposed by the Plan and which are related to their Plan investment decisions.

(d) With respect to any Subfund consisting of Employer securities and intended to satisfy the requirements of section 404(c) of ERISA, (i) Participants, Beneficiaries and alternate payees shall be entitled to all voting, tender and other rights appurtenant to the ownership of such securities, (ii) procedures shall be established to ensure the confidential exercise of such rights, except to the extent necessary to comply with federal and state laws not preempted by ERISA, and (iii) the Trustee or other independent fiduciary designated by the Committee shall ensure the sufficiency of and compliance with such confidentiality procedures.

20. VALUATION AND ADJUSTMENT OF ACCOUNTS. Effective for Plan Years beginning on or after January 1, 2000, Section 4.2 of the Plan Statement shall be amended to read in full as follows:

4.2. Valuation and Adjustment of Accounts.

4.2.1. Valuation of Fund. The Trustee shall value each subfund from time to time (but not less frequently than each Annual Valuation Date), which valuation shall reflect, as nearly as possible, the then fair market value of the assets comprising such subfund (including income accumulations therein).

In making such valuations, the Trustee may rely upon information supplied by any Investment Manager having investment responsibility over the particular subfund.

4.2.2. Adjustment of Accounts. The Principal Sponsor shall cause the value of each Account or portion of an Account invested in a particular subfund (including undistributed Total Accounts) to be increased (or decreased) from time to time for distributions, contributions, investment gains (or losses) and expenses charged to the Account.

4.2.3. Rules. The Committee shall establish additional rules for the adjustment of Accounts, including the times when contributions shall be credited under Section 3 for the purposes of allocating gains or losses under this Section 4.

21. MANAGING AND INVESTING FUNDS. Effective for Plan Years beginning on or after January 1, 2000, Section 4.3 of the Plan Statement shall be amended to read in full as follows:

4.3. Management and Investment of Fund. The Fund in the hands of the Trustee, together with all additional contributions made thereto and together with all net income thereof, shall be controlled, managed, invested, reinvested and ultimately paid and distributed to Participants and Beneficiaries and alternate payees by the Trustee with all the powers, rights and discretions generally possessed by trustees, and with all the additional powers, rights and discretions conferred upon the Trustee under this Plan Statement. Except to the extent that the Trustee is subject to the authorized and properly given investment directions of the Committee, an Investment Manager, a Participant, a Beneficiary or an alternate payee, and subject to the directions of the Committee with respect to the payment of benefits hereunder, the Trustee shall have the exclusive authority to manage and control the assets of the Fund and shall not be subject to the direction of any person in the discharge of its duties, nor shall its authority be subject to delegation or modification except by formal amendment of this Plan Statement.

22. MATURITY. Effective for all Events of Maturity occurring on or after January 1, 2000, Section 6 of the Plan Statement shall be amended to read in full as follows:

SECTION 6

MATURITY

6.1. Events of Maturity. A Participant's Total Account shall mature and the Vested portion shall become distributable in accordance with Section 7 upon the earliest occurrence of any of the following events while in the employment of the Employer or an Affiliate:

(a) the Participant's death;

(b) the Participant's termination of employment, whether voluntary or involuntary;

(c) the attainment of age seventy and one-half (70-1/2) years by a Participant who is a five percent (5%) owner (as defined in Appendix B) at any time during the year in which the Participant attained age seventy and one-half (70-1/2) years and the crediting of any amounts to such a Participant's Account after such time; or

(d) the Participant's Disability;

provided, however, that a transfer from Recognized Employment to employment with the Employer that is other than Recognized Employment or a transfer from the employment of one Employer participating in the Plan to another such Employer or to any Affiliate shall not constitute an Event of Maturity.

6.2. Forfeitures.

6.2.1. Forfeiture of Nonvested Portion of Accounts. Following the occurrence of a Participant's Event of Maturity, the non-Vested portion of the Participant's Regular Account, if any, shall be forfeited as soon as administratively practicable on or after the Participant's forfeiture event. A forfeiture event shall occur with respect to a Participant upon the earliest of:

(a) the occurrence after an Event of Maturity of five (5) consecutive One-Year Breaks in Service,

(b) the distribution after an Event of Maturity to (or with respect to) a Participant of the entire Vested portion of the Total Account of the Participant,

(c) the death of the Participant at a time and under circumstances which do not entitle the Participant to be fully (100%) Vested in the Participant's Total Account, or

(d) the Event of Maturity of a Participant who has no Vested interest in the Participant's Total Account.

6.2.2. Restoration Upon Rehire After Forfeiture. If the Participant returns to employment with the Employer or an Affiliate after the non-Vested portion of the Participant's Regular Account has been forfeited and before the Participant has five (5) consecutive One-Year Breaks in Service, the amount so forfeited shall be restored to the Participant's Regular Account as of the Valuation Date coincident with or next following the date the Participant returns (without adjustment for gains or losses after such forfeiture).

6.2.3. Use of Forfeitures. Forfeitures shall be used for the following purposes (and, unless the Principal Sponsor determines otherwise, in the following order): to make restorations for rehired

Participants of the same Employer as required in Section 6.2.2, to reduce Employer contributions, to reduce Plan expenses in the Plan Year in which the Participant's forfeiture event occurred or in the succeeding Plan Year, or to correct errors, omissions and exclusions. To the extent forfeitures are used to reduce Employer contributions, they shall be added as soon as administratively practicable to the reduced Employer contribution, if any, to be allocated to the Regular Accounts of all Participants employed by the same Employer as provided in Section 3.1. Any forfeitures remaining at the termination of the Plan shall be considered to be a discretionary contribution and shall be allocated to the Regular Accounts of Participants in the same ratio in which the Recognized Compensation of each such eligible Participant for the Plan Year bears to the Recognized Compensation for such Plan Year of all such eligible Participants.

6.2.4. Source of Restoration. The amount necessary to make the restoration required under Section 6.2.2 shall come first from the forfeitures of Participants of the rehiring Employer. If such forfeitures are not adequate for this purpose, the rehiring Employer shall make a contribution adequate to make the restoration (in addition to any contributions made under Section 3). If the Participant is rehired by an Affiliate that is not an Employer, the amount necessary to make the restoration shall come first from the forfeitures of Participants of the Principal Sponsor and, if such forfeitures are not adequate for this purpose, then the Principal Sponsor shall make a contribution adequate to make the restoration (in addition to any contributions made under Section 3).

23. EXCEPTION FOR SMALL AMOUNTS. Effective for Plan Years beginning on or after September 1, 1997, Section 7.1.2 of the Plan Statement shall be amended to read in full as follows:

7.1.2. Exception for Small Amounts. A Vested Total Account which does not exceed Five Thousand Dollars ($5,000) shall be distributed automatically in a single lump sum as soon as administratively practicable after the Participant's Event of Maturity without an application for distribution. A Participant who has no Vested interest in the Participant's Total Account as of the Participant's Event of Maturity shall be deemed to have received an immediate distribution of the Participant's entire interest in the Plan as of such Event of Maturity.

24. REQUIRED NOTICES. Effective for providing required notices for distributions payable on or after January 1, 2000, Section 7.1.4 of the Plan Statement shall be amended to read in full as follows:

7.1.4. Notices. The Committee will issue such notices as may be required under sections 402(f), 411(a)(11), 417(a)(3) and other sections of the Code in connection with distributions from the Plan, and no distribution will be made unless it is consistent with such notice requirements. Generally, distributions may not commence as of a date that is more than ninety (90) days or less than thirty (30) days after such notices are given to the Participant. Distribution may commence less than thirty (30) days after the notice required under section 1.411(a)-11(c) of the Income Tax Regulations or the notice required under section 1.402(f)-1 of the Income Tax Regulations is given, provided however, that:

(a) the Committee clearly informs the distributee that the distributee has a right to a period of at least thirty (30) days after receiving such notices to consider whether or not to elect distribution and, if applicable, to elect a particular distribution option;

(b) the distributee, after receiving the notice, affirmatively elects a distribution; and

(c) the distributee may revoke an affirmative distribution election by notifying the Committee of such revocation prior to the date as of which such distribution is to be made; and

(d) the date as of which distribution is to be made is at least seven (7) days after the date the distributee received the notice required under section 417(a)(3) of the Code.

25. ELIGIBLE ROLLOVER DISTRIBUTION. Effective for all distributions occurring on or after January 1, 2000, Section 7.1.5(a) of the Plan Statement shall be amended to read in full as follows:

(a) Eligible rollover distribution means any distribution of all or any portion of a Total Account to a distributee who is eligible to elect a direct rollover except (i) any distribution that is one of a series of substantially equal installments payable not less frequently than annually over the life expectancy of such distributee and such distributee's designated Beneficiary, and (ii) any distribution that is one of a series of substantially equal installments payable not less frequently than annually over a specified period of ten (10) years or more, and (iii) any distribution to the extent of such distribution is required under section 401(a)(9) of the Code, and (iv) any hardship distribution described under 401(k)(2)(B)(i)(IV) of the Code that is made after December 31, 1999, and (v) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

26. TIME OF DISTRIBUTION. Effective for distributions occurring on or after January 1, 2000, the introductory paragraph to Section 7.2 and Section 7.2.1 of the Plan Statement shall be amended to read in full as follows:

7.2. Time of Distribution. Upon the receipt of a proper application for distribution from the distributee after the occurrence of an Event of Maturity effective as to a Participant, and after the right of the distributee to receive a distribution has been established, the Committee shall cause the Trustee to determine the value of the Participant's Vested Total Account and to make distribution of such Vested Total Account as soon as administratively practicable after the distributee requests a distribution.

Distribution, however, shall not be made or commenced as of a date which is earlier than nor later than the dates specified below:

7.2.1. Earliest Beginning Date. Distribution shall not be made earlier than the earliest beginning date.

(a) Participant. If the distributee is a Participant, the earliest beginning date is the Participant's Event of Maturity.

(b) Beneficiary. If the distributee is a Beneficiary of a Participant, the earliest beginning date is the date of such Participant's death.

Distribution shall not be made, however, as of a date which is earlier than the date the Committee receives any required application for distribution and any required notice period has expired.

27. TIME OF DISTRIBUTION. Effective for distributions occurring on or after January 1, 2000, Section 7.2.2 of the Plan Statement shall be amended to read in full as follows:

7.2.2. Required Beginning Date. Distribution shall be made or commenced not later than the required beginning date applicable to the distributee.

(a) Participant. If the distributee is a Participant who is not a five percent (5%) owner (as defined in Appendix B), then the Participant's required beginning date is the later of (i) the April 1 following the calendar year in which the Participant attains age seventy and one-half (70-1/2) years, or (ii) the April 1 following the calendar year in which the Participant terminates employment.

(b) Special Rule for Participant who is a Five Percent (5%) Owner. If the distributee is a Participant who is a five percent (5%) owner (as defined in Appendix B) at any time during the Plan Year in which such Participant attains age seventy and one-half (70-1/2) years, then the Participant's required beginning date is the April 1 following the calendar year in which the Participant attains age seventy and one-half (70-1/2) years.

(c) Beneficiary. If the distributee is the Beneficiary of a Participant, then the Beneficiary's required beginning date is the December 31 of the calendar year in which occurs the fifth (5th) anniversary of the Participant's death; provided, however, that if the Beneficiary is the surviving spouse of the Participant and if distributions will be made to such surviving spouse in the Life Annuity Contract, the required beginning date is the December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70-1/2) years.

28. FORMS OF DISTRIBUTIONS. Effective for distributions occurring on or after September 1, 1997, Section 7.3.2 of the Plan Statement shall be amended to read in full as follows:

7.3.2. Presumptive Form. The selection of a form of distribution shall be subject, however, to the following:

(a) Required Lump Sum. As provided in Section 7.1.2, if the value of the Participant's Vested Total Account does not exceed Five Thousand Dollars ($5,000)), the distribution shall be made in a single lump sum.

(b) Married Participant. In the case of any distribution which is to be made:

(i) when paragraph (a) above is not applicable, and

(ii) to a Participant who is married on the date when such distribution is to be made, and

(iii) to a Participant who has not rejected distribution in the form of a QJ&SA contract,

distribution shall be effected for such Participant by applying the entire Vested Total Account to purchase and distribute to such Participant a QJ&SA contract. A Participant may reject distribution in the form of a QJ&SA contract by filing with the Committee an affirmative written rejection of distribution in that form and an election of a lump sum form of distribution not more than ninety (90) days before the date of distribution. Such a rejection may be made or revoked at any time and any number of times until the date of distribution. A rejection shall not be effective unless the Participant's spouse consents. To be valid, the consent of the spouse must be in writing, must acknowledge the effect of the distribution, must be witnessed by a notary public, must be given during the ninety (90) day period before the date of distribution and must relate to that specific distribution. The consent of the spouse must be to a lump sum form of distribution. The Participant may elect to change the form of distribution to the QJ&SA contract without any requirement of further spousal consent. The consent of the spouse shall be irrevocable and shall be effective only with respect to that spouse. Distribution shall not commence more than ninety (90) days after nor, subject to Section 7.1.4, less than thirty (30) days after the date the Participant is furnished with a written explanation of the terms and conditions of the QJ&SA contract, the Participant's right to reject, and the effect of rejecting, distribution in the form of the QJ&SA contract, the requirement for the consent of the Participant's spouse, the right to

revoke a prior rejection of distribution in the form of a QJ&SA contract, and the right to make any number of further revocations or rejections until the date of distribution.

(c) Unmarried Participant. In the case of any distribution which is to be made:

(i) when paragraph (a) above is not applicable, and

(ii) to a Participant who is not married on the date when such distribution is to be made, and

(iii) to a Participant who has not rejected distribution in the form of a Life Annuity contract,

distribution shall be effected for such Participant by applying the entire Vested Total Account to purchase and distribute to such Participant a Life Annuity contract. A Participant may reject distribution in the form of a Life Annuity contract by filing with the Committee an affirmative written rejection of distribution in that form and an election of a lump sum form of distribution not more than ninety (90) days before the date of distribution. Such a rejection may be made or revoked at any time and any number of times until the date of distribution. Distribution shall not commence more than ninety (90) days after nor, subject to Section 7.1.4, less than thirty (30) days after the Participant is furnished with a written explanation of the terms and conditions of the Life Annuity contract, the Participant's right to reject, and the effect of rejecting, distribution in the form of the Life Annuity contract, the right to revoke a prior rejection of distribution in the form of a Life Annuity contract, and the right to make any number of further revocations or rejections until the date of distribution.

(d) Surviving Spouse. In the case of a distribution which is made:

(i) when paragraph (a) above is not applicable, and

(ii) to the surviving spouse of a Participant, and

(iii) when such surviving spouse has not rejected distribution in the form of a Life Annuity contract,

distribution shall be effected for such surviving spouse by applying the entire Vested Total Account to purchase and distribute to such surviving spouse a Life Annuity contract. A surviving spouse may reject distribution in the form of a Life

Annuity contract by filing with the Committee an affirmative written rejection of distribution in that form and an election of a lump sum form of distribution not more than ninety (90) days before the date of distribution. Such a rejection may be made or revoked at any time and any number of times until the date of distribution. Distribution shall not commence more than ninety (90) days after nor, subject to Section 7.1.4, less than thirty (30) days after the Participant is furnished with a written explanation of the terms and conditions of the Life Annuity contract, the surviving spouse's right to reject, and the effect of a rejection of, distribution in the form of the Life Annuity contract, the right to revoke a prior rejection of distribution in the form of a Life Annuity contract, and the right to make any number of further revocations or rejections until the date of distribution.

(e) QJ&SA Contract. A QJ&SA contract is an immediate annuity contract issued as an individual policy or under a master or group contract which provides for a monthly annuity payable to and for the lifetime of the Participant beginning as of the date of distribution with a survivor annuity payable monthly after the death of the Participant to and for the lifetime of the surviving spouse of the Participant (to whom the Participant was married on the date as of which the first payment is due) in an amount equal to fifty percent (50%) of the amount payable during the joint lives of the Participant and the surviving spouse. The contract shall be a QJ&SA contract only if it is issued on a premium basis which does not discriminate on the basis of the sex of the Participant or the surviving spouse.

(f) Life Annuity Contract. A Life Annuity contract is an immediate annuity contract issued as an individual policy or under a group or master contract which provides for a monthly annuity payable to and for (i) the lifetime of an unmarried Participant beginning as of the date of distribution, or (ii) the lifetime of the surviving spouse of a Participant beginning as of the date of distribution. The contract shall be a Life Annuity contract only if it is issued on a premium basis which does not discriminate on the basis of the sex of the Participant or the surviving spouse.

29. DISCLAIMERS BY AND DEFINITIONS OF BENEFICIARIES. Effective with respect to Participants who die on or after January 1, 2000, Sections 7.4.4 and 7.4.5 of the Plan Statement shall be amended to read in full as follows:

7.4.4. Disclaimers by Beneficiaries. A Beneficiary entitled to a distribution of all or a portion of a deceased Participant's Vested Total Account may disclaim his or her interest therein subject to the following requirements. To be eligible to disclaim, a Beneficiary must not have received a distribution of all or any portion of a Vested Total Account at the time such disclaimer is executed and delivered, and, if a natural person, must have attained legal age as of the date of the disclaimer. Any disclaimer must be in writing and must be executed by the Beneficiary before a notary public. A disclaimer shall state that the

Beneficiary's entire interest in the undistributed Vested Total Account is disclaimed or shall specify what portion thereof is disclaimed. To be effective, duplicate original executed copies of the disclaimer must be both executed and actually delivered to both the Committee and to the Trustee after the date of the Participant's death but not later than nine (9) months after the date of the Participant's death. A disclaimer shall be irrevocable when delivered to both the Committee and the Trustee. A disclaimer shall be considered to be delivered to the Committee or the Trustee only when actually received by the Committee or the Trustee (and in the case of a corporate Trustee, shall be considered to be delivered only when actually received by a trust officer familiar with the affairs of the Plan). The Committee (and not the Trustee) shall be the sole judge of the content, interpretation and validity of a purported disclaimer. Upon the filing of a disclaimer that complies with the foregoing requirements, the Beneficiary shall be considered not to have survived the Participant as to the interest disclaimed. A disclaimer by a Beneficiary shall not be considered to be a transfer of an interest in violation of the provisions of Section 8 and shall not be considered to be an assignment or alienation of benefits in violation of federal law prohibiting the assignment or alienation of benefits under this Plan. No other form of attempted disclaimer shall be recognized by either the Committee or the Trustee. The foregoing requirements are solely for the purpose of disclaiming benefits under the Plan, and compliance with these requirements does not assure that the disclaimer will be valid for tax purposes or any other purposes. It is the exclusive responsibility of the disclaimant to assure compliance with any and all necessary requirements to assure proper tax treatment of the disclaimer if that is one of its intended purposes.

7.4.5. Definitions. When used herein and, unless the Participant has otherwise specified in the Participant's Beneficiary designation, when used in a Beneficiary designation, "issue" means all persons who are lineal descendants of the person whose issue are referred to, subject to the following:

(a) a legally adopted child and the adopted child's lineal descendants always shall be lineal descendants of each adoptive parent (and of each adoptive parent's lineal ancestors);

(b) a legally adopted child and the adopted child's lineal descendants never shall be lineal descendants of any former parent whose parental rights were terminated by the adoption (or of that former parent's lineal ancestors); except that if, after a child's parent has died, the child is legally adopted by a stepparent who is the spouse of the child's surviving parent, the child and the child's lineal descendants shall remain lineal descendants of the deceased parent (and the deceased parent's lineal ancestors);

(c) if the person (or a lineal descendant of the person) whose issue are referred to is the parent of a child (or is treated as such under applicable law) but never received the child into that parent's home and never openly held out the child as that parent's child (unless doing so was precluded solely by death), then neither the child nor the child's lineal descendants shall be issue of the person.

"Child" means an issue of the first generation; "per stirpes" means in equal shares among living children of the person whose issue are referred to and the issue (taken collectively) of each deceased child of such person, with such issue taking by right of representation of such deceased child; and "survive" and "surviving" mean living after the death of the Participant.

30. FACILITY OF PAYMENT. Effective for distributions occurring on or after January 1, 2000, Section 7.7 of the Plan Statement shall be amended to read in full as follows:

7.7. Facility of Payment. In case of the legal disability, including minority, of a Participant, Beneficiary or alternate payee entitled to receive any distribution under the Plan, payment shall be made, if the Committee shall be advised of the existence of such condition:

(a) to the duly appointed guardian or conservator of such Participant, Beneficiary or alternate payee, or

(b) to the duly appointed attorney-in-fact or other legal representative of such Participant, Beneficiary or alternate payee, but only if the appointment has been made in a manner approved by the Trustee, or

(c) to a person or institution entrusted with the care or maintenance of the incompetent or disabled Participant, Beneficiary or alternate payee, provided, however, such person or institution has satisfied the Committee that the payment will be used for the best interest and assist in the care of such Participant, Beneficiary or alternate payee, and provided further, that no prior claim for said payment has been made by a duly appointed guardian, conservator, attorney-in-fact or other legal representative of such Participant, Beneficiary or alternate payee as provided above.

Any payment made in accordance with the foregoing provisions of this Section shall constitute a complete discharge of any liability or obligation of the Employer, the Committee, the Trustee and the Fund therefor.

31. AMENDMENT. Effective January 1, 2000, Section 9.1 of the Plan Statement shall be amended to read in full as follows:

9.1. Amendment. The Principal Sponsor reserves the power to amend this Plan Statement in any respect and either prospectively or retroactively or both:

(a) in any respect by resolution of its Board of Directors; and

(b) in any respect that does not materially increase the cost of the Plan by action of the Committee (with the written concurrence of the Chief Executive Officer of the Principal Sponsor);

provided that no amendment shall be effective to reduce or divest the Total Account of any Participant unless the same shall have been adopted with the consent of the Secretary of Labor pursuant to the provisions of ERISA, or in order to comply with the provisions of the Code and the regulations and rulings thereunder affecting the tax-qualified status of the Plan and the deductibility of Employer contributions thereto. Notwithstanding the foregoing, no amendment shall be effective to increase the duties of the Trustee without its consent. No oral or written statement shall be effective to amend the Plan Statement unless it is duly authorized by the Board of Directors or the Committee. The power to amend the Plan Statement may not be delegated. Notwithstanding anything in this Plan Statement to the contrary, the Committee may adopt rules to facilitate compliance with the rules and requirements of the Securities Exchange Commission, including Section 16, which rules may limit rights under the Plan for certain Participants.

32. DISCONTINUANCE OF CONTRIBUTIONS AND TERMINATION OF PLAN. Effective for Plan Years beginning on or after January 1, 2000, Section 9.2 of the Plan Statement shall be amended to read in full as follows:

9.2. Discontinuance of Contributions and Termination of Plan. The Principal Sponsor reserves the right to reduce, suspend or discontinue its contributions to the Plan and to terminate the Plan herein embodied in its entirety. Notwithstanding anything in this Plan Statement to the contrary, if the Principal Sponsor applies to the Internal Revenue Service for a ruling that the termination of the Plan does not adversely affect its qualified status, then all distributions (other than required distributions under Section 7.1.3) and the making of new loans shall be suspended upon termination of the Plan pending the receipt of a favorable determination.

33. OTHER TRUST POWERS. Effective for Plan Years beginning on or after January 1, 2000, the introductory paragraph to Section 10.6 of the Plan Statement shall be amended to read in full as follows:

10.6. Other Trust Powers. Except to the extent that the Trustee is subject to the authorized and properly given investment directions of a Participant, Beneficiary, alternate payee, Investment Manager or the Committee (and in extension, but not in limitation, of the rights, powers and discretions conferred upon the Trustee herein), the Trustee shall have and may exercise from time to time in the administration of the Plan and the Fund, for the purpose of distribution after the termination thereof, and for the purpose of distribution of Vested Total Accounts, without order or license of any court, any one or more or all of the following rights, powers and discretions:

34. ALTERNATE PAYEES. Effective January 1, 2000, the phrase "Participants and Beneficiaries" shall be replaced with "Participants, Beneficiaries and alternate payees" each time it appears in Section 10.6 of the Plan Statement.

35. EXHAUSTION OF ADMINISTRATIVE REMEDIES. Effective for all claims filed on or after January 1, 2000, Section 11.4 of the Plan Statement shall be amended by adding thereto the following new Sections 11.4.4, 11.4.5, 11.4.6 and 11.4.7:

11.4.4. Deadline to File Claim. To be considered timely under the Plan's claim and review procedure, a claim must be filed with the Committee within one (1) year after the claimant knew or reasonably should have known of the principal facts upon which the claim is based. If or to the extent that the claim relates to a failure to effect a Participant's or Beneficiary's investment directions, the one (1) year period shall be thirty (30) days.

11.4.5. Exhaustion of Administrative Remedies. The exhaustion of the claim and review procedure is mandatory for resolving every claim and dispute arising under this Plan. As to such claims and disputes:

(a) no claimant shall be permitted to commence any legal action to recover Plan benefits or to enforce or clarify rights under the Plan under section 502 or section 510 of ERISA or under any other provision of law, whether or not statutory, until the claim and review procedure set forth herein have been exhausted in their entirety; and

(b) in any such legal action all explicit and all implicit determinations by the Committee (including, but not limited to, determinations as to whether the claim, or a request for a review of a denied claim, was timely filed) shall be afforded the maximum deference permitted by law.

11.4.6. Deadline to File Legal Action. No legal action to recover Plan benefits or to enforce or clarify rights under the Plan under section 502 or section 510 of ERISA or under any other provision of law, whether or not statutory, may be brought by any claimant on any matter pertaining to this Plan unless the legal action is commenced in the proper forum before the earlier of:

(a) thirty (30) months after the claimant knew or reasonably should have known of the principal facts on which the claim is based, or

(b) six (6) months after the claimant has exhausted the claim and review procedure.

If or to the extent that the claim relates to a failure to effect a Participant's or Beneficiary's investment directions, the thirty (30) month period shall be nineteen (19) months.

11.4.7. Knowledge of Fact by Participant Imputed to Beneficiary. Knowledge of all facts that a Participant knew or reasonably should have known shall be imputed to every claimant who is or claims to be a Beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant for the purpose of applying the previously specified periods.

36. PLAN ADMINISTRATION. Effective for Plan Years beginning on or after January 1, 2000, Section 12.9 of the Plan Statement shall be amended to read in full as follows:

12.9. Named Fiduciaries. The Principal Sponsor, the Committee and the Trustee shall be named fiduciaries for the purpose of section 402(a) of ERISA.

37. SECTION 415 APPENDIX. Effective for Plan Years beginning on or after September 1, 1995, Appendix A to the Plan Statement shall be amended by substituting therefor the Appendix A attached to this amendment.

38. QUALIFIED DOMESTIC RELATIONS ORDER APPENDIX. Effective for Plan Years beginning on or after January 1, 2000, Appendix C to the Plan Statement shall be amended by substituting therefor the Appendix C attached to this amendment.

39. HIGHLY COMPENSATED EMPLOYEE APPENDIX. Effective for Plan Years beginning on or after September 1, 1997, Appendix D to the Plan Statement shall be deleted without replacement.

40. PLAN NAME. Effective January 1, 2000, Sections 1.1.23 and 1.1.24 (formerly Sections 1.1.21 and 1.1.2) shall be amended to read in full as follows:

1.1.23. Plan -- the tax-qualified money purchase pension plan of the Employer established for the benefit of employees eligible to participate therein, as first set forth in the Prior Plan Statement and as amended and restated in this Plan Statement. (As used herein, "Plan" refers to the legal entity established by the Employer and not to the documents pursuant to which the Plan is maintained. Those documents are referred to herein as the "Prior Plan Statement" and the "Plan Statement.") The Plan shall be referred to as the "ENTEGRIS, INC. PENSION PLAN."

1.1.24. Plan Statement -- this document entitled "ENTEGRIS, INC. PENSION PLAN TRUST AGREEMENT (1995 Restatement)" as adopted by the Principal Sponsor generally effective as of September 1, 1995, as the same may be amended from time to time.

41. SAVINGS CLAUSE. Save and except as hereinabove expressly amended, the Plan Statement shall continue in full force and effect.

IN WITNESS WHEREOF, Each of the Parties hereto has caused these presents to be executed, all as of the day and year first above written.

ENTEGRIS, INC.:

By _____

Its _____

And _____

Its _____

FLUOROWARE, INC.:

By _____

Its _____

And _____

Its _____

TRUSTEES:

_____

_____

_____

_____

Exhibit 10.6

ENTEGRIS, INC.
401(k) SAVINGS AND PROFIT SHARING PLAN

First Effective January 1, 2000

ENTEGRIS, INC.
401(k) SAVINGS AND PROFIT SHARING PLAN

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ENTEGRIS, INC.
401(k) SAVINGS AND PROFIT SHARING PLAN

WHEREAS, The Principal Sponsor, by resolution of its Board of Directors, has authorized the creation of a profit sharing plan for the benefit of its eligible employees, said plan to be contained and set forth in a Plan Statement; and

WHEREAS, This is the Plan Statement so contemplated;

NOW, THEREFORE, The parties hereto do hereby create and establish a profit sharing plan, effective as of January 1, 2000, to read in full as follows:

SECTION 1

INTRODUCTION

1.1. Definitions. When the following terms are used herein with initial capital letters, they shall have the following meanings:

1.1.1. Accounts-- the following Accounts will be maintained under the Plan for Participants:

(a) Total Account -- for convenience of reference, a Participant's entire interest in the Fund, including the Participant's Retirement Savings Account, Employer Matching Account, Employer Profit Sharing Account, Rollover Account and Transfer Account.

(b) Retirement Savings Account -- the Account maintained for each Participant to which are credited the Employer contributions made in consideration of such Participant's elective contributions pursuant to Section 3.2, or Employer contributions made pursuant to Section 2.3 of Appendix D, together with any increase or decrease thereon.

(c) Employer Matching Account -- the Account maintained for each Participant to which is credited the Participant's allocable share of the Employer contributions made pursuant to Section 3.3, or made pursuant to Section 3.3 of Appendix D, together with any increase or decrease thereon.

(d) Employer Profit Sharing Account -- the Account maintained for each Participant to which is credited the Participant's allocable share of the Employer contributions made pursuant to Section 3.4, together with any increase or decrease thereon.

(e) Rollover Account -- the Account maintained for each Participant to which are credited the Participant's rollover contributions made pursuant to Section 3.7, together with any increase or decrease thereon.

(f) Transfer Account -- the Account maintained for each Participant to which is credited the Participant's interest, if any, transferred from another qualified plan by the trustee of such other plan pursuant to an agreement made under Section 9.3 and not credited to any other Account pursuant to such agreement (or another provision of this Plan Statement), together with any increase or decrease thereon.

1.1.2. Affiliate -- a business entity which is under "common control" with the Employer or which is a member of an "affiliated service group" that includes the Employer, as those terms are defined in section 414(b), (c) and (m) of the Code. A business entity which is a predecessor to the Employer shall be treated as an Affiliate if the Employer maintains a plan of such predecessor business entity or if, and to the extent that, such treatment is otherwise required by regulations under section 414(a) of the Code. A business entity shall also be treated as an Affiliate if, and to the extent that, such treatment is required by regulations under section 414(o) of the Code. In addition to said required treatment, the Principal Sponsor may, in its discretion, designate as an Affiliate any business entity which is not such a "common control," "affiliated service group" or "predecessor" business entity but which is otherwise affiliated with the Employer, subject to such limitations as the Principal Sponsor may impose.

1.1.3. Alternate Payee -- any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all or a portion of the Account of a Participant under the Plan.

1.1.4. Annual Valuation Date-- each December 31.

1.1.5. Beneficiary -- a person designated by a Participant (or automatically by operation of this Plan Statement) to receive all or a part of the Participant's Vested Total Account in the event of the Participant's death prior to full distribution thereof. A person so designated shall not be considered a Beneficiary until the death of the Participant.

1.1.6. Code -- the Internal Revenue Code of 1986, including applicable regulations for the specified section of the Code. Any reference in this Plan Statement to a section of the Code, including the applicable regulation, shall be considered also to mean and refer to any subsequent amendment or replacement of that section or regulation.

1.1.7. Committee-- the committee established in accordance with the provisions of Section 12.2, known as the Administrative Committee.

1.1.8. Disability -- a medically determinable physical or mental impairment which: (i) renders the individual incapable of performing any substantial gainful employment, (ii) can be expected to be of long-continued and indefinite duration or result in death, and (iii) is evidenced by a certification to this effect by a doctor of medicine approved by the Committee. In lieu of such a certification, the Committee may accept, as proof of Disability, the official written determination that the individual will be eligible for disability benefits under the federal Social Security Act as now enacted or hereinafter amended (when any waiting period expires). Notwithstanding the foregoing, no Participant will be considered to have a Disability unless such doctor's determination or official Social Security determination is received by the Committee within twelve (12) months after the Participant's last day of active work with the Employer

or an Affiliate. The Committee shall determine the date on which the Disability shall have occurred if such determination is necessary.

1.1.9. Effective Date-- January 1, 2000.

1.1.10. Eligibility Service -- a measure of an employee's service with the Employer and all Affiliates (stated as a number of years) which is equal to the number of computation periods for which the employee is credited with one thousand (1,000) or more Hours of Service (as determined under Section 1.1.19); subject, however, to the following rules:

(a) Computation Periods. The computation periods for determining Eligibility Service shall be the twelve (12) consecutive month period beginning with the date the employee first performs an Hour of Service and all Plan Years beginning after such date (irrespective of any termination of employment and subsequent reemployment).

(b) Completion. A year of Eligibility Service shall be deemed completed only as of the last day of the computation period (irrespective of the date in such period that the employee completed one thousand Hours of Service). (Fractional years of Eligibility Service shall not be credited.)

(c) Pre-Effective Date Service. Eligibility Service shall be credited for Hours of Service earned and computation periods completed before the Effective Date as if this Plan Statement were then in effect.

(d) Pre-Effective Date Breaks in Service. Eligibility Service cancelled before the Effective Date by operation of the Plan's break in service rules as they existed before the Effective Date shall continue to be cancelled on and after the Effective Date.

(e) Post Effective Date Breaks in Service. If the employee has any break in service occurring before or after the Effective Date, the employee's service both before and after such break in service shall be taken into account in computing Eligibility Service for the purpose of determining the employee's entitlement to become a Participant in the Plan.

1.1.11. Employer -- the Principal Sponsor, any business entity that adopts the Plan pursuant to Section 9.4, and any successor thereof that adopts the Plan.

1.1.12. Employment Commencement Date -- the date upon which an employee first performs one (1) Hour of Service for the Employer or an Affiliate (without regard to whether such Hour of Service is performed in Recognized Employment or otherwise).

1.1.13. Enrollment Date -- (i) January 1, April 1, July 1 and October 1 and (ii) such other dates as the Committee may by rule establish from time to time for the commencement of retirement savings under Section 2.3.

1.1.14. ERISA -- the Employee Retirement Income Security Act of 1974, including applicable regulations for the specified section of ERISA. Any reference in this Plan Statement to a section of ERISA, including the applicable regulation, shall be considered also to mean and refer to any subsequent amendment or replacement of that section or regulation.

1.1.15. Event of Maturity-- any of the occurrences described in Section 6 by reason of which a Participant or Beneficiary may become entitled to a distribution from the Plan.

1.1.16. Fund -- the assets of the Plan held by the Trustee from time to time, including all contributions and the investments and reinvestments, earnings and profits thereon, whether invested under the general investment authority of the Trustee or under the terms applicable to any Subfund established pursuant to Section 4.1.

1.1.17. Highly Compensated Employee -- any employee who (a) is a five percent (5%) owner (as defined in Appendix B) at any time during the current Plan Year or the preceding Plan Year, or (b) receives compensation from the Employer and all Affiliates during the preceding Plan Year in excess of Eighty Thousand Dollars ($80,000) (as adjusted under the Code for cost-of-living increases). For this purpose, "compensation" means compensation as defined in section 415(c)(3) of the Code. Compensation for any employee who performed services for only part of a year is not annualized for this purpose.

1.1.18. Hour of Service (for Vesting Service) -- each hour for which the employee is paid, or entitled to payment, for the performance of duties for the Employer or an Affiliate and each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer or an Affiliate. These hours shall be credited to the employee for the period or periods in which the duties are performed.

1.1.19. Hour of Service (for Eligibility) -- for purposes of determining Eligibility Service under Section 1.1.10 and whether a Participant shall be an Eligible Participant for a Plan Year under Section 3.5, a measure of an employee's service with the Employer and all Affiliates, determined for a given computation period and equal to the number of hours credited to the employee according to the following rules:

(a) Paid Duty. An Hour of Service shall be credited for each hour for which the employee is paid, or entitled to payment, for the performance of duties for the Employer or an Affiliate. These hours shall be credited to the employee for the computation period or periods in which the duties are performed.

(b) Paid Nonduty. An Hour of Service shall be credited for each hour for which the employee is paid, or entitled to payment, by the Employer or an Affiliate on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence; provided, however, that:

(i) no more than five hundred one (501) Hours of Service shall be credited on account of a single continuous period during which the employee performs no duties (whether or not such period occurs in a single computation period),

(ii) no Hours of Service shall be credited on account of payments made under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws,

(iii) no Hours of Service shall be credited on account of payments which solely reimburse the employee for medical or medically related expenses incurred by the employee, and

(iv) payments shall be deemed made by or due from the Employer or an Affiliate whether made directly or indirectly from a trust fund or an insurer to which the Employer or an Affiliate contributes or pays premiums.

These hours shall be credited to the employee for the computation period for which payment is made or, if the payment is not computed by reference to units of time, the hours shall be credited to the first computation period in which the event, for which any part of the payment is made, occurred.

(c) Back Pay. An Hour of Service shall be credited for each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer or an Affiliate. The same Hours of Service credited under paragraph (a) or (b) shall not be credited under this paragraph (c). The crediting of Hours of Service under this paragraph (c) for periods and payments described in paragraph (b) shall be subject to all the limitations of that paragraph. These

hours shall be credited to the employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

(d) Unpaid Absences.

(i) Leaves of Absence. If (and to the extent that) the Committee so provides in rules, during each unpaid leave of absence authorized by the Employer or an Affiliate for Plan purposes under such rules, the employee shall be credited with the number of Hours of Service which otherwise would normally have been credited to such employee but for such absence; provided, however, that if the employee does not return to employment for any reason other than death, Disability or attainment of Normal Retirement Age at the expiration of the leave of absence, such Hours of Service shall not be credited.

(ii) Parenting Leaves. To the extent not otherwise credited and solely for the purpose of determining whether a One-Year Break in Service has occurred, Hours of Service shall be credited to an employee for any period of absence from work beginning in Plan Years commencing after December 31, 1984, due to pregnancy of the employee, the birth of a child of the employee, the placement of a child with the employee in connection with the adoption of such child by the employee or for the purpose of caring for such child for a period beginning immediately following such birth or placement. The employee shall be credited with the number of Hours of Service which otherwise would normally have been credited to such employee but for such absence. If it is impossible to determine the number of Hours of Service which would otherwise normally have been so credited, the employee shall be credited with eight (8) Hours of Service for each day of such absence. In no event, however, shall the number of Hours of Service credited for any such absence exceed five hundred one (501) Hours of Service. Such Hours of Service shall be credited to the computation period in which such absence from work begins if crediting all or any portion of such Hours of Service is necessary to prevent the employee from incurring a One-Year Break in Service in such computation period. If the crediting of such Hours of Service is not necessary to prevent the occurrence of a One-Year Break in Service in that computation period, such Hours of Service shall be credited in the immediately following computation period (even though no part of such absence may have occurred in such subsequent computation period). These Hours of Service shall not be credited until the employee

furnishes timely information which may be reasonably required by the Committee to establish that the absence from work is for a reason for which these Hours of Service may be credited.

(e) Special Rules. For periods prior to January 1, 2000, Hours of Service may be determined using whatever records are reasonably accessible and by making whatever calculations are necessary to determine the approximate number of Hours of Service completed during such prior period. To the extent not inconsistent with other provisions hereof, Department of Labor regulations 29 C.F.R.ss. 2530.200b-2(b) and (c) are hereby incorporated by reference herein.

(f) Equivalency for Exempt Employees. Notwithstanding anything to the contrary in the foregoing, the Hours of Service for any employee for whom the Employer or an Affiliate is not otherwise required by state or federal "wage and hour" or other law to count hours worked shall be credited on the basis that, without regard to the employee's actual hours, such employee shall be credited with one hundred ninety (190) Hours of Service for a calendar month if, under the provisions of this Section (other than this paragraph), such employee would be credited with at least one (1) Hour of Service during that calendar month.

1.1.20. Investment Manager -- the person or persons, other than the Trustee, appointed pursuant to the Trust Agreement to manage all or a portion of the Fund or any Subfund.

1.1.21. Leased Employee -- any individual (other than an employee of the Employer or an Affiliate) who performs services for the Employer or an Affiliate if (i) services are performed under an agreement between the Employer or an Affiliate and an individual or company, (ii) the individual performs services for the Employer or an Affiliate on a substantially full time basis for a period of at least twelve (12) consecutive months, and (iii) the individual's services are performed under the primary direction or control of the Employer or an Affiliate. In determining whether an individual is a Leased Employee of the Employer or an Affiliate, all prior service with the Employer or an Affiliate (including employment as a common law employee) shall be used for purposes of satisfying (ii) above. No individual shall be considered a Leased Employee unless and until all conditions have been satisfied.

1.1.22. Normal Retirement Age-- the date a Participant attains age sixty-five (65) years.

1.1.23. One-Year Break in Service -- a Plan Year for which an employee is not credited with more than five hundred (500) Hours of Service. (A One-Year Break in Service shall be deemed to occur only on the last day of such Plan Year.)

1.1.24. Participant -- an employee of the Employer who becomes a Participant in the Plan in accordance with the provisions of Section 2. An employee who has become a Participant shall be considered to continue as a Participant in the Plan until the date of the Participant's death or, if earlier, the date when the Participant is no longer employed in Recognized Employment and upon which the Participant no longer has any Account under the Plan (that is, the Participant has both received a distribution of all of the Participant's Vested Total Account, if any, and the non-Vested portion of the Participant's Total Account, if any, has been forfeited and disposed of as provided in Section 6.2). An employee who has not become a Participant in the Plan in accordance with the provisions of Section 2 and who makes a rollover contribution to the Plan in accordance with the provisions of Section 3 shall be considered a Participant solely for the purpose of making the rollover contribution and receiving a distribution upon an Event of Maturity in accordance with the provisions of Section 7.

1.1.25. Period of Service -- a measure of an employee's employment with the Employer and all Affiliates which is equal to the period commencing on the employee's Employment Commencement Date or Reemployment Commencement Date, whichever is applicable, and ending on the next following Severance from Service Date; provided, however:

(a) Aggregation. Unless some or all of an employee's service may be disregarded pursuant to other rules of this Plan Statement, all discontinuous Periods of Service shall be aggregated in determining the total of an employee's Period of Service. A Period of Service shall be stated in years and days and when aggregating discontinuous periods of less than one (1) year, three hundred sixty-five (365) days shall equal one (1) year.

(b) Service Spanning No. 1. If an employee quits, is discharged or retires from service with the Employer and all Affiliates and performs an Hour of Service within the twelve (12) months following the Severance from Service Date, that Period of Severance shall be deemed to be a Period of Service.

(c) Service Spanning No. 2. If an employee severs from service by reason of a quit, a discharge or retirement during the first twelve (12) months of an absence from service for any reason other than a quit, a discharge, retirement or death, and then performs an Hour of Service within the twelve (12) months following the date on which the employee was first absent from service, the Period of Severance shall be deemed to be a Period of Service.

(d) Special Rules. For periods prior to January 1, 2000, Hours of Service may be determined using whatever records are reasonably accessible and by making whatever calculations are necessary to determine the approximate number of Hours of Service completed during such prior period. To the extent not inconsistent with other provisions hereof, Department of Labor regulations 29

C.F.R. ss. 2530.200b-2(b) and (c) are hereby incorporated by reference herein. To the extent required under section 414 of the Code, services of leased owners, leased managers, shared employees, shared leased employees and other similar classifications (excluding Leased Employees) for the Employer or an Affiliate shall be taken into account as if such services were performed as a common law employee of the Employer for the purposes of determining Vesting Service and One-Year Breaks in Service as applied to Vesting Service. For purposes of the Plan, application of the leased employee rules under section 414(n) of the Code shall be subject to the following: (i) "contingent services" shall mean services performed by a person for the Employer or an Affiliate during the period the person has not performed the services on a substantially full time basis for a period of at least twelve (12) consecutive months, (ii) except as provided in (iii), contingent services shall not be taken into account for purposes of determining Vesting Service and One-Year Breaks in Service as applied to Vesting Service, (iii) contingent services performed by a person who has become a Leased Employee shall be taken into account for purposes of determining Vesting Service and One-Year Breaks in Service as applied to Vesting Service, and (iv) all service performed as a Leased Employee (i.e, all service following the date an individual has satisfied all three requirements for becoming a Leased Employee) shall be taken into account for purposes of determining Vesting Service and One-Year Breaks in Service as applied to Vesting Service.

1.1.26. Period of Severance -- the period of time commencing on an employee's Severance from Service Date and ending on the date on which that employee next again performs an Hour of Service for the Employer or for an Affiliate (without regard to whether such Hour of Service is performed in Recognized Employment or otherwise). A Period of Severance shall be stated in years and days.

Notwithstanding the foregoing, for the limited purpose of determining the length of a Period of Severance, the Severance from Service Date for an employee shall be advanced during any period of an absence from work (which began after December 31, 1984) due to the pregnancy of the employee, the birth of a child of the employee, the placement of a child with the employee in connection with the adoption of such child by the employee, or for the purpose of caring for such child for a period beginning immediately following such birth or placement. In no event, however, shall the Severance from Service Date be advanced under the foregoing sentence to a date that is later than the last day of the calendar month which is two (2) years after the first of such absence. This adjustment in the Severance from Service Date shall not be made until the employee furnishes timely information which may be reasonably required by the Committee to establish that the absence from work is for a reason for which this adjustment will be made.

1.1.27. Plan -- the tax-qualified profit sharing plan of the Employer established for the benefit of employees eligible to participate therein, as first set forth in this Plan Statement. (As used herein,

"Plan" refers to the legal entity established by the Employer and not to the document pursuant to which the Plan is maintained. That document is referred to herein as the "Plan Statement.") The Plan shall be referred to as the "ENTEGRIS, INC. 401(k) SAVINGS AND PROFIT SHARING PLAN."

1.1.28. Plan Statement-- this document entitled "ENTEGRIS, INC. 401(k) SAVINGS AND PROFIT SHARING PLAN" as adopted by the Principal Sponsor effective as of January 1, 2000, as the same may be amended from time to time.

1.1.29. Plan Year-- the twelve (12) consecutive month period ending on any December 31.

1.1.30. Principal Sponsor-- Entegris, Inc., a Minnesota corporation.

1.1.31. Recognized Compensation -- wages within the meaning of section 3401(a) of the Code for purposes of federal income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code) and paid to the Participant by the Employer for the applicable period; subject, however, to the following:

(a) Included Items. In determining a Participant's Recognized Compensation there shall be included elective contributions made by the Employer on behalf of the Participant that are not includible in gross income under sections 125, 132(f), 402(e)(3), 402(h), 403(b), 414(h)(2) and 457 of the Code including elective contributions authorized by the Participant under a Retirement Savings Election, a cafeteria plan or any other qualified cash or deferred arrangement under section 401(k) of the Code.

(b) Excluded Items. In determining a Participant's Recognized Compensation there shall be excluded all of the following: (i) reimbursements or other expense allowances (including all living and other expenses paid on account of the Participant being on foreign assignment), (ii) welfare and fringe benefits (both cash and noncash) including third-party sick pay (i.e., short-term and long-term disability insurance benefits), income imputed from insurance coverages and premiums, employee discounts and other similar amounts, payments for vacation or sick leave accrued but not taken, final payments on account of termination of employment (i.e., severance payments), except that final payments on account of settlement for accrued but unused paid time off shall be taken into account in determining a Participant's Recognized Compensation, (iii) moving expenses, (iv) deferred compensation (both when deferred and when received), and (v) the value of a qualified or a non-qualified stock option granted to a Participant by the Employer to the extent such value is includable in the Participant's taxable income.

(c) Pre-Participation Employment. Remuneration paid by the Employer attributable to periods prior to the date the Participant became a Participant in the Plan shall not be taken into account in determining the Participant's Recognized Compensation.

(d) Non-Recognized Employment. Remuneration paid by the Employer for employment that is not Recognized Employment shall not be taken into account in determining a Participant's Recognized Compensation.

(e) Attribution to Periods. A Participant's Recognized Compensation shall be considered attributable to the period in which it is actually paid and not when earned or accrued.

(f) Excluded Periods. Amounts received after the Participant's termination of employment shall not be taken into account in determining a Participant's Recognized Compensation.

(g) Multiple Employers. If a Participant is employed by more than one Employer in a Plan Year, a separate amount of Recognized Compensation shall be determined for each Employer.

(h) Annual Maximum. A Participant's Recognized Compensation for a Plan Year shall not exceed the annual compensation limit under section 401(a)(17) of the Code, which is One Hundred Sixty Thousand Dollars ($160,000) (as adjusted under the Code for cost-of-living increases).

1.1.32. Recognized Employment -- all service with the Employer by persons classified by the Employer as common law employees, excluding, however, service classified by the Employer as:

(a) employment in a unit of employees whose terms and conditions of employment are subject to a collective bargaining agreement between the Employer and a union representing that unit of employees, unless (and to the extent) such collective bargaining agreement provides for the inclusion of those employees in the Plan,

(b) employment of a nonresident alien who is not receiving any earned income from the Employer which constitutes income from sources within the United States,

(c) employment in a division or facility of the Employer which is not in existence on the Effective Date (that is, was acquired, established, founded or produced by the liquidation or similar discontinuation of a separate subsidiary after the Effective

Date) unless and until the Committee shall declare such employment to be Recognized Employment,

(d) employment of a United States citizen or a United States resident alien outside the United States unless and until the Committee shall declare such employment to be Recognized Employment,

(e) services of a person who is not a common law employee of the Employer including, without limiting the generality of the foregoing, services of a Leased Employee, leased owner, leased manager, shared employee, shared Leased Employee, temporary worker, independent contractor, contract worker, agency worker, freelance worker or other similar classification,

(f) employment of a Highly Compensated Employee to the extent agreed to in writing by the employee, and

(g) employment as a temporary employee.

The Employer's classification of a person at the time of inclusion or exclusion in Recognized Employment shall be conclusive for the purpose of the foregoing rules. No reclassification of a person's status with the Employer, for any reason, without regard to whether it is initiated by a court, governmental agency or otherwise and without regard to whether or not the Employer agrees to such reclassification, shall result in the person being included in Recognized Employment, either retroactively or prospectively. Notwithstanding anything to the contrary in this provision, however, the Committee may declare that a reclassified person will be included in Recognized Employment, either retroactively or prospectively. Any uncertainty concerning a person's classification shall be resolved by excluding the person from Recognized Employment.

1.1.33. Reemployment Commencement Date -- the date upon which an Employee first performs an Hour of Service for the Employer or for an Affiliate following a Period of Severance that is not deemed to be a Period of Service (without regard to whether such Hour of Service is performed in Recognized Employment or otherwise).

1.1.34. Retirement Savings Election-- the election made by a Participant as provided in Section 2.3.

1.1.35. Severance from Service Date-- the earlier of:

(a) the date upon which an employee quits, is discharged or retires from service with the Employer and all Affiliates, or dies; or

(b) the date which is the first anniversary of the first day of a period in which an employee remains continuously absent from service (with or without pay) with the Employer and all Affiliates for any reason other than a quit, a discharge, retirement or death, such as vacation, holiday, sickness, disability, leave of absence or layoff.

1.1.36. Subfund-- a separate pool of assets of the Fund set aside for investment purposes under Section 4.1.

1.1.37. Trust Agreement -- the separate document entitled "T. Rowe Price Trust Company Qualified Plan Trust Agreement" entered into by and between the Principal Sponsor and the Trustee effective as of January 1, 2000, as may be amended from time to time.

1.1.38. Trustee -- the Trustee originally named in the Trust Agreement and its successor or successors in trust. Where the context requires, Trustee shall also mean and refer to any one or more co-trustees serving hereunder.

1.1.39. Valuation Date-- any date that the New York Stock Exchange is open and conducting business.

1.1.40. Vested-- nonforfeitable.

1.1.41. Vesting Service -- a measure of an employee's employment with the Employer and all Affiliates which is equal to the employee's Period of Service; subject, however, to the following rules:

(a) Period of Service. Except as provided below, an employee's Vesting Service as of any date shall be equal to the employee's Period of Service determined as of that same date.

(b) Vesting in Pre-Five Year Severance Accounts. If an employee has a five (5) year (or longer) Period of Severance, the employee's Employer Profit Sharing Account shall be divided into the portion attributable to Employer contributions allocated with respect to employment before such Period of Severance and the portion attributable to Employer contributions allocated with respect to employment after such Period of Severance and employment after such five (5) year (or longer) Period of Severance shall not be taken into account in computing the Vested percentage in the employee's Employer Profit Sharing Account attributable to Employer contributions allocated with respect to employment before such five (5) year (or longer) Period of Severance.

(c) Vesting in Post-Five Year Severance Accounts. Except as provided in the following sentences of this paragraph, if an employee has a Period of Severance and returns thereafter to employment with the Employer or an Affiliate, both employment before and employment after such Period of Severance shall be taken into account in computing the Vested percentage in the employee's Employer Profit Sharing Account attributable to Employer contributions allocated with respect to employment after such Period of Severance. If, however, the employee does not have any Vested interest in an Employer Profit Sharing Account upon the occurrence of a Period of Severance which equals or exceeds in length the greater of five (5) years or the employee's prior Vesting Service, such prior Vesting Service shall be disregarded. Any Vesting Service disregarded by a prior application of this paragraph need not thereafter be taken into account.

1.2. Compliance With Uniformed Services Employment and Reemployment Rights Act of 1994. Effective for veterans rehired on or after December 12, 1994, and notwithstanding any provision of the Plan Statement to the contrary, contributions, benefits or service credits, if any, will be provided in accordance with section 414(u) of the Code.

1.3. Rules of Interpretation. An individual shall be considered to have attained a given age on the individual's birthday for that age (and not on the day before). The birthday of any individual born on a February 29 shall be deemed to be February 28 in any year that is not a leap year. Notwithstanding any other provision of this Plan Statement or any election or designation made under the Plan, any individual who feloniously and intentionally kills a Participant or Beneficiary shall be deemed for all purposes of this Plan and all elections and designations made under this Plan to have died before such Participant or Beneficiary. A final judgment of conviction of felonious and intentional killing is conclusive for the purposes of this Section. In the absence of a conviction of felonious and intentional killing, the Committee shall determine whether the killing was felonious and intentional for the purposes of this Section. Whenever appropriate, words used herein in the singular may be read in the plural, or words used herein in the plural may be read in the singular; the masculine may include the feminine and the feminine may include the masculine; and the words "hereof," "herein" or "hereunder" or other similar compounds of the word "here" shall mean and refer to this entire Plan Statement and not to any particular paragraph or Section of this Plan Statement unless the context clearly indicates to the contrary. The titles given to the various Sections of this Plan Statement are inserted for convenience of reference only and are not part of this Plan Statement, and they shall not be considered in determining the purpose, meaning or intent of any provision hereof. Any reference in this Plan Statement to a statute or regulation shall be considered also to mean and refer to any subsequent amendment or replacement of that statute or regulation. This document has been executed and delivered in the State of Minnesota and has been drawn in conformity to the laws of that State and shall, except to the extent that federal law is controlling, be construed and enforced in accordance with the laws of the State of Minnesota.

1.4. Plan Contingent Upon Initial Qualification. The establishment of the Plan and each contribution made hereunder are conditioned upon receipt of a favorable determination from the Internal Revenue Service as to the initial qualification of the Plan under the pertinent provisions of the Code. If the Plan is found not to so qualify, the Principal Sponsor may, within one (1) year of receiving notice of denial of qualification, at its election, rescind the Plan, and the Trustee may be directed to return contributions made during the period it is not so qualified to the Employer or to the Participants, as the case may be, adjusted for their pro rata share of earnings and market gains or losses which accrued while they were held in the Fund.

1.5. Special Rules for Merged Plans. As of March 1, 2000, the assets of the Empak, Inc. Retirement Savings Plan (the "Empak Plan") and the Fluoroware, Inc. 401(k) Savings Plan shall become part of the assets of this Plan. Any optional form of distribution or other "section 411(d)(6) protected benefit" (as defined by Treasury Regulations ss.1.411(d)-4) available as to all or a portion of the transferred assets that is not available under this Plan shall continue to be available but only with respect to the portion of transferred assets to which such protected benefit applies.

SECTION 2

ELIGIBILITY AND PARTICIPATION

2.1. General Eligibility Rule. Each employee shall become a Participant on the January 1, April 1, July 1 or October 1 coincident with or next following the date as of which the employee is employed in Recognized Employment. A Participant whose employment with the Employer terminates and who subsequently is reemployed by the Employer shall reenter the Plan as a Participant on the January 1, April 1, July 1 or October 1 coincident with or next following the date of the Participant's return to Recognized Employment.

2.2. Special Eligibility Rule for Employer Contributions. With respect to contributions made pursuant to Section 3.3 and 3.4 of the Plan Statement, each employee shall become a Participant on the January 1, April 1, July 1 or October 1 coincident with or next following the date as of which the employee has completed one (1) year of Eligibility Service if the employee is then employed in Recognized Employment. If the employee is not then employed in Recognized Employment, the employee shall become a Participant on the January 1, April 1, July 1 or October 1 coincident with or next following the date upon which the employee enters Recognized Employment. A Participant whose employment with the Employer terminates and who subsequently is reemployed by the Employer shall reenter the Plan as a Participant on the January 1, April 1, July 1 or October 1 coincident with or next following the date of the Participant's return to Recognized Employment.

2.3. Enrollment. Each employee who is or will become a Participant as provided in Section 2.1 or Section 2.2 may enroll for elective contributions by providing a Retirement Savings Election to the Committee prior to the Enrollment Date as of which the employee desires to make it effective. If an employee does not enroll when first eligible to do so, the employee may enroll as of any subsequent business day by providing a Retirement Savings Election to the Committee prior to that Enrollment Date.

The Committee shall have the authority to adopt rules that modify and waive the enrollment procedures set forth in this Section 2 during the year beginning on the Effective Date, to ensure that orderly enrollments might be completed. This authority to modify and waive the enrollment procedures does not authorize the Committee to modify the job classification requirements for participation in the Plan.

2.4. Retirement Savings Election. Subject to the following rules, the Retirement Savings Election of each Participant shall provide for elective contributions through a reduction equal to not less than one percent (1%) nor more than fifteen percent (15%) of the amount of Recognized Compensation which otherwise would be paid to the Participant by the Employer each payday. Such elective contributions, under the Plan and any other plan of the Employer and Affiliates for that Participant's taxable year shall not exceed the dollar limit in effect for that taxable year under section 402(g) of the Code (which is $10,500 for 2000 and is adjusted under the Code for cost-of-living increases). The Committee may, from time to time under rules, change the minimum and maximum allowable elective contributions. The reductions in

earnings for elective contributions elected by the Participant shall be made by the Employer from the Participant's remuneration each payday on and after the Enrollment Date for so long as the Retirement Savings Election remains in effect. The Committee shall specify the method (including telephonic, electronic or similar methods) of providing or modifying a Retirement Savings Election and all procedures for providing and accepting Retirement Savings Elections and notices, including requirements for advance notice.

2.5. Modifications of Retirement Savings Election. The Retirement Savings Election of a Participant may be modified as follows:

2.5.1. Increase or Decrease. A Participant may, upon giving prior notice to the Committee, modify the Retirement Savings Election to increase or decrease the amount of elective contributions. Such increase or decrease shall be effective as of the first day of the first payroll period for which implementing such increase or decrease is administratively practicable.

2.5.2. Termination of Retirement Savings Election. A Participant who has a Retirement Savings Election in effect may, upon giving prior notice to the Committee, completely terminate the Retirement Savings Election as of the first day of any payroll period for which implementing such termination is administratively practicable. Thereafter, such Participant may provide a new Retirement Savings Election to the Committee if the Participant is employed in Recognized Employment. Such Retirement Savings Election shall be effective as of the first day of the first payroll period for which implementing election is administratively practicable.

2.5.3. Termination of Recognized Employment. The Retirement Savings Election of a Participant who ceases to be employed in Recognized Employment shall be terminated automatically as of the date the Participant ceases to be employed in Recognized Employment. If such Participant returns to Recognized Employment, the Participant may provide a new Retirement Savings Election effective as of the date of the Participant's return to Recognized Employment or as of the first payday on or after any subsequent Enrollment Date.

SECTION 3

CONTRIBUTIONS AND ALLOCATION THEREOF

3.1. Employer Contributions.

3.1.1. Source of Employer Contributions. All Employer contributions to the Plan may be made without regard to profits. The Principal Sponsor shall have the sole power and authority to determine Employer contributions except that if the Principal Sponsor so consents, each adopting business entity under Section 9.4 shall be treated as an "Employer" under this Section and, as such, may separately determine the amount of all Employer contributions, and such contributions (and any forfeitures related thereto) shall be allocated only to the accounts of Participants who are employed by that particular Employer.

3.1.2. Limitation. The contribution of the Employer to the Plan for any year, when considered in light of its contribution for that year to all other tax-qualified plans it maintains, shall, in no event, exceed the maximum amount deductible by it for federal income tax purposes as a contribution to a tax-qualified profit sharing plan under section 404 of the Code. Each such contribution to the Plan is conditioned upon its deductibility for such purpose.

3.1.3. Form of Payment. The appropriate contribution of the Employer to the Plan, determined as herein provided, shall be paid to the Trustee and may be paid either in cash or in other assets of any character of a value equal to the amount of the contribution or in any combination of the foregoing ways.

3.2. Retirement Savings Contributions.

3.2.1. Amount. Within the time required by regulations of the United States Department of Labor, the Employer shall contribute to the Trustee for deposit in the Fund the reduction in Recognized Compensation which was elected by each Participant pursuant to a Retirement Savings Election.

3.2.2. Allocation. The portion of this contribution made with respect to each Participant shall be allocated to that Participant's Retirement Savings Account for the Plan Year with respect to which it is made and, for the purposes of Section 4, shall be credited as soon as practicable after it is received by the Trustee.

3.3. Employer Matching Contributions.

3.3.1. Amount and Eligibility. The Employer shall contribute to the Trustee for deposit in the Fund and for crediting to the Participant's Employer Matching Account an amount which will equal one hundred percent (100%) of the amount of the first three percent (3%) and fifty percent (50%) of the

amount of the next two percent (2%) of reduction in Recognized Compensation for each pay period which was agreed to by the Participant pursuant to a Retirement Savings Election. Such Employer matching contributions shall be delivered to the Trustee for deposit in the Fund not later than the time prescribed by federal law (including extensions) for filing the federal income tax return of the Employer for the taxable year in which the Plan Year ends.

3.3.2. Matching Contributions Determined on an Annual Basis. If the matching contributions made with respect to any Participant for the Plan Year are less than one hundred percent (100%) of the first three percent (3%) and fifty percent (50%) of the amount of the next two percent (2%) of reduction in Recognized Compensation for such Plan Year, then the Employer shall make an additional matching contribution to the Plan so that the total matching contributions with respect to such Participant for such Plan Year will equal one hundred percent (100%) of the first three percent (3%) and fifty percent (50%) of the amount of the next two percent (2%) of the Participant's reduction in Recognized Compensation for such Plan Year.

3.3.3. Allocation. The Employer matching contribution which is made with respect to a Participant shall be allocated to that Participant's Employer Matching Account for the Plan Year with respect to which it is made and, for the purposes of Section 4, shall be credited as soon as practicable after it is received by the Trustee.

3.4. Discretionary Contributions.

3.4.1. Amount. The Employer may (but shall not be required to) make discretionary contributions from year to year during the continuance of the Plan in such amounts as the Employer shall from time to time determine. Such contributions shall be delivered to the Trustee for deposit in the Fund not later than the time prescribed by federal law (including extensions) for filing the federal income tax return of the Employer for the taxable year in which the Plan Year ends.

3.4.2. Allocation. The Employer discretionary contribution for a Plan Year shall be allocated to the Employer Profit Sharing Accounts of eligible Participants under Section 3.5. The contribution shall be allocated to the Employer Profit Sharing Accounts of eligible Participants in the ratio which the Recognized Compensation of each such eligible Participant for the Plan Year bears to the Recognized Compensation for such Plan Year of all such eligible Participants. The amount so allocated to an eligible Participant shall be allocated to such Participant's Employer Profit Sharing Account for the Plan Year with respect to which it is made and, for the purposes of Section 4, shall be credited as soon as practicable after it is received by the Trustee.

3.4.3. Advance Contributions. If the Employer shall make and designate a discretionary contribution for allocation as of an Annual Valuation Date which is subsequent to the actual date of contribution, then:

(a) such contribution will be segregated for investment purposes by the Trustee from the other assets of the Fund until such subsequent Annual Valuation Date, and

(b) the amount of such segregated contribution (adjusted for gains or losses) shall be allocated as of such Annual Valuation Date as if it were an Employer contribution made in fact on that Annual Valuation Date.

3.5. Eligible Participants. For purposes of this Section 3, a Participant shall be an eligible Participant for a Plan Year only if such Participant satisfies all of the following requirements in either (a) or (b) below:

(a) the Participant:

(i) is credited with at least one thousand (1,000) Hours of Service for such Plan Year, and

(ii) is on the last day of such Plan Year, an employee of the Employer (including for this purpose any Participant who then is on temporary layoff or authorized leave of absence or who, during such Plan Year, was inducted into the Armed Forces of the United States from employment with the Employer); or

(b) the Participant terminates employment with the Employer within the Plan Year by reason of death, retirement at or after the Participant's Normal Retirement Age or Disability.

No other Participant shall be an eligible Participant.

3.6. Adjustments.

3.6.1. Make-Up Contributions for Omitted Participants. If, after the Employer's contribution for a Plan Year has been made and allocated, it should appear that, through oversight or a mistake of fact or law, a Participant (or an employee who should have been considered a Participant) who should have been entitled to share in such contribution received no allocation or received an allocation which was less than the Participant should have received, the Committee may, at its election, and in lieu of reallocating such contribution, direct the Employer to make a special make-up contribution (or direct that forfeitures be used) for the Account of such Participant in an amount adequate to provide the same addition to the Participant's Account for such Plan Year as the Participant should have received.

3.6.2. Mistaken Contributions. If, after the Employer's contribution for a Plan Year has been made and allocated, it should appear that, through oversight or a mistake of fact or law, a

Participant (or an individual who was not a Participant) received an allocation which was more than the Participant should have received, the Committee may direct that the mistaken contribution, adjusted for its pro rata share of any net loss or net gain in the value of the Fund which accrued while such mistaken contribution was held therein, shall be withdrawn from the Account of such individual and retained in the Fund and used to reduce the amount of the next succeeding contribution of the Employer to the Fund due after the determination that such mistaken contribution had occurred.

3.7. Rollover Contributions.

3.7.1. Contingent Provision. The provisions of this Rollover Contributions Section shall be subject to such conditions and limitations as the Committee may prescribe from time to time for administrative convenience and to preserve the tax-qualified status of the Plan.

3.7.2. Eligible Contributions. Each employee in Recognized Employment may contribute to the Plan, within such time and in such form and manner as may be prescribed by the Committee in accordance with those provisions of federal law relating to rollover contributions, cash (or the cash proceeds from distributed property) received by the Participant or employee in an eligible rollover distribution from a qualified plan or from an individual retirement account or annuity established solely to hold such eligible rollover distribution. Also, the Committee may establish rules and conditions regarding the acceptance of direct rollovers under section 401(a)(31) of the Code from trustees or custodians of other qualified pension, profit sharing or stock bonus plans.

3.7.3. Specific Review. The Committee shall have the right to reject, or to direct the Trustee to return, any such rollover contribution if, in the opinion of the Committee, the acceptance thereof might jeopardize the tax-qualified status of the Plan or unduly complicate its administration, but the acceptance of any such rollover contribution shall not be regarded as an opinion or guarantee on the part of the Employer, the Committee, the Trustee or the Plan as to the tax consequences which may result to the contributing Participant thereby.

3.7.4. Allocation. The rollover contribution made by an employee in Recognized Employment to the Plan shall be allocated to the Participant's Rollover Account and, for the purposes of Section 4, shall be credited as soon as practicable after it is received by the Trustee.

3.8. Limitation on Annual Additions. In no event shall amounts be allocated to the Account of any Participant if, or to the extent, such amounts would exceed the limitations set forth in Appendix A to this Plan Statement.

3.9. Effect of Disallowance of Deduction or Mistake of Fact. All Employer contributions to the Plan are conditioned on their qualification for deduction for federal income tax purposes under section 404 of the Code. If any such deduction should be disallowed, in whole or in part, for any Employer contribution to the Plan for any year, or if any Employer contribution to the Plan is made by reason of a mistake of fact,

then there shall be calculated the excess of the amount contributed over the amount that would have been contributed had there not occurred a mistake in determining the deduction or a mistake of fact. The Principal Sponsor shall direct the Trustee to return such excess, adjusted for its pro rata share of any net loss (but not any net gain) in the value of the Fund which accrued while such excess was held therein, to the Employer within one (1) year of the disallowance of the deduction or the mistaken payment of the contribution, as the case may be. If the return of such amount would cause the balance of any Account of any Participant to be reduced to less than the balance which would have been in such Account had the mistaken amount not been contributed, however, the amount to be returned to the Employer shall be limited so as to avoid such reduction.

SECTION 4

INVESTMENT AND ADJUSTMENT OF ACCOUNTS

4.1. Establishment of Subfunds.

4.1.1. Establishing Commingled Subfunds. At the direction of the Committee, the Trustee shall divide the Fund into two (2) or more Subfunds, which shall serve as vehicles for the investment of Participants' Accounts. The Committee shall determine the general investment characteristics and objectives of each Subfund and, with respect to each Subfund, shall either (i) designate that the Trustee or an Investment Manager or the Committee has investment discretion over such Subfund, or (ii) designate one or more selected pooled investment vehicles (such as collective funds, group trusts, mutual funds, group annuity contracts and separate accounts under insurance contracts) to constitute such Subfund. The Trustee, Investment Manager or the Committee, as the case may be, shall have complete investment discretion over each Subfund to which it has been assigned investment discretion, subject only to the general investment characteristics and objectives established for the particular Subfund.

4.1.2. Individual Subfunds. The Committee also may (but is not required to) establish additional Subfunds that consist solely of all or a part of the assets of a single Participant's Total Account, which assets the Participant controls by investment directives to the Trustee and which may not be commingled with the assets of any other Participant's Accounts. In no event, however, shall the Participant be allowed to direct the investment of assets in such individual Subfund in any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage or other similar tangible personal property if the investment in such property shall have been prohibited by the Secretary of the Treasury.

Each Participant, each Beneficiary and each Alternate Payee for whom an individually directed Subfund is maintained shall be responsible for the exercise of any voting or similar rights which exist with respect to assets in such individually directed Subfund. The Trustee shall cooperate with Participants, Beneficiaries and Alternate Payees to permit them to exercise such rights. The Trustee shall not independently exercise such rights. Any Beneficiary of a deceased Participant with an individually directed Subfund shall have the responsibility to direct investments for such Subfund until the Beneficiary directs the Trustee otherwise in writing.

4.1.3. Operational Rules. The Committee shall adopt rules specifying the circumstances under which a particular Subfund may be elected, or shall be automatically utilized, the minimum or maximum amount or percentage of an Account which may be invested in a particular Subfund, the procedures for making or changing investment elections, the extent (if any) to which Beneficiaries of deceased Participants may make investment elections and the effect of a Participant's or Beneficiary's failure to make an effective election with respect to all or any portion of an Account.

4.1.4. Revising Subfunds. The Committee shall have the power, from time to time, to dissolve Subfunds, to direct that additional Subfunds be established and, under rules, to withdraw or limit participation in a particular Subfund. In connection with the power to commingle reserved to the Trustee under Section 10.6, the Committee shall also have the power to direct the Trustee to consolidate any separate Subfunds hereunder with any other separate Subfunds having the same investment objectives which are established under any other retirement plan trust fund of the Employer or any business entity affiliated in ownership or management with the Employer of which the Trustee is trustee and which are managed by the Trustee or the same Investment Manager.

4.1.5. ERISA Section 404(c) Compliance. The Committee may establish investment Subfunds and operational rules which are intended to satisfy section 404(c) of ERISA and the regulations thereunder. Such investment Subfunds shall permit Participants, Beneficiaries and Alternate Payees the opportunity to choose from at least three investment alternatives, each of which is diversified, each of which presents materially different risk and return characteristics, and which, in the aggregate, enable Participants, Beneficiaries and Alternate Payees to achieve a portfolio with appropriate risk and return characteristics consistent with minimizing risk through diversification. Such operational rules shall provide the following, and shall otherwise comply with section 404(c) of ERISA and the regulations and rules promulgated thereunder from time to time:

(a) Participants, Beneficiaries and Alternate Payees may give investment instructions to the Trustee at least once every three months;

(b) the Trustee must follow the investment instructions of Participants, Beneficiaries and Alternate Payees that comply with the Plan's operational rules, provided that the Trustee may in any event decline to follow any investment instructions that:

(i) would result in a prohibited transaction described in section 406 of ERISA or section 4975 of the Code;

(ii) would result in the acquisition of an asset that might generate income which is taxable to the Plan;

(iii) would not be in accordance with the documents and instruments governing the Plan insofar as they are consistent with Title I of ERISA;

(iv) would cause a fiduciary to maintain indicia of ownership of any assets of the Plan outside of the jurisdiction of the district courts of the United States other than as permitted by section 404(b) of ERISA and Department of Labor regulation section 2050.404b-1;

(v) would jeopardize the Plan's tax status under the Code;

(vi) could result in a loss in excess of a Participant's, Beneficiary's or Alternate Payee's Account balance;

(c) Participants, Beneficiaries and Alternate Payees shall be periodically informed of actual expenses to their Accounts which are imposed by the Plan and which are related to their Plan investment decisions.

(d) With respect to any Subfund consisting of Employer securities and intended to satisfy the requirements of section 404(c) of ERISA, (i) Participants, Beneficiaries and Alternate Payees shall be entitled to all voting, tender and other rights appurtenant to the ownership of such securities, (ii) procedures shall be established to ensure the confidential exercise of such rights, except to the extent necessary to comply with federal and state laws not preempted by ERISA, and (iii) the Trustee or other independent fiduciary designated by the Committee shall ensure the sufficiency of and compliance with such confidentiality procedures.

4.2. Valuation and Adjustment of Accounts.

4.2.1. Valuation of Fund. The Trustee shall value each Subfund from time to time (but not less frequently than each Annual Valuation Date), which valuation shall reflect, as nearly as possible, the then fair market value of the assets comprising such Subfund (including income accumulations therein). In making such valuations, the Trustee may rely upon information supplied by any Investment Manager having investment responsibility over the particular Subfund.

4.2.2. Adjustment of Accounts. The Principal Sponsor shall cause the value of each Account or portion of an Account invested in a particular Subfund (including undistributed Total Accounts) to be increased (or decreased) from time to time for distributions, contributions, investment gains (or losses) and expenses charged to the Account.

4.2.3. Rules. The Committee shall establish additional rules for the adjustment of Accounts, including the times when contributions shall be credited under Section 3 for the purposes of allocating gains or losses under this Section 4.

4.3. Management and Investment of Fund. The Fund in the hands of the Trustee, together with all additional contributions made thereto and together with all net income thereof, shall be controlled, managed, invested, reinvested and ultimately paid and distributed to Participants, Beneficiaries and Alternate Payees by the Trustee with all the powers, rights and discretions generally possessed by trustees, and with all the additional powers, rights and discretions conferred upon the Trustee under this Plan Statement. Except to the extent that the Trustee is subject to the authorized and properly given investment directions or other directions of a Participant, a Beneficiary, an Alternate Payee, an Investment Manager

or the Committee, and subject to the directions of the Committee with respect to the payment of benefits hereunder, the Trustee shall have the exclusive authority to manage and control the assets of the Fund and shall not be subject to the direction of any person in the discharge of its duties, nor shall its authority be subject to delegation or modification except by formal amendment of this Plan Statement.

SECTION 5

VESTING

5.1. Employer Profit Sharing Account.

5.1.1. Graduated Vesting. Except as hereinafter provided, the Vested portion of each Participant's Employer Profit Sharing Account shall be determined in accordance with the following schedule:

When the Participant Has Completed the Following Years of Vesting Service:	The Vested Portion of the Participant's Employer Profit Sharing Account Will Be:
Less than 2 years	0%
2 years but less than 3 years	25%
3 years but less than 4 years	50%
4 years but less than 5 years	75%
5 years or more	100%

5.1.2. Full Vesting. Notwithstanding any of the foregoing provisions for vesting of Employer Profit Sharing Accounts, each Participant's Employer Profit Sharing Account shall become fully (100%) vested upon the earliest occurrence of any of the following events while in the employment of the Employer or an Affiliate:

(a) the Participant's death,

(b) the Participant's attainment of Normal Retirement Age,

(c) the Participant's Disability,

(d) a partial termination of the Plan which is effective as to the Participant, or

(e) a complete termination of the Plan or a complete discontinuance of Employer contributions hereto.

5.1.3. Full Vesting Upon Plan Termination Before Forfeiture Event. If a Participant is not in the employment of the Employer or an Affiliate upon a complete termination of the Plan or a complete discontinuance of Employer contributions hereto, then the Participant's Employer Profit Sharing

Account shall become fully (100%) vested if, on the date of such termination or discontinuance, such Participant has not had a "forfeiture event" as described in Section 6.2.1.

5.1.4. Special Rule for Partial Distributions. If a distribution is made of less than the entire Employer Profit Sharing Account of a Participant who is not then fully (100%) vested, then until the Participant's Employer Profit Sharing Account becomes fully (100%) vested or until the Participant incurs five (5) or more consecutive One-Year Breaks in Service, whichever first occurs, the Participant's Vested interest in such Employer Profit Sharing Account at any relevant time shall not be less than an amount ("X") determined by the formula X = P(B + D) - D. For the purpose of applying the formula, "P" is the Vested percentage at the relevant time (determined pursuant to Section 5); "B" is the account balance at the relevant time; and "D" is the amount of the distribution.

5.1.5. Effect of Break on Vesting. If a Participant who is not fully (100%) vested incurs five (5) or more consecutive One-Year Breaks in Service, returns to Recognized Employment and is thereafter eligible for any additional allocation of Employer contributions, the Participant's undistributed Employer Profit Sharing Account, if any, attributable to Employer contributions allocated as of a date before such five (5) consecutive One-Year Breaks in Service and the Participant's new Employer Profit Sharing Account attributable to Employer contributions allocated as of a date after such five (5) consecutive One-Year Breaks in Service shall be separately maintained for vesting purposes until the Participant's Employer Profit Sharing Account becomes fully (100%) Vested.

5.2. Other Accounts. Each Participant's Retirement Savings Account, Employer Matching Account, Rollover Account and Transfer Account shall be fully (100%) vested at all times.

SECTION 6

MATURITY

6.1. Events of Maturity. A Participant's Total Account shall mature and the Vested portion shall become distributable in accordance with Section 7 upon the earliest occurrence of any of the following events while in the employment of the Employer or an Affiliate:

(a) the Participant's death;

(b) the Participant's separation from service, whether voluntary or involuntary;

(c) the attainment of age seventy and one-half (70-1/2) years by a Participant who is a five percent (5%) owner (as defined in Appendix B) at any time during the year in which the Participant attained age seventy and one-half (70-1/2) years and the crediting of any amounts to such a Participant's Account after such time;

(d) the Participant's Disability;

(e) the disposition by the Employer (which is a corporation) to an unrelated corporation of substantially all the assets (within the meaning of section 409(d)(2) of the Code) used by the Employer in a trade or business of the Employer, if the Employer continues to maintain this Plan after the disposition, but only with respect to employees who continue employment with the corporation acquiring such assets and only if the purchase and sale agreement specifically authorizes distribution of this Plan's assets in connection with such disposition; or

(f) the disposition by the Employer (which is a corporation) to an unrelated corporation of the Employer's interest in a subsidiary (within the meaning of section 409(d)(3) of the Code), if the Employer continues to maintain this Plan after the disposition, but only with respect to employees who continue employment with such subsidiary and only if the purchase and sale agreement specifically authorizes distribution of this Plan's assets in connection with such disposition;

provided, however, that a transfer from Recognized Employment to employment with the Employer that is other than Recognized Employment or a transfer from the employment of one Employer participating in the Plan to another such Employer or to any Affiliate shall not constitute an Event of Maturity.

6.2. Forfeitures.

6.2.1. Forfeiture of Nonvested Portion of Accounts. Following the occurrence of a Participant's Event of Maturity, the non-Vested portion of the Participant's Employer Profit Sharing Account, if any, shall be forfeited as soon as administratively practicable on or after the Participant's forfeiture event. A forfeiture event shall occur with respect to a Participant upon the earliest of:

(a) a Period of Severance of five (5) years,

(b) the distribution after an Event of Maturity to (or with respect to) a Participant of the entire Vested portion of the Total Account of the Participant,

(c) the death of the Participant at a time and under circumstances which do not entitle the Participant to be fully (100%) Vested in the Participant's Total Account, or

(d) the Event of Maturity of a Participant who has no Vested interest in the Participant's Total Account.

6.2.2. Restoration Upon Rehire After Forfeiture. If the Participant returns to Recognized Employment with the Employer or an Affiliate after the non-Vested portion of the Participant's Employer Profit Sharing Account has been forfeited and before the Participant has incurred a Period of Severance of five (5) years, the amount so forfeited shall be restored to the Participant's Employer Profit Sharing Account as of the Valuation Date coincident with or next following the date the Participant returns (without adjustment for gains or losses after such forfeiture).

Notwithstanding the foregoing, such restoration shall be made only if the Participant repays to the Trustee for deposit in the Fund and crediting to the Participant's Retirement Savings Account, Employer Matching Account and Employer Profit Sharing Account the entire amount, if any, distributed to (or with respect to) the Participant after the Event of Maturity. Such repayment cannot be "rolled over" from an individual retirement arrangement. If the distribution was on account of separation from service, such repayment must be made, however, before the earlier of (i) five (5) years after the first day on which the Participant is subsequently reemployed by the Employer or Affiliate, or (ii) the close of the first Period of Severance of five (5) years commencing after the distribution. If the distribution was on account of any other reason, such repayment must be made within five (5) years after the date of distribution. In either case, such repayment must be made before the occurrence of a Period of Severance of five (5) years after the Event of Maturity and before the termination of this Plan or the permanent discontinuance of Employer contributions to this Plan.

6.2.3. Use of Forfeitures. Forfeitures shall be used for the following purposes (and, unless the Committee determines otherwise, in the following order): to make restorations for rehired Participants, to reduce Employer matching contributions,

to reduce Employer discretionary contributions, to reduce Plan expenses in the Plan Year in which the Participant's forfeiture event occurred or in the succeeding Plan Year, or to correct errors, omissions and exclusions. To the extent forfeitures are used to reduce Employer matching contributions, they shall be added as soon as administratively practicable to the reduced Employer matching contribution, if any, to be allocated to the Employer Matching Accounts of all Participants, as provided in Section 3.3. To the extent forfeitures are used to reduce Employer discretionary contributions, they shall be added as soon as administratively practicable to the reduced Employer discretionary contribution, if any, to be allocated to the Employer Profit Sharing Accounts of all Participants as provided in Section 3.4. Any forfeitures remaining at the termination of the Plan shall be considered to be a discretionary contribution and shall be allocated pursuant to Section 3.4.

6.2.4. Source of Restoration. The amount necessary to make the restoration required under Section 6.2.2 shall come first from the forfeitures of Participants. If such forfeitures are not adequate for this purpose, the rehiring Employer shall make a contribution adequate to make the restoration (in addition to any contributions made under Section 3).

SECTION 7

DISTRIBUTIONS AND LOANS

7.1. Distributions to Participants Upon Event of Maturity.

7.1.1. Application For Distribution Required. No distribution shall be made from the Plan until the Committee has received an application for distribution from the Participant entitled to receive distribution. The Committee may prescribe rules regarding the form of such application, the method of filing such application (including telephonic, electronic or similar methods) and the information required to be furnished in connection with such application.

(a) Exception for Small Amounts. If a Participant whose Vested Total Account does not exceed Five Thousand Dollars ($5,000) incurs an Event of Maturity, then such Vested Total Account shall be distributed automatically in a single lump sum as soon as administratively practicable following such Event of Maturity without an application for distribution. A Participant who has no Vested interest in the Participant's Total Account as of the Participant's Event of Maturity shall be deemed to have received an immediate distribution of the Participant's entire interest in the Plan as of such Event of Maturity.

(b) Exception for Required Distributions. Any Vested Total Account for which no application has been timely received on or before the required beginning date effective as to a Participant under Section 7.1.5 or Section 7.1.6, shall be distributed automatically in a single lump sum without an application for distribution.

7.1.2. Spousal Consent Not Required. The consent of a Participant's spouse shall not be required to make distributions from the Plan.

7.1.3. Form of Distribution. The only form of distribution available under this Plan is a lump sum payment.

7.1.4. Time of Distribution. Upon the receipt of a proper application from the Participant requesting distribution after an Event of Maturity, and after the right of the Participant to receive a distribution has been established, the Committee shall cause the Trustee to determine the value of the Participant's Vested Total Account and to make distribution of such Vested Total Account in a single lump sum as soon as administratively practicable after the Participant requests a distribution. No distribution, however, shall be made as of a Valuation Date preceding the date the Participant's application is received by the Committee.

7.1.5. Required Beginning Date for Non-Five Percent (5%) Owners. Notwithstanding the foregoing, distribution to the Participant shall be made not later than the required beginning date, which is the later of (i) the April 1 following the calendar year in which the Participant attains age seventy and one-half (70-1/2) years, or (ii) the April 1 following the calendar year in which the Participant terminates employment.

7.1.6. Required Beginning Date for Five Percent (5%) Owners. Notwithstanding any other provision of this Plan Statement, if the Participant is a five percent (5%) owner (as defined in Appendix B) at any time during the Plan Year in which such Participant attains age seventy and one-half (70-1/2) years, distribution shall not be made later than the required beginning date. The required beginning date for such Participant shall be the April 1 following the calendar year in which the Participant attains age seventy and one-half (70-1/2) years. If any amounts are thereafter credited to such Participant's Accounts, then for purposes of Section 7.1.1(b) each subsequent December 31 shall be treated as a required beginning date.

7.1.7. Effect of Reemployment. If a Participant is reemployed by the Employer or an Affiliate before the Participant attains Normal Retirement Age and before distribution is completed, the Participant's Vested Total Account shall continue to be held in the Fund until the Participant incurs another Event of Maturity after the Participant's reemployment. It is the general intent of this Plan that no distributions shall be made before the Normal Retirement Age of a Participant while the Participant is employed by the Employer or an Affiliate.

7.1.8. Death Prior to Distribution. If a Participant dies after the Participant's Event of Maturity but before distribution of the Participant's Vested Total Account has been completed, the undistributed Vested Total Account shall be distributed to the Participant's Beneficiary as provided in Section 7.3.

7.2. In-Service Distributions and Hardship Distributions.

7.2.1. Age 59-1/2 Distributions. A Participant may receive a distribution while employed from the vested portion of the Accounts listed in (b) below if the Participant has attained age fifty-nine and one-half (59-1/2) years. To receive such a distribution, the Participant must apply to the Committee. In the application, the Participant shall specify the dollar amount to be distributed. Such distribution shall be approved by the Committee and such distribution shall be made in a lump sum cash payment as soon as administratively practicable following the approval of the application by the Committee.

(a) Spousal Consent Not Required. Spousal consent shall not be required to make an age 59-1/2 distribution to a married Participant.

(b) Sequence of Accounts. Each distribution made pursuant to this Section 7.2. shall first be taken from and charged to the Participant's Accounts in the following sequence:

Rollover Account
Transfer Account
Employer Matching Account
Employer Profit Sharing Account
Retirement Savings Account.

(c) Coordination with Section 4.1. If a distribution is made from an Account which is invested in more than one (1) Subfund authorized and established under Section 4.1, the amount distributed shall be charged to each Subfund in the same proportions as the Account is invested in each Subfund.

7.2.2. Hardship Distributions. A Participant may receive a hardship distribution while employed from the Vested portion of the Accounts listed in (e) below if the Committee determines that such hardship distribution is for one of the purposes described in (a) below and the conditions in (b) and (d) below have been fulfilled. To receive such a distribution, the Participant must apply to the Committee. In the application, the Participant shall specify the dollar amount to be distributed. Such hardship distribution shall be approved by the Committee and such hardship distribution shall be made in a lump sum cash payment as soon as administratively practicable following the approval of the application by the Committee.

(a) Purposes. Hardship distributions shall be allowed under Section 7.2.2 only if the Participant establishes that the hardship distribution is to be made for one of the following purposes:

(i) expenses for medical care described in section 213(d) of the Code previously incurred by the Participant, the Participant's spouse or any dependents of the Participant (as defined in section 152 of the Code) or necessary for these persons to obtain medical care described in section 213(d) of the Code,

(ii) costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments),

(iii) payment of tuition, related educational fees and room and board expenses for the next twelve (12) months of post-secondary education for the Participant, or the Participant's spouse, children or dependents (as defined in section 152 of the Code), or

(iv) payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage of that principal residence.

Such purposes shall be considered to be an immediate and heavy financial need of the Participant.

(b) Limitations. In no event shall the cumulative amount of hardship distributions withdrawn from a Participant's Retirement Savings Account exceed the amount of contributions to that Account made pursuant to Section 3.2 (i.e., hardship distributions from that Account shall not include any earnings on such contributions or any curative allocations or earnings on curative allocations made pursuant to Section 2.1.3 of Appendix D). The amount of the hardship distribution shall not exceed the amount of the Participant's immediate and heavy financial need; provided, however, that the amount of the immediate and heavy financial need may include amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. In addition, a hardship distribution which includes a portion of the Participant's Retirement Savings Account shall not be allowed unless the Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans (at the time of the loan) currently available under all plans maintained by the Employer and Affiliates. Other funds are not currently available unless the funds are available prior to or coincidently with the date the hardship distribution is available.

(c) Spousal Consent Not Required. Spousal consent shall not be required to make a hardship distribution to a married Participant.

(d) Coordination with Other Plans. The rules described in this Section 7.2.2(d) apply only if the hardship distribution includes a portion of the Participant's Retirement Savings Account. The Participant's Retirement Savings Election and elective contributions and employee contributions under all other plans maintained by the Employer and Affiliates shall be canceled for twelve (12) months after receipt of a hardship distribution and shall not be automatically reinstated. Thereafter, the Participant may, upon giving prior notice to the Committee, enter into a new Retirement Savings Election effective as of any subsequent Enrollment Date following such twelve (12) month period, provided the Participant is in Recognized Employment on that date. In addition, the Participant shall not be allowed to make elective contributions under the Plan and all other plans maintained by the Employer and Affiliates for the Participant's taxable year immediately following the taxable year of the hardship distribution which exceed the dollar limit in effect for that taxable year under section 402(g) of the Code

(which is $10,500 for 2000 and which is adjusted under the Code for cost-of-living increases) less the amount of such Participant's elective contributions for the taxable year of the hardship distribution. For the purposes of this Section 7.2.2(d), all other plans maintained by the Employer and Affiliates shall mean all qualified and nonqualified plans of deferred compensation maintained by the Employer and Affiliates (including stock option, stock purchase or similar plans).

(e) Sequence of Accounts. Each hardship distribution made pursuant to this Section 7.2.2 shall first be taken from and charged to the Participant's Accounts in the following sequence:

Rollover Account
Employer Profit Sharing Account
Retirement Savings Account.

(f) Coordination with Section 4.1. If the hardship distribution is made from a Retirement Savings Account which is invested in more than one (1) Subfund authorized and established under Section 4.1, the amount withdrawn shall be charged to each Subfund in the same proportions as the Retirement Savings Account is invested in each Subfund.

7.3. Distributions to Beneficiary.

7.3.1. Application For Distribution Required. No distribution shall be made from the Plan until the Committee has received an application for distribution from the Beneficiary of a Participant entitled to receive distribution. The Committee may prescribe rules regarding the form of such application, the method of filing such application (including telephonic, electronic or similar methods) and the information required to be furnished in connection with such application.

(a) Exception for Small Amounts. Upon the death of a Participant whose Vested Total Account does not exceed Five Thousand Dollars ($5,000), such Participant's Vested Total Account shall be distributed to the Beneficiary in a single lump sum as soon as administratively practicable following such Participant's death without an application for distribution.

(b) Exception for Required Distributions. Any Vested Total Account for which no application has been timely received on or before the required beginning date effective as to a Beneficiary under Section 7.3.4, shall be distributed automatically in a single lump sum without an application for distribution.

7.3.2. Form of Distribution. The only form of distribution available under this Plan is a lump sum payment.

7.3.3. Time of Distribution. Upon the receipt of a proper application for distribution from the Beneficiary after the Participant's death, and after the right of the Beneficiary to receive a distribution has been established, the Committee shall cause the Trustee to determine the value of the Participant's Vested Total Account and to make distribution of such Vested Total Account in a single lump sum as soon as administratively practicable after the Beneficiary requests a distribution. No distribution, however, shall be made as of a Valuation Date preceding the date the Beneficiary's application is received by the Committee.

7.3.4. Required Beginning Date. Notwithstanding any other provision of this Plan Statement, distribution to the Beneficiary of a Participant shall be made not later than the required beginning date, which is the December 31 of the calendar year in which occurs the fifth (5th) anniversary of the Participant's death.

7.4. Designation of Beneficiaries.

7.4.1. Right To Designate. Each Participant may designate, upon forms to be furnished by and filed with the Committee, one or more primary Beneficiaries or alternative Beneficiaries to receive all or a specified part of the Participant's Vested Total Account in the event of the Participant's death. The Participant may change or revoke any such designation from time to time without notice to or consent from any Beneficiary or spouse. No such designation, change or revocation shall be effective unless executed by the Participant and received by the Committee during the Participant's lifetime.

7.4.2. Spousal Consent. Notwithstanding the foregoing, a designation will not be valid for the purpose of paying benefits from the Plan to anyone other than a surviving spouse of the Participant (if there is a surviving spouse) unless that surviving spouse consents in writing to the designation of another person as Beneficiary. To be valid, the consent of such spouse must be in writing, must acknowledge the effect of the designation of the Beneficiary and must be witnessed by a notary public. The consent of the spouse must be to the designation of a specific named Beneficiary which may not be changed without further spousal consent, or alternatively, the consent of the spouse must expressly permit the Participant to make and to change the designation of Beneficiaries without any requirement of further spousal consent. The consent of the spouse to a Beneficiary is a waiver of the spouse's rights to death benefits under the Plan. The consent of the surviving spouse need not be given at the time the designation is made. The consent of the surviving spouse need not be given before the death of the Participant. The consent of the surviving spouse will be required, however, before benefits can be paid to any person other than the surviving spouse. The consent of a spouse shall be irrevocable and shall be effective only with respect to that spouse.

7.4.3. Failure of Designation. If a Participant:

(a) fails to designate a Beneficiary,

(b) designates a Beneficiary and thereafter such designation is revoked without another Beneficiary being named, or

(c) designates one or more Beneficiaries and all such Beneficiaries so designated fail to survive the Participant,

such Participant's Vested Total Account, or the part thereof as to which such Participant's designation fails, as the case may be, shall be payable to the first class of the following classes of automatic Beneficiaries with a member surviving the Participant and (except in the case of the Participant's surviving issue) in equal shares if there is more than one member in such class surviving the Participant:

Participant's surviving spouse
Participant's surviving issue per stirpes and not per capita
Participant's surviving parents
Participant's surviving brothers and sisters
Representative of Participant's estate.

7.4.4. Disclaimers by Beneficiaries. A Beneficiary entitled to a distribution of all or a portion of a deceased Participant's Vested Total Account may disclaim his or her interest therein subject to the following requirements. To be eligible to disclaim, a Beneficiary must be a natural person, must not have received a distribution of all or any portion of a Vested Total Account at the time such disclaimer is executed and delivered, and must have attained at least age twenty-one (21) years as of the date of the Participant's death. Any disclaimer must be in writing and must be executed personally by the Beneficiary before a notary public. A disclaimer shall state that the Beneficiary's entire interest in the undistributed Vested Total Account is disclaimed or shall specify what portion thereof is disclaimed. To be effective, duplicate original executed copies of the disclaimer must be both executed and actually delivered to both the Committee and to the Trustee after the date of the Participant's death but not later than nine (9) months after the date of the Participant's death. A disclaimer shall be irrevocable when delivered to both the Committee and the Trustee. A disclaimer shall be considered to be delivered to the Committee or the Trustee only when actually received by the Committee or the Trustee (and in the case of a corporate Trustee, shall be considered to be delivered only when actually received by a trust officer familiar with the affairs of the Plan). The Committee (and not the Trustee) shall be the sole judge of the content, interpretation and validity of a purported disclaimer. Upon the filing of a valid disclaimer, the Beneficiary shall be considered not to have survived the Participant as to the interest disclaimed. A disclaimer by a Beneficiary shall not be considered to be a transfer of an interest in violation of the provisions of Section 8 and shall not be

considered to be an assignment or alienation of benefits in violation of federal law prohibiting the assignment or alienation of benefits under this Plan. No other form of attempted disclaimer shall be recognized by either the Committee or the Trustee.

7.4.5. Definitions. When used herein and, unless the Participant has otherwise specified in the Participant's Beneficiary designation, when used in a Beneficiary designation, "issue" means all persons who are lineal descendants of the person whose issue are referred to, subject to the following:

(a) a legally adopted child and the adopted child's lineal descendants always shall be lineal descendants of each adoptive parent (and of each adoptive parent's lineal ancestors);

(b) a legally adopted child and the adopted child's lineal descendants never shall be lineal descendants of any former parent whose parental rights were terminated by the adoption (or of that former parent's lineal ancestors); except that if, after a child's parent has died, the child is legally adopted by a stepparent who is the spouse of the child's surviving parent, the child and the child's lineal descendants shall remain lineal descendants of the deceased parent (and the deceased parent's lineal ancestors);

(c) if the person (or a lineal descendant of the person) whose issue are referred to is the parent of a child (or is treated as such under applicable law) but never received the child into that parent's home and never openly held out the child as that parent's child (unless doing so was precluded solely by death), then neither the child nor the child's lineal descendants shall be issue of the person.

"Child" means an issue of the first generation; "per stirpes" means in equal shares among living children of the person whose issue are referred to and the issue (taken collectively) of each deceased child of such person, with such issue taking by right of representation of such deceased child; and "survive" and "surviving" mean living after the death of the Participant.

7.4.6. Special Rules. Unless the Participant has otherwise specified in the Participant's Beneficiary designation, the following rules shall apply:

(a) If there is not sufficient evidence that a Beneficiary was living at the time of the death of the Participant, it shall be deemed that the Beneficiary was not living at the time of the death of the Participant.

(b) The automatic Beneficiaries specified in Section 7.4.3 and the Beneficiaries designated by the Participant shall become fixed at the time of the Participant's

death so that, if a Beneficiary survives the Participant but dies before the receipt of all payments due such Beneficiary hereunder, such remaining payments shall be payable to the representative of such Beneficiary's estate.

(c) If the Participant designates as a Beneficiary the person who is the Participant's spouse on the date of the designation, either by name or by relationship, or both, the dissolution, annulment or other legal termination of the marriage between the Participant and such person shall automatically revoke such designation. (The foregoing shall not prevent the Participant from designating a former spouse as a Beneficiary on a form executed by the Participant and received by the Committee after the date of the legal termination of the marriage between the Participant and such former spouse, and during the Participant's lifetime.)

(d) Any designation of a nonspouse Beneficiary by name that is accompanied by a description of relationship to the Participant shall be given effect without regard to whether the relationship to the Participant exists either then or at the Participant's death.

(e) Any designation of a Beneficiary only by statement of relationship to the Participant shall be effective only to designate the person or persons standing in such relationship to the Participant at the Participant's death.

A Beneficiary designation is permanently void if it either is executed or is filed by a Participant who, at the time of such execution or filing, is then a minor under the law of the state of the Participant's legal residence. The Committee (and not the Trustee) shall be the sole judge of the content, interpretation and validity of a purported Beneficiary designation.

7.5. General Distribution Rules.

7.5.1. Notices. The Committee will issue such notices as may be required under sections 402(f), 411(a)(11) and other sections of the Code in connection with distributions from the Plan. No distribution will be made unless it is consistent with such notice requirements. Generally, distributions may not commence as of a date that is more than ninety (90) days or less than thirty (30) days after such notices are given to the Participant. Distribution may commence less than thirty (30) days after the notice required under section 1.411(a)-11(c) of the income tax regulations or the notice required under section 1.402(f)-1 of the income tax regulations is given, provided however, that:

(a) the Committee clearly informs the distributee that the distributee has a right to a period of at least thirty (30) days after receiving such notices to consider whether or not to elect distribution;

(b) the distributee, after receiving the notice, affirmatively elects a distribution; and

(c) the distributee may revoke an affirmative distribution election by notifying the Committee of such revocation prior to the date as of which such distribution is to be made.

7.5.2. Direct Rollover. A distributee who is eligible to elect a direct rollover may elect, at the time and in the manner prescribed by the Committee, to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. A distributee who is eligible to elect a direct rollover includes only a Participant, a Beneficiary who is the surviving spouse of a Participant and a Participant's spouse or former spouse who is the Alternate Payee under a qualified domestic relations order, as defined in Appendix C.

(a) Eligible rollover distribution means any distribution of all or any portion of a Total Account to a distributee who is eligible to elect a direct rollover except (i) any distribution that is one of a series of substantially equal installments payable not less frequently than annually over the life expectancy of such distributee or the joint and last survivor life expectancy of such distributee and such distributee's "designated beneficiary" as determined under section 401(a)(9) of the Code, and (ii) any distribution that is one of a series of substantially equal installments payable not less frequently than annually over a specified period of ten (10) years or more, and (iii) any distribution to the extent such distribution is required under section 401(a)(9) of the Code, and (iv) any hardship distribution described under section 401(k)(2)(B)(i)(IV) of the Code that is made after December 31, 1999, and (v) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(b) Eligible retirement plan means (i) an individual retirement account described in section 408(a) of the Code, or (ii) an individual retirement annuity described in section 408(b) of the Code, or (iii) an annuity plan described in section 403(a) of the Code, or (iv) a qualified trust described in section 401(a) of the Code that accepts the eligible rollover distribution. However, in the case of an eligible rollover distribution to a Beneficiary who is the surviving spouse of a Participant, an eligible retirement plan is only an individual retirement account or individual retirement annuity as described in section 408 of the Code.

(c) Direct rollover means the payment of an eligible rollover distribution by the Plan to the eligible retirement plan specified by the distributee who is eligible to elect a direct rollover.

7.5.3. Compliance with Section 401(a)(9) of the Code. Notwithstanding the foregoing provisions of this Section 7, all distributions under this Plan shall comply with the minimum distribution requirements of section 401(a)(9) of the Code.

7.5.4. Distribution in Cash. Distribution of a Participant's Vested Total Account shall be made in cash. If, however, the Vested Total Account to be distributed is in whole or in part invested in an individual Subfund, at the election of the distributee, the Trustee shall cause distribution of that portion of the Vested Total Account to be made in kind.

7.5.5. Facility of Payment. In case of the legal disability, including minority, of a Participant, Beneficiary or Alternate Payee entitled to receive any distribution under the Plan, payment shall be made, if the Committee shall be advised of the existence of such condition:

(a) to the duly appointed guardian, conservator or other legal representative of such Participant, Beneficiary or Alternate Payee, or

(b) to a person or institution entrusted with the care or maintenance of the incompetent or disabled Participant, Beneficiary or Alternate Payee, provided, however, such person or institution has satisfied the Committee that the payment will be used for the best interest and assist in the care of such Participant, Beneficiary or Alternate Payee, and provided further, that no prior claim for said payment has been made by a duly appointed guardian, conservator or other legal representative of such Participant, Beneficiary or Alternate Payee.

Any payment made in accordance with the foregoing provisions of this Section shall constitute a complete discharge of any liability or obligation of the Employer, the Committee, the Trustee and the Fund therefor.

7.6. Loans. The provisions of this Section shall be subject to the following rules, conditions and limitations:

7.6.1. Availability. Loans shall be made available to all Participants (without regard to whether they are actively employed by the Employer or an Affiliate) subject to limitations and conditions established under this Section on a reasonably equivalent basis and shall not be made available to Highly Compensated Employees in an amount (expressed as a percentage of the Vested Total Account) greater than is made available to other employees.

7.6.2. Spousal Consent Not Required. Spousal consent shall not be required to make a loan to a married Participant.

7.6.3. Administration. Loan requests shall be granted or denied solely on the basis of this Section. There shall be no discretion to grant or deny a loan request. Denials shall be processed under the claims procedure rules of the Plan. Loans shall be approved (or denied) by the Committee. The Committee shall be contacted for this purpose at the address shown in the summary plan description. A copy of these rules, loan application forms, specimen promissory notes and any other information that is available concerning loans shall be made available at that address upon request. Loans under this Plan and any other plan maintained by the Employer and all Affiliates will be considered separate loans. Therefore, separate loan applications and promissory notes will need to be completed for loans from this Plan or any other plan. A loan will be made upon completion of a loan application, the execution of a promissory note and the completing of such other forms and the furnishing of such other information as may be required to comply with this Section. The promissory note will be a negotiable instrument. The Trustee will not, however, sell any note. The Committee may prescribe rules regarding the form of such application, the method of filing such application (including telephonic, electronic or similar methods) and the information required to be furnished in connection with such application.

7.6.4. Loan Terms. The total amount of such loans to any Participant shall not exceed the lesser of:

(a) Fifty percent (50%) of the Vested amount of that Participant's Total Account, or

(b) Fifty Thousand Dollars ($50,000);

provided, however, that the Fifty Thousand Dollar ($50,000) limitation shall be reduced by the excess (if any) of: (i) the highest outstanding balance of loans from the Plan (and all other plans of the Employer and all Affiliates) to such Participant during the one-year period ending on the day before the new loan is made, over (ii) the outstanding balance of all loans from the Plan (and all other plans of the Employer and all Affiliates) to such Participant on the day the new loan is made.

Except for any permitted suspension of payments during a leave of absence, any such loan must be repaid at least monthly in substantially level amounts, including principal and interest, over the term of the loan. Any such loan shall provide that it shall be repaid within a definite period of time to be specified by the Participant in the loan application and the promissory note. That period shall not exceed five (5) years unless such loan is to a Participant and is used to acquire a principal residence for the Participant and then it shall not exceed ten (10) years.

7.6.5. Collateral. Every loan made under these rules shall be secured by that portion of the Participant's Total Account which does not exceed fifty percent (50%) of the sum total of the Participant's Vested Total Account. This dollar amount shall be determined immediately after the

origination of the loan (and shall be reduced by the amount of any unpaid principal and interest on any earlier loan which is similarly secured). This security interest shall exist without regard to whether it is or is not referenced in the loan documents. The Plan shall be permitted to realize on this collateral (as hereinafter provided) by any means including (but not limited to) offset. No other collateral shall be permitted or required.

7.6.6. Loan Rules. The Committee may adopt rules for the administration of loans that are not inconsistent with the Plan Statement, including the following rules:

(a) Loan Amount. Loans will not be made in a principal amount less than One Thousand Dollars ($1,000).

(b) Interest Rate. The interest rate on any loan shall be equal to the prime rate (the base rate on corporate loans at large United States money center commercial banks) as published for the first business day of the calendar month in which the loan is granted by The Wall Street Journal in its Money Rates column or any comparable successor rate so published plus one percent (1%). If the prime rate is published as a range of rates, the highest prime rate in the range shall be used.

(c) Accounting for Loan. For the purpose of determining the extent to which a Total Account is entitled to share in income, gains or losses of the Fund under Section 4, the same shall be deemed to be reduced by the unpaid balance of any outstanding loans to the Participant, and the interest payments on such loans shall be credited to the Participant's Total Account. If a loan is made to a person who has assets in more than one Account, such loan shall be deemed to have been made from the Accounts pro rata. Repayments of principal on loans and payments of interest shall be apportioned among the Accounts from which the loan was made in proportion to the amounts by which the Accounts were initially reduced in order to make the loan. If a loan is made from an Account which is invested in more than one Subfund authorized and established under Section 4.1, the amount withdrawn in order to make the loan shall be charged to each Subfund in the same proportions as the Account is invested in each Subfund. All repayments of principal and interest shall be reinvested in the same manner as contributions under the Participant's investment elections in effect at the time the repayment is received.

(d) Payments. All Participants who are actively employed by the Employer shall make payment of loans by monthly or more frequent payroll deduction. The making of the loan shall be considered an irrevocable authorization for payroll deduction. To the extent that the available payroll amount is not sufficient to

satisfy the payment obligation, the Participant shall make monthly payment by personal check, cashier's check, certified check or money order delivered to the Trustee or to the Committee as agent for the Trustee (at the address shown in the Plan's summary plan description) by the due date for the payment. All payments by Participants who are not actively employed shall be made quarterly by personal check, cashier's check, certified check or money order delivered to the Trustee or to the Committee as agent for the Trustee at the address shown in the Plan's summary plan description by the due date for the payment.

(e) Prepayments. The loan may be prepaid in whole (but not in part) at any time.

(f) Termination of Employment. The entire outstanding principal and unpaid interest shall be due and payable on the date forty-five (45) days after the Participant's termination of employment with the Employer and all Affiliates.

(g) Death of the Participant. The death of the Participant shall terminate the loan. The unpaid principal and interest due and owing on the date of the Participant's death shall be offset against the Participant's Total Account. No payments shall be permitted after the Participant's death. The tax consequences of the offset shall be reported to the Participant's estate and not to the Beneficiary.

(h) Event of Default. Subject to subsection (i) below, nonpayment within ten (10) days after the due date shall be an event of default. If a payment is not made by payroll deduction, then payment shall be considered made for this purpose only when the personal check, cashier's check, certified check or money order is received in fact by the Trustee or the Committee as agent for the Trustee. Upon the occurrence of an event of default, the Participant's Vested Accounts in the Plan given as security shall be offset by the amount of the then outstanding balance of the loan in default (including, to the extent required under the Code, interest on the amount in default from the time of the default until the time of the offset). In the case of a Participant who has not had an Event of Maturity, however, this offset shall be deferred until an Event of Maturity as to such Participant, but, in the interim, it shall not be possible to cure the default. Such offset shall be automatic. No notice shall be required prior to offset.

(i) Suspension of Payments During Leave of Absence. If the Participant is on an authorized leave of absence as determined by the Committee, and the Participant's wages during the leave are less than the amount of the loan

payment, then loan payments shall be suspended for a period of up to one (1) year; provided, however, that the Participant's death even while payments are suspended shall nevertheless terminate the loan as provided in subsection (g). Upon the Participant's return to active employment with the Employer or an Affiliate, the Participant shall resume making payments on the loan by monthly or more frequent payroll deduction. The Trustee shall adjust the amount of each periodic payment, so that the unpaid balance of the Participant's loan will continue to be paid in equal periodic installments each payroll period in amounts sufficient to retire the entire loan indebtedness (principal and interest) by the original maturity date of the loan.

(j) Miscellaneous. Loans will be made only as of a Valuation Date. No loan shall be made to any Participant who has any loan which is currently in default or any loan which was in default at any time during the preceding twelve (12) months. No Participant shall have more than one (1) loan outstanding.

(k) Fees. The loan shall be subject to any origination fees charged by the Trustee and approved by the Committee. No loan application shall be approved unless it is accompanied by any required origination fee.

7.6.7. Effect on Distributions. If any distribution is to be made after an Event of Maturity when a loan is outstanding, the first asset distributed (after offset to satisfy any default) shall be the unpaid promissory note.

7.6.8. Tax Reporting. To the extent required by section 72(p) of the Code, the Trustee shall report, from time to time, distributions of income in connection with loans made under this Plan. The operation of those tax rules is entirely independent of the rules of the Plan.

7.6.9. Truth in Lending. This Plan shall make all disclosures required under federal truth-in-lending regulations (Regulation Z issued by the Board of Governors of the Federal Reserve System).

7.6.10. Effect of Participant Bankruptcy. To the extent required by bankruptcy laws, loans shall be subject to stay, discharge, reinstatement and other matters.

7.6.11. ERISA Compliance -- Loans Available to Parties in Interest. Loans shall be available to Participants and Beneficiaries who are parties in interest as defined in section 3(14) of ERISA. An Alternate Payee shall be considered a Beneficiary for this purpose only after the domestic relations order has been finally determined to be a qualified domestic relations order as defined in Appendix C to the Plan Statement.

SECTION 8

SPENDTHRIFT PROVISIONS

No Participant or Beneficiary shall have any transmissible interest in any Account nor shall any Participant or Beneficiary have any power to anticipate, alienate, dispose of, pledge or encumber the same while in the possession or control of the Trustee, nor shall any Account be subject to attachment, garnishment, execution following judgment or other legal process while in the possession or control of the Trustee, nor shall the Trustee, the Employer or the Committee recognize any assignment thereof, either in whole or in part, except as is specifically permitted under section 401(a)(13) of the Code or the regulations thereunder.

The power to designate Beneficiaries to receive the Vested Total Account of a Participant in the event of death shall not permit or be construed to permit such power or right to be exercised by the Participant so as thereby to anticipate, pledge, mortgage or encumber the Participant's Account or any part thereof, and any attempt of a Participant so to exercise said power in violation of this provision shall be of no force and effect and shall be disregarded by the Employer, the Committee and the Trustee.

This Section shall not prevent the Employer, the Committee or the Trustee from exercising, in their discretion, any of the applicable powers and options granted to them upon the occurrence of an Event of Maturity, as such powers may be conferred upon them by any applicable provision hereof, nor prevent the Plan from offsetting a Participant's Vested Total Account by the amount of the then outstanding balance of the loan in default. This Section shall not prevent the Employer, the Committee or the Trustee from observing the terms of a qualified domestic relations order as provided in Appendix C to this Plan Statement.

SECTION 9

AMENDMENT AND TERMINATION

9.1. Amendment. The Principal Sponsor reserves the power to amend this Plan Statement in any respect and either prospectively or retroactively or both; provided that no amendment shall be effective to reduce or divest the Total Account of any Participant unless the same shall have been adopted with the consent of the Secretary of Labor pursuant to the provisions of ERISA, or in order to comply with the provisions of the Code and the regulations and rulings thereunder affecting the tax-qualified status of the Plan and the deductibility of Employer contributions thereto. Notwithstanding the foregoing, no amendment shall be effective to increase the duties of the Trustee without its consent. No oral or written statement shall be effective to amend the Plan Statement unless it is duly authorized by the Board of Directors or the Committee. The power to amend the Plan Statement may not be delegated. Notwithstanding anything in this Plan Statement to the contrary, the Committee may adopt rules to facilitate compliance with the federal securities laws and all regulations and rules thereunder, including Section 16 of the Securities Exchange Act, which rules may limit rights under the Plan for certain Participants.

9.2. Discontinuance of Contributions and Termination of Plan. The Principal Sponsor reserves the right to reduce, suspend or discontinue its contributions to the Plan and to terminate the Plan herein embodied in its entirety. Notwithstanding anything in this Plan Statement to the contrary, if the Principal Sponsor applies to the Internal Revenue Service for a ruling that the termination of the Plan does not adversely affect its qualified status, then all distributions (other than required distributions under Sections 7.1.1(b) and 7.3.1(b)) and the making of new loans shall be suspended upon termination of the Plan pending the receipt of a favorable determination.

9.3. Merger or Spinoff of Plans.

9.3.1. In General. The Principal Sponsor may cause all or a part of this Plan to be merged with all or a part of any other plan and may cause all or a part of the assets and liabilities to be transferred from this Plan to another plan. In the case of merger or consolidation of this Plan with, or transfer of assets and liabilities of this Plan to, any other plan, each Participant shall (if such other plan were then terminated) receive a benefit immediately after the merger, consolidation or transfer which is not less than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation or transfer (if this Plan had then terminated). If the Principal Sponsor agrees to a transfer of assets and liabilities to or from another plan, the agreement under which such transfer is concluded (or an amendment of or appendix to this Plan Statement) shall specify the Accounts to which the transferred amounts are to be credited.

9.3.2. Limitations. For any asset transfer to this Plan from a tax-qualified plan which is subject to the joint and survivor annuity and pre-retirement annuity rules of section 401(a)(11) of the Code, the optional form of benefit requirements of section 411(d)(6)(B)(ii) of the Code or the distribution

rules of section 401(k) of the Code, the Committee shall adopt rules to comply with section 411(d)(6)(B)(ii) of the Code. In no event shall assets be transferred from any other plan to this Plan unless this Plan complies (or has been amended to comply) with the optional form of benefit requirements of section 411(d)(6)(B)(ii) of the Code (or, where applicable, the distribution rules of section 401(k) of the Code) with respect to such transferred assets. In no event shall assets be transferred from this Plan to any other plan unless such other plan complies (or has been amended to comply) with the optional form of benefit requirements of section 411(d)(6)(B)(ii) of the Internal Revenue Code and the distribution rules of section 401(k) of the Internal Revenue Code with respect to such transferred assets.

9.3.3. Beneficiary Designations. If assets and liabilities are transferred from another plan to this Plan, Beneficiary designations made under that plan shall become void with respect to deaths occurring on or after the date as of which such transfer is made and the Beneficiary designation rules of this Plan Statement shall apply beginning on such date.

9.4. Adoption by Other Employers.

9.4.1. Adoption by Consent. The Principal Sponsor may consent to the adoption of the Plan by any business entity subject to such conditions as the Principal Sponsor may impose.

9.4.2. Procedure for Adoption. Any such adopting business entity shall initiate its adoption of the Plan by delivery of a certified copy of the resolutions of its board of directors (or other authorized body or individual) adopting this Plan Statement to the Principal Sponsor. Upon the consent by the Principal Sponsor to the adoption by the adopting business entity, and the delivery to the Trustee of written evidence of the Principal Sponsor's consent, the adoption of the Plan by the adopting business entity shall be effective as of the date specified by the Principal Sponsor. If such adopting business entity is not a corporation, any reference in the Plan Statement to its board of directors shall be deemed to refer to such entity's governing body or other authorized individual.

9.4.3. Effect of Adoption. Upon the adoption of the Plan by an adopting business entity as heretofore provided, the adopting business entity shall be an Employer hereunder in all respects. Each adopting business entity, as a condition of continued participation in the Plan, delegates to the Principal Sponsor the sole power and authority over all Plan matters except that the board of directors of each adopting business entity shall have the power to amend this Plan Statement as applied to it by establishing a successor plan to which assets and liabilities may be transferred as provided in Section 9.3 and to terminate the Plan as applied to it. Each reference herein to the Employer shall include the Principal Sponsor and all adopting business entities unless the context clearly requires otherwise.

SECTION 10

FIDUCIARY MATTERS

10.1. Fiduciary Principles. The Trustee and each other fiduciary hereunder, in the exercise of each and every power or discretion vested in them by the provisions of this Plan Statement, shall (subject to the provisions of ERISA) discharge their duties with respect to the Plan solely in the interest of the Participants and Beneficiaries:

(a) for the exclusive purpose of:

(i) providing benefits to Participants and Beneficiaries, and

(ii) defraying reasonable expenses of administering the Plan,

(b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims,

(c) by diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, and

(d) in accordance with the documents and instruments governing the Plan, insofar as they are consistent with the provisions of ERISA.

Notwithstanding anything in this Plan Statement to the contrary, any provision hereof which purports to relieve a fiduciary from responsibility or liability for any responsibility, obligation or duty under Part 4 of Subtitle B of Title I of ERISA shall, to the extent the same is inconsistent with said Part 4, be deemed void.

10.2. Prohibited Transactions. Except as may be permitted by law, no Trustee or other fiduciary hereunder shall permit the Plan to engage, directly or indirectly, in any of the following transactions with a person who is a "disqualified person" (as defined in section 4975 of the Code) or a "party in interest" (as defined in section 3(14) of ERISA):

(a) sale, exchange or leasing of any property between the Plan and such person,

(b) lending of money or other extension of credit between the Plan and such person,

(c) furnishing of goods, services or facilities between the Plan and such person,

(d) transfer to, or use by or for the benefit of, such person of the income or assets of the Plan,

(e) act by such person who is a fiduciary hereunder whereby the fiduciary deals with the income or assets of the Plan in the fiduciary's own interest or for the fiduciary's own account, or

(f) receipt of any consideration for the fiduciary's own personal account by such person who is a fiduciary from any party dealing with the Plan in connection with a transaction involving the income or assets of the Plan.

10.3. Indemnity. Each individual (as distinguished from corporate) trustee of the Plan or officer, director or employee of the Employer shall, except as prohibited by law, be indemnified and held harmless by the Employer from any and all liabilities, costs and expenses (including legal fees), to the extent not covered by liability insurance, arising out of any action taken by such individual with respect to the Plan, whether imposed under ERISA or otherwise. No such indemnification, however, shall be required or provided if such liability arises (i) from the individual's claim for his own benefit, or (ii) from the proven gross negligence or the bad faith of the individual, or (iii) from the criminal misconduct of such individual if the individual had reason to believe the conduct was unlawful. This indemnification shall continue as to an individual who has ceased to be a trustee of the Plan or officer, director or employee of the Employer and shall inure to the benefit of the heirs, executors and administrators of such an individual.

SECTION 11

DETERMINATIONS -- RULES AND REGULATIONS

11.1. Determinations. The Committee shall make such determinations as may be required from time to time in the administration of the Plan. The Committee shall have the sole discretion, authority and responsibility to interpret and construe the Plan Statement and to determine all factual and legal questions under the Plan, including but not limited to the entitlement of employees, Participants and Beneficiaries and the amounts of their respective interests. The Trustee and other interested parties may act and rely upon all information reported to them hereunder and need not inquire into the accuracy thereof, nor be charged with any notice to the contrary.

11.2. Rules and Regulations. Any rule not in conflict or at variance with the provisions hereof may be adopted by the Committee.

11.3. Method of Executing Instruments.

11.3.1. Employer or Committee. Information to be supplied or written notices to be made or consents to be given by the Principal Sponsor, the Employer or the Committee pursuant to any provision of this Plan Statement may be signed in the name of the Principal Sponsor or Employer by any officer or by any employee who has been authorized to make such certification or to give such notices or consents or by any Committee member.

11.3.2. Trustee. Any instrument or written notice required, necessary or advisable to be made or given by the Trustee may be signed by any Trustee, if all Trustees serving hereunder are individuals, or by any authorized officer or employee of the Trustee, if a corporate Trustee shall be acting hereunder as sole Trustee, or by any such officer or employee of the corporate Trustee or by an individual Trustee acting hereunder, if corporate and individual Trustees shall be serving as co-trustees hereunder.

11.4. Claims Procedure. Until modified by the Committee, the claims procedure set forth in this Section 11.4 shall be the claims procedure for the resolution of disputes and disposition of claims arising under the Plan. An application for a distribution under Section 7 shall be considered as a claim for the purposes of this Section.

11.4.1. Original Claim. Any employee, former employee, or Beneficiary of such employee or former employee may, if the employee, former employee or Beneficiary so desires, file with the Committee a written claim for benefits under the Plan. Within ninety (90) days after the filing of such a claim, the Committee shall notify the claimant in writing whether the claim is upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific special circumstances requiring a specified amount of additional time (but not more than one hundred eighty days from the date the claim

was filed) to reach a decision on the claim. If the claim is denied in whole or in part, the Committee shall state in writing:

(a) the specific reasons for the denial,

(b) the specific references to the pertinent provisions of this Plan Statement on which the denial is based,

(c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and

(d) an explanation of the claims review procedure set forth in this Section.

11.4.2. Claims Review Procedure. Within sixty (60) days after receipt of notice that the claim has been denied in whole or in part, the claimant may file with the Committee a written request for a review and may, in conjunction therewith, submit written issues and comments. Within sixty (60) days after the filing of such a request for review, the Committee shall notify the claimant in writing whether, upon review, the claim was upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific special circumstances requiring a specified amount of additional time (but not more than one hundred twenty days from the date the request for review was filed) to reach a decision on the request for review.

11.4.3. General Rules.

(a) No inquiry or question shall be deemed to be a claim or a request for a review of a denied claim unless made in accordance with the claims procedure. The Committee may require that any claim for benefits and any request for a review of a denied claim be filed on forms to be furnished by the Committee upon request.

(b) All decisions on claims and on requests for a review of denied claims shall be made by the Committee unless delegated as provided in Section 12.2.

(c) The Committee may, in its discretion, hold one or more hearings on a claim or a request for a review of a denied claim.

(d) Claimants may be represented by a lawyer or other representative at their own expense, but the Committee reserves the right to require the claimant to furnish written authorization. A claimant's representative shall be entitled to copies of all notices given to the claimant.

(e) The decision of the Committee on a claim and on a request for a review of a denied claim shall be served on the claimant in writing. If a decision or notice is not received by a claimant within the time specified, the claim or request for a review of a denied claim shall be deemed to have been denied.

(f) Prior to filing a claim or a request for a review of a denied claim, the claimant or the claimant's representative shall have a reasonable opportunity to review a copy of this Plan Statement and all other pertinent documents in the possession of the Employer, the Committee and the Trustee.

11.4.4. Deadline to File Claim. To be considered timely under the Plan's claim and review procedure, a claim must be filed with the Committee within one (1) year after the claimant knew or reasonably should have known of the principal facts upon which the claim is based. If or to the extent that the claim relates to a failure to effect a Participant's or Beneficiary's investment directions, the one (1) year period shall be thirty (30) days.

11.4.5. Exhaustion of Administrative Remedies. The exhaustion of the claim and review procedure is mandatory for resolving every claim and dispute arising under this Plan. As to such claims and disputes:

(a) no claimant shall be permitted to commence any legal action to recover Plan benefits or to enforce or clarify rights under the Plan under section 502 or section 510 of ERISA or under any other provision of law, whether or not statutory, until the claim and review procedure set forth herein have been exhausted in their entirety; and

(b) in any such legal action all explicit and all implicit determinations by the Committee (including, but not limited to, determinations as to whether the claim, or a request for a review of a denied claim, was timely filed) shall be afforded the maximum deference permitted by law.

11.4.6. Deadline to File Legal Action. No legal action to recover Plan benefits or to enforce or clarify rights under the Plan under section 502 or section 510 of ERISA or under any other provision of law, whether or not statutory, may be brought by any claimant on any matter pertaining to this Plan unless the legal action is commenced in the proper forum before the earlier of:

(a) thirty (30) months after the claimant knew or reasonably should have known of the principal facts on which the claim is based, or

(b) six (6) months after the claimant has exhausted the claim and review procedure.

If or to the extent that the claim relates to a failure to effect a Participant's or Beneficiary's investment directions or a Participant's election regarding contributions, the thirty (30) month period shall be nineteen (19) months.

11.4.7. Knowledge of Fact by Participant Imputed to Beneficiary. Knowledge of all facts that a Participant knew or reasonably should have known shall be imputed to every claimant who is or claims to be a Beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant for the purpose of applying the previously specified periods.

11.5. Information Furnished by Participants. Neither the Employer nor the Committee nor the Trustee shall be liable or responsible for any error in the computation of the Account of a Participant resulting from any misstatement of fact made by the Participant, directly or indirectly, to the Employer, the Committee or the Trustee and used by them in determining the Participant's Account. Neither the Employer nor the Committee nor the Trustee shall be obligated or required to increase the Account of such Participant which, on discovery of the misstatement, is found to be understated as a result of such misstatement of the Participant. However, the Account of any Participant which is overstated by reason of any such misstatement shall be reduced to the amount appropriate for the Participant in view of the truth. Any refund received upon reduction of an Account so made shall be used to reduce the next succeeding contribution of the Employer to the Plan.

SECTION 12

PLAN ADMINISTRATION

12.1. Principal Sponsor.

12.1.1. Officers. Except as hereinafter provided, functions generally assigned to the Principal Sponsor shall be discharged by its officers or delegated and allocated as provided herein.

12.1.2. Chief Executive Officer. Except as hereinafter provided, the Chief Executive Officer of the Principal Sponsor may delegate or redelegate and allocate or reallocate to one or more persons or to a committee of persons jointly or severally, and whether or not such persons are directors, officers or employees, such functions assigned to the Principal Sponsor hereunder as the Chief Executive Officer may from time to time deem advisable.

12.1.3. Board of Directors. Notwithstanding the foregoing, the Board of Directors of the Principal Sponsor shall have the exclusive authority, which may not be delegated (except as provided in paragraph (a) below), to act for the Principal Sponsor:

(a) to amend this Plan Statement (except that the authority to make such amendments as are required to obtain or maintain the qualification of the Plan under sections 401(a) and 501(a) of the Code may be delegated); to terminate the Plan,

(b) to consent to the adoption of the Plan by other business entities; to establish conditions and limitations upon such adoption of the Plan by other business entities; to designate Affiliates, and

(c) to cause the Plan to be merged with another plan and to transfer assets and liabilities between the Plan and another.

12.2. Committee.

12.2.1. Appointment and Removal. The Committee shall consist of such members as may be determined and appointed from time to time by the Chief Executive Officer of the Principal Sponsor and they shall serve at the pleasure of such Chief Executive Officer. Members of the Committee shall serve without compensation, but their reasonable expenses shall be an expense of the administration of the Fund and shall be paid by the Trustee from and out of the Fund except to the extent the Employer, in its discretion, directly pays such expenses.

12.2.2. Automatic Removal. If any individual who is a member of the Committee is a director, officer or employee when appointed as a member of the Committee, then such individual shall be automatically removed as a member of the Committee at the earliest time such individual ceases to be a director, officer or employee. This removal shall occur automatically and without any requirement for action by the Chief Executive Officer of the Principal Sponsor or any notice to the individual so removed.

12.2.3. Authority. The Committee may elect such officers as the Committee may decide upon. The Committee shall:

(a) establish rules for the functioning of the Committee, including the times and places for holding meetings, the notices to be given in respect of such meetings and the number of members who shall constitute a quorum for the transaction of business,

(b) organize and delegate to such of its members as it shall select authority to execute or authenticate rules, advisory opinions or instructions, and other instruments adopted or authorized by the Committee; adopt such bylaws or regulations as it deems desirable for the conduct of its affairs; appoint a secretary, who need not be a member of the Committee, to keep its records and otherwise assist the Committee in the performance of its duties; keep a record of all its proceedings and acts and keep all books of account, records and other data as may be necessary for the proper administration of the Plan; notify the Employer and the Trustee of any action taken by the Committee and, when required, notify any other interested person or persons,

(c) determine from the records of the Employer the compensation, service records, status and other facts regarding Participants and other employees,

(d) cause to be compiled at least annually, from the records of the Committee and the reports and accountings of the Trustee, a report or accounting of the status of the Plan and the Accounts of the Participants, and make it available to each Participant who shall have the right to examine that part of such report or accounting (or a true and correct copy of such part) which sets forth the Participant's benefits and ratable interest in the Fund,

(e) prescribe forms, procedures and methods (including telephonic, electronic or similar methods) to be used for applications for participation, benefits, notifications, etc., as may be required in the administration of the Plan,

(f) set up such rules as are deemed necessary to carry out the terms of this Plan Statement,

(g) resolve all questions of administration of the Plan not specifically referred to in this Section,

(h) delegate or redelegate to one or more persons, jointly or severally, and whether or not such persons are members of the Committee or employees of the Employer, such functions assigned to the Committee hereunder as it may from time to time deem advisable, and

(i) perform all other acts reasonably necessary for administering the Plan and carrying out the provisions of this Plan Statement and performing the duties imposed on it.

12.2.4. Majority Decisions. If there shall at any time be three (3) or more members of the Committee serving hereunder who are qualified to perform a particular act, the same may be performed, on behalf of all, by a majority of those qualified, with or without the concurrence of the minority. No person who failed to join or concur in such act shall be held liable for the consequences thereof, except to the extent that liability is imposed under ERISA.

12.3. Limitation on Authority.

12.3.1. Fiduciaries Generally. No action taken by any fiduciary, if authority to take such action has been delegated or redelegated to it, shall be the responsibility of any other fiduciary except as may be required by the provisions of ERISA. Except to the extent imposed by ERISA, no fiduciary shall have the duty to question whether any other fiduciary is fulfilling all of the responsibility imposed upon such other fiduciary by the Plan Statement or by ERISA.

12.3.2. Trustee. The responsibilities and obligations of the Trustee shall be strictly limited to those set forth in this Plan Statement. The Trustee shall have no authority or duty to determine or enforce payment of any Employer contribution under the Plan or to determine the existence, nature or extent of any individual's rights in the Fund or under the Plan or question any determination made by the Principal Sponsor or the Committee regarding the same. Nor shall the Trustee be responsible in any way for the manner in which the Principal Sponsor, the Employer or the Committee carries out its responsibilities under this Plan Statement or, more generally, under the Plan. The Trustee shall give the Principal Sponsor notice of (and tender to the Principal Sponsor) the prosecution or defense of any litigation involving the Plan, the Fund or other fiduciaries of the Plan.

12.4. Conflict of Interest. If any officer or employee of the Employer, any member of the board of directors of the Employer, any member of the Committee or any Trustee to whom authority has been delegated or redelegated hereunder shall also be a Participant, Beneficiary or Alternate Payee in the Plan, the individual shall have no authority as such officer, employee, member or Trustee with respect to any matter specially affecting his or her individual interest hereunder (as distinguished from the interests of all Participants, Beneficiaries or Alternate Payees or a broad class of Participants, Beneficiaries and Alternate

Payees), all such authority being reserved exclusively to the other officers, employees, members or Trustees as the case may be, to the exclusion of such Participant, Beneficiary or Alternate Payee, and such Participant, Beneficiary or Alternate Payee shall act only in his or her individual capacity in connection with any such matter.

12.5. Dual Capacity. Individuals, firms, corporations or partnerships identified herein or delegated or allocated authority or responsibility hereunder may serve in more than one fiduciary capacity.

12.6. Administrator. The Principal Sponsor shall be the administrator for purposes of section 3(16)(A) of ERISA.

12.7. Named Fiduciaries. The Principal Sponsor, the Committee and the Trustee shall be named fiduciaries for the purpose of section 402(a) of ERISA.

12.8. Service of Process. In the absence of any designation to the contrary by the Principal Sponsor, the general counsel of the Principal Sponsor is designated as the appropriate and exclusive agent for the receipt of service of process directed to the Plan in any legal proceeding, including arbitration, involving the Plan.

12.9. Administrative Expenses. The reasonable expenses of administering the Plan shall be payable out of the Fund except to the extent that the Employer, in its discretion, directly pays the expenses.

12.10. IRS Qualification. This Plan is intended to qualify under section 401(a) of the Code as a defined contribution profit sharing plan (and not as a defined contribution or stock bonus plan or money purchase pension plan or a defined benefit pension plan).

SECTION 13

IN GENERAL

13.1. Disclaimers.

13.1.1. Effect on Employment. Neither the terms of this Plan Statement nor the benefits hereunder nor the continuance thereof shall be a term of the employment of any employee, and the Employer shall not be obligated to continue the Plan. The terms of this Plan Statement shall not give any employee the right to be retained in the employment of the Employer.

13.1.2. Sole Source of Benefits. Neither the Employer nor any of its officers nor any member of its board of directors nor any member of the Committee nor the Trustee in any way guarantee the Fund against loss or depreciation, nor do they guarantee the payment of any benefit or amount which may become due and payable hereunder to any Participant, Beneficiary, Alternate Payee or other person. Each Participant, Beneficiary, Alternate Payee or other person entitled at any time to payments hereunder shall look solely to the assets of the Fund for such payments. If a Vested Total Account shall have been distributed to a former Participant, Beneficiary, Alternate Payee or any other person entitled jointly to the receipt thereof (or shall have been transferred to the Trustee of another tax-qualified deferred compensation plan), such former Participant, Beneficiary, Alternate Payee or other person, as the case may be, shall have no further right or interest in the other assets of the Fund.

13.1.3. Co-Fiduciary Matters. Neither the Employer nor any of its officers nor any member of its board of directors nor any member of the Committee shall in any manner be liable to any Participant, Beneficiary, Alternate Payee or other person for any act or omission of the Trustee (except to the extent that liability is imposed under ERISA). Neither the Employer nor any of its officers nor any member of its board of directors nor any member of the Committee nor the Trustee shall be under any liability or responsibility (except to the extent that liability is imposed under ERISA) for failure to effect any of the objectives or purposes of the Plan by reason of loss or fluctuation in the value of Fund or for the form, genuineness, validity, sufficiency or effect of any Fund asset at any time held hereunder, or for the failure of any person, firm or corporation indebted to the Fund to pay such indebtedness as and when the same shall become due or for any delay occasioned by reason of any applicable law, order or regulation or by reason of any restriction or provision contained in any security or other asset held by the Fund. Except as is otherwise provided in ERISA, the Employer and its officers, the members of its board of directors, the members of the Committee, the Trustee and other fiduciaries shall not be liable for an act or omission of another person with regard to a fiduciary responsibility that has been allocated to or delegated in whole or in part to such other person pursuant to the terms of this Plan Statement or pursuant to procedures set forth in this Plan Statement.

13.2. Reversion of Fund Prohibited. The Fund from time to time hereunder shall at all times be a trust fund separate and apart from the assets of the Employer, and no part thereof shall be or become available to the Employer or to creditors of the Employer under any circumstances other than those specified in Section 1.4 and Section 3.9 and Appendix A to this Plan Statement. It shall be impossible for any part of the corpus or income of the Fund to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and Beneficiaries (except as hereinbefore provided).

13.3. Contingent Top Heavy Plan Rules. The rules set forth in Appendix B to this Plan Statement (concerning additional provisions that apply if the Plan becomes top heavy) are incorporated herein.

APPENDIX A

LIMITATION ON ANNUAL ADDITIONS
AND ANNUAL BENEFITS

SECTION 1

INTRODUCTION

Terms defined in the Plan Statement shall have the same meanings when used in this Appendix. In addition, when used in this Appendix, the following terms shall have the following meanings:

1.1. Annual Addition. Annual addition means, with respect to any Participant for a limitation year, the sum of:

(i) all employer contributions (including employer contributions of the Participant's earnings reductions under section 401(k), section 403(b) and section 408(k) of the Code) allocable as of a date during such limitation year to the Participant under all defined contribution plans;

(ii) all forfeitures allocable as of a date during such limitation year to the Participant under all defined contribution plans; and

(iii) all Participant contributions made as of a date during such limitation year to all defined contribution plans.

1.1.1. Specific Inclusions. With regard to a plan which contains a qualified cash or deferred arrangement or matching contributions or employee contributions, excess contributions and excess aggregate contributions (whether or not distributed during or after the limitation year) shall be considered annual additions in the year contributed. Excess deferrals that are not distributed in accordance with the regulations under section 402(g) of the Code are annual additions.

1.1.2. Specific Exclusions. The annual addition shall not, however, include any portion of a Participant's rollover contributions or any additions to accounts attributable to a plan merger or a transfer of plan assets or liabilities or any other amounts excludable under law. Excess deferrals that are distributed in accordance with the regulations under section 402(g) of the Code are not annual additions.

1.1.3. ESOP Rules. In the case of an employee stock ownership plan within the meaning of section 4975(e)(7) of the Code, annual additions shall not include any dividends or gains on sale of

employer securities held by the employee stock ownership plan (regardless of whether such dividends or gains are (i) on securities which are allocated to Participants' accounts or (ii) on securities which are not allocated to Participants' accounts which, in the case of dividends used to pay principal on an employee stock ownership plan loan, result in employer securities being allocated to Participants' accounts or, in the case of a sale, result in sale proceeds being allocated to Participants' accounts). In the case of an employee stock ownership plan within the meaning of section 4975(e)(7) of the Code under which no more than one-third (1/3rd) of the employer contributions for a limitation year which are deductible under section 404(a)(9) of the Code are allocated to highly compensated employees (as defined in section 414(q) of the Code), annual additions shall not include forfeitures of employer securities under the employee stock ownership plan if such securities were acquired with the proceeds of an exempt loan or, if the Employer is not an S corporation as defined in section 1361(a)(1) of the Code, employer contributions to the employee stock ownership plan which are deductible by the employer under section 404(a)(9)(B) of the Code and charged against the Participant's account (i.e., interest payments).

1.2. Annual Benefit. Annual benefit means a retirement benefit under a defined benefit plan which is payable annually in the form of a straight life annuity.

1.2.1. Straight Life Annuity. Except as provided below, a benefit payable in a form other than a straight life annuity will be adjusted to the actuarial equivalent straight life annuity before applying the limitations of this Appendix. This actuarial equivalent straight life annuity shall be the greater of (A) the equivalent straight life annuity computed using the interest rate and mortality table (or tabular factor) specified in the defined benefit plan for determining the amount of the particular form of benefit that is payable under the plan, or (B) in the case of a form of benefit subject to section 417(e)(3) of the Code, the equivalent straight life annuity computed using the applicable interest rate and applicable mortality table prescribed by the Secretary of the Treasury under section 417(e)(3) of the Code for this purpose, or (C) in the case of a form of benefit not subject to section 417(e)(3)of the Code, the equivalent straight life annuity computed using a five percent (5%) interest and the applicable mortality table prescribed by the Secretary of the Treasury under section 417(e)(3) of the Code for this purpose.

1.2.2. Excluded Contributions. The annual benefit does not include any benefits attributable to employee contributions, rollover contributions or the assets transferred from a qualified plan that was not maintained by a controlled group member.

1.2.3. Ancillary Benefits. No actuarial adjustment to the annual benefit is required for: (i) the value of a qualified joint and survivor annuity (to the extent such value exceeds the sum of the value of a straight life annuity beginning on the same date and the value of post-retirement death benefits that would be paid even if the annuity were not in the form of a joint and survivor annuity), or (ii) the value of benefits that are not directly related to retirement benefits (such as a pre-retirement disability benefit, a pre-retirement death benefit or a post-retirement medical benefit), or (iii) the value of post-retirement cost of living increases made in accordance with regulations under the Code.

1.3. Controlled Group Member. Controlled group member means the Employer and each member of a controlled group of corporations (as defined in section 414(b) of the Code and as modified by section 415(h) of the Code), all commonly controlled trades or businesses (as defined in section 414(c) of the Code and as modified by section 415(h) of the Code), affiliated service groups (as defined in section 414(m) of the Code) of which the Employer is a part and other organizations required to be aggregated for this purpose under section 414(o) of the Code.

1.4. Defined Benefit and Defined Contribution Plans. Defined benefit plan and defined contribution plan have the meanings assigned to those terms by section 415(k)(1) of the Code. Whenever reference is made to defined benefit plans and defined contribution plans in this Appendix, it shall include all such plans maintained by the Employer and all controlled group members.

1.5. Defined Benefit Fraction.

1.5.1. General Rule. Defined benefit fraction means a fraction the numerator of which is the sum of the Participant's projected annual benefits under all defined benefit plans determined as of the close of the limitation year, and the denominator of which is the lesser of:

(i) one hundred twenty-five percent (125%) of the dollar limitation in effect under section 415(b)(l)(A) of the Code as of the close of such limitation year (i.e., 125% of $90,000 as adjusted for cost of living, commencement dates, length of service and other factors), or

(ii) one hundred forty percent (140%) of the dollar amount which may be taken into account under section 415(b)(l)(B) of the Code with respect to such Participant as of the close of such limitation year (i.e., 140% of the Participant's highest average compensation as adjusted for cost of living, length of service and other factors).

1.5.2. Transition Rule. Notwithstanding the above, if the Participant was a participant as of the first day of the first limitation year beginning after December 31, 1986, in one or more defined benefit plans which were in existence on May 6, 1986, the denominator of this fraction will not be less than one hundred twenty-five percent (125%) of the sum of the annual benefits under such plans which the Participant had accrued as of the close of the last limitation year beginning before January 1, 1987, disregarding any changes in the terms and conditions of the defined benefit plans after May 5, 1986. The preceding sentence applies only if the defined benefit plans individually and in the aggregate satisfied the requirements of section 415 of the Code for all limitation years beginning before January 1, 1987.

1.6. Defined Contribution Fraction.

1.6.1. General Rule. Defined contribution fraction means a fraction the numerator of which is the sum of the Participant's annual additions (including employer contributions which are allocated to a separate account established for the purpose of providing medical benefits or life insurance benefits with respect to a key employee as defined in section 416 of the Code under a welfare benefit fund or individual medical account) as of the close of the limitation year and for all prior limitation years, and the denominator of which is the sum of the amounts determined under paragraph (i) or (ii) below, whichever is the lesser, for such limitation year and for each prior limitation year in which the Participant had any service with the Employer (regardless of whether that or any other defined contribution plan was in existence during those years or continues in existence):

(i) one hundred twenty-five percent (125%) of the dollar limitation in effect under section 415(c)(l)(A) of the Code for such limitation year determined without regard to section 415(c)(6) of the Code (i.e., 125% of $30,000 as adjusted for cost of living), or

(ii) one hundred forty percent (140%) of the dollar amount which may be taken into account under section 415(c)(l)(B) of the Code with respect to such individual under the defined contribution plan for such limitation year (i.e., 140% of 25% of the Participant's ss. 415 compensation for such limitation year).

1.6.2. TEFRA Transition Rule. The Employer may elect that the amount taken into account for each Participant for all limitation years ending before January 1, 1983, under Section 1.6.1(i) and Section 1.6.1(ii) shall be determined pursuant to the special transition rule provided in section 415(e)(6) of the Code.

1.6.3. Employee Contributions. Notwithstanding the definition of "annual additions," for the purpose of determining the defined contribution fraction in limitation years beginning before January 1, 1987, employee contributions shall not be taken into account to the extent that they were not required to be taken into account under section 415 of the Code prior to the Tax Reform Act of 1986.

1.6.4. Annual Denominator. The amounts to be determined under Section 1.6.1(i) and Section 1.6.1(ii) for the limitation year and for all prior limitation years in which the Participant had any service with the Employer shall be determined separately for each such limitation year on the basis of which amount is the lesser for each such limitation year.

1.6.5. Historical Amounts. For all limitation years ending before January 1, 1976, the dollar limitation under section 415(c)(1)(A) of the Code is Twenty-five Thousand Dollars ($25,000). For limitation years ending after December 31, 1975, and before January 1, 1999, the amount shall be:

For limitation years ending during:	The ss. 415(c)(1)(A) dollar amount is:
1976	$26,825
1977	$28,175
1978	$30,050
1979	$32,700
1980	$36,875
1981	$41,500
1982	$45,475
1983 - 2000	$30,000

1.6.6. Relief Rule. If the Participant was a participant as of the end of the first day of the first limitation year beginning after December 31, 1986, in one or more defined contribution plans which were in existence on May 6, 1986, the numerator of this fraction will be adjusted if the sum of this fraction and the defined benefit fraction would otherwise exceed one (1.0). Under the adjustment, an amount equal to the product of the excess of the sum of the fractions over one (1.0), times the denominator of this fraction, will be permanently subtracted from the numerator of this fraction. The adjustment is calculated using the fractions as they would be computed as of the end of the last limitation year beginning before January 1, 1987, and disregarding any changes in the terms and conditions of the plan made after May 6, 1986, but using the section 415 limitations applicable to the first limitation year beginning on or after January 1, 1987.

1.7. Highest Average Compensation. Highest average compensation means the averagess. 415 compensation for the three (3) consecutive calendar years during which the Participant was both an active participant in the defined benefit plan and had the greatest aggregate compensation from the Employer.

1.8. Individual Medical Account. Individual medical account means an account, as defined in section 415(1)(2) of the Code maintained by the Employer or a controlled group member which provides an annual addition.

1.9. Limitation Year. Limitation year means the Plan Year.

1.10. Maximum Permissible Addition.

1.10.1. General Rule. Maximum permissible addition (a term that is relevant only with respect to defined contribution plans) means, for any one (1) limitation year, the lesser of:

(i) Thirty Thousand Dollars ($30,000), as adjusted automatically for increases in the cost of living by the Secretary of the Treasury, or

(ii) twenty-five percent (25%) of the Participant'sss. 415 compensation for such limitation year.

1.10.2. Medical Benefits. The dollar limitation in Section 1.10.1(i), but not the amount determined in Section 1.10.1(ii), shall be reduced by the amount of employer contributions which are allocated to a separate account established for the purpose of providing medical benefits or life insurance benefits with respect to a key employee (as defined in section 416 of the Code) under a welfare benefit fund or an individual medical account.

1.11. Maximum Permissible Benefit. Maximum permissible benefit (a term that is relevant only with respect to defined benefit plans) means, for any one (1) limitation year, an amount determined as follows:

1.11.1. SSRA Commencement. If the annual benefit commences at the social security retirement age, the maximum permissible benefit is the lesser of:

(i) Ninety Thousand Dollars ($90,000), or

(ii) the Participant's highest average compensation.

1.11.2. Early Commencement. If the annual benefit commences before the social security retirement age, the maximum permissible benefit may not exceed the lesser of the actuarial equivalent of a Ninety Thousand Dollar ($90,000) annual benefit beginning at the social security retirement age or the Participant's highest average compensation. If the annual benefit commences before the social security retirement age but after age sixty-two (62) years, this actuarial equivalent shall be the Ninety Thousand Dollar ($90,000) annual benefit reduced in accordance with reductions in social security benefits (i.e., 5/9% for each of the first 36 months and 5/12% for each additional month by which the commencement date precedes the social security retirement age). If the annual benefit commences before age sixty-two (62) years, this actuarial equivalent shall be the actuarial equivalent of the maximum permissible benefit as reduced under the prior sentence to age sixty-two (62) years. This actuarial equivalent (i.e., the pre-age 62 years actuarial equivalent) shall be the lesser of (A) the equivalent amount computed using the interest rate and mortality table (or tabular factor) specified in the defined benefit plan for determining the amount of the early retirement benefit that is payable under the plan, or (B) the equivalent amount computed using five percent (5%) interest and the applicable mortality table as prescribed by the Secretary of the Treasury for these purposes.

1.11.3. Late Commencement. If the annual benefit commences after the social security retirement age, the benefit may not exceed the lesser of the actuarial equivalent of a Ninety Thousand Dollar ($90,000) annual benefit beginning at the social security retirement age or the Participant's highest average

compensation. This actuarial equivalent (i.e., the post-social security retirement age actuarial equivalent) shall be the lesser of (A) the equivalent amount computed using the interest rate and mortality table (or tabular factor) specified in the defined benefit plan for determining the amount of the late retirement benefit that is payable under the plan, or (B) the equivalent amount computed using five percent (5%) interest and the applicable mortality table as prescribed by the Secretary of the Treasury for these purposes.

1.11.4. Cost of Living Adjustments. Effective on January 1, 1988 and each January 1 thereafter, the Ninety Thousand Dollar ($90,000) limit and the highest average compensation limit (for Participants who have separated from service) shall be adjusted automatically for increases in the cost of living by the Secretary of the Treasury. The new amounts will apply to limitation years ending within such calendar year.

1.11.5. Participation Reduction. If a Participant has less than ten (10) years of participation in the plan, the Ninety Thousand Dollar ($90,000) limit otherwise defined and adjusted above (but not the highest average compensation limit) shall be reduced to an amount equal to ninety thousand dollars ($90,000) as otherwise defined and adjusted above multiplied by a fraction:

(i) the numerator of which is the number of years (and part thereof) of participation, and

(ii) the denominator of which is ten (10).

1.11.6. Service Reduction. If a Participant has less than ten (10) years of service with the controlled group members, the highest average compensation limit otherwise defined and adjusted above (but not the Ninety Thousand Dollar limit) shall be reduced to an amount equal to the highest average compensation limit as otherwise defined and adjusted above multiplied by a fraction:

(i) the numerator of which is the number of years (and part thereof) of service, and

(ii) the denominator of which is ten (10).

1.12. Projected Annual Benefit. Projected annual benefit means the annual benefit payable to the Participant at his or her normal retirement age (as defined in the defined benefit plan) adjusted to an actuarially equivalent straight life annuity form (or, if it would be a lesser amount, to any actuarially equivalent qualified joint and survivor annuity form that is available under the defined benefit plan) assuming that:

(i) the Participant continues employment and participation under the defined benefit plan until his or her normal retirement age (as defined in the defined benefit plan) or, if later, until his or her current age, and

(ii) the Participant's ss. 415 compensation and all other factors used to determine annual benefits under the defined benefit plan remain unchanged for all future limitation years.

1.13. Section 415 Compensation. Section 415 compensation (sometimes, "ss. 415 compensation") shall mean, with respect to any limitation year, the total wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the Employer to the extent that such amounts are includible in gross income but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code). Without regard to whether it is or is not includible in gross income, subject to other limitations and rules of this Section, (i) ss. 415 compensation shall include foreign earned income as defined in section 911(b) of the Code whether or not excludable from gross income under section 911 of the Code, and (ii) ss. 415 compensation shall be determined without regard to the exclusions from gross income in section 931 and section 933 of the Code. For limitation years beginning after December 31, 1991, ss. 415 compensation shall be determined on a cash basis. For limitation years beginning after December 31, 1997, ss. 415 compensation shall also include any elective deferral as defined in section 402(g)(3) of the Code and any amount which is contributed or deferred by an Employer at the election of the employee and which is not includible in the gross income of the employee by reason of section 125, section 132(f) or section 457 of the Code.

1.14. Social Security Retirement Age. Social security retirement age means the age used as retirement age under section 216(l) of the Social Security Act except that such section shall be applied (i) without regard to the age increase factor, and (ii) as if the early retirement age under section 216(1)(2) of the Social Security Act were age sixty-two (62) years.

1.15. Welfare Benefit Fund. Welfare benefit fund means a fund as defined in section 419(e) of the Code which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in section 419A(d)(3).

SECTION 2

DEFINED CONTRIBUTION LIMITATION

Notwithstanding anything to the contrary contained in the Plan Statement, there shall not be allocated to the account of any Participant under a defined contribution plan for any limitation year an amount which would cause the annual addition for such Participant to exceed the maximum permissible addition.

SECTION 3

DEFINED BENEFIT LIMITATION

Notwithstanding anything to the contrary contained in the Plan Statement, there shall not be accrued for the benefit of any Participant under a defined benefit plan an amount which would cause the annual benefit for any limitation year for such Participant to exceed the maximum permissible benefit.

SECTION 4

COMBINED PLANS LIMITATION

Notwithstanding anything to the contrary contained in the Plan Statement, during limitation years beginning before January 1, 2000, there shall not be allocated to the account of any Participant under a defined contribution plan or accrued for the benefit of any Participant under a defined benefit plan any amount which would cause the sum of such Participant's defined benefit fraction and defined contribution fraction to exceed one (1.0) at the close of any limitation year.

SECTION 5

REMEDIAL ACTION

5.1. Defined Contribution Plans Only. If a Participant's annual additions for a limitation year would exceed the maximum permissible addition, to the extent necessary to eliminate the excess the following shall occur in the following sequence.

5.1.1. Employee After Tax Contributions and Elective Deferrals. The defined contribution plan shall:

(i) return any unmatched employee contributions made by the Participant for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan), and

(ii) distribute unmatched elective deferrals (within the meaning of section 402(g)(3) of the Code) made for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan), and

(iii) return any matched employee contributions made by the Participant for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan), and

(iv) distribute matched elective deferrals (within the meaning of section 402(g)(3) of the Code) made for the limitation year to the Participant (adjusted for their proportionate share of gains but not losses while held in the defined contribution plan).

To the extent matched employee contributions are returned or any matched elective deferrals are distributed, any matching contribution made with respect thereto shall be forfeited and reallocated to Participants as provided in the defined contribution plan.

5.1.2. Employer Contributions. If, after taking all the actions contemplated by Section 5.1.1, an excess still exists, the defined contribution plan shall dispose of the excess as follows.

(a) Covered. If that Participant is covered by the defined contribution plan at the end of the limitation year, the Employer shall cause such excess to be used to reduce employer contributions for the next limitation year ("second limitation year") and succeeding limitation years, as necessary, for that Participant.

(b) Not Covered. If the Participant is not covered by the defined contribution plan at the end of the limitation year, however, then the excess amounts must be held unallocated in an "excess account" for the second limitation year (or succeeding limitation years) and allocated and reallocated in the second limitation year (or succeeding limitation year) to all the remaining Participants in the defined contribution plan as if an employer contribution for the second limitation year (or succeeding limitation year). However, if the allocation or reallocation of the excess amounts pursuant to the provisions of the defined contribution plan causes the limitations of this Appendix to be exceeded with respect to each Participant for the second limitation year (or succeeding limitation years), then these amounts must be held unallocated in an excess account. If an excess account is in existence at any time during the second limitation year (or any succeeding limitation year), all amounts in the excess account must be allocated and reallocated to Participants' accounts (subject to the limitations of this Appendix) as if they were additional employer contributions before any employer contribution and any Participant contributions which would constitute annual additions may be made to the defined contribution plan for that limitation year. Furthermore, the excess amounts must be used to reduce employer contributions for the second limitation year (and succeeding limitation years, as necessary) for all of the remaining Participants.

(c) No Distributions. Excess amounts may not be distributed from the defined contribution plan to Participants or former Participants.

If an excess account is in existence at any time during a limitation year, the gains and losses and other income attributable to the excess account shall be allocated to such excess account. To the extent that investment gains or other income or investment losses are allocated to the excess account, the entire amount allocated to Participants from the excess account, including any such gains or other income or less any losses, shall be considered as an annual addition. If the defined contribution plan should be terminated prior to the date any such temporarily held, unallocated excess can be allocated to the Accounts of Participants, the date of termination shall be deemed to be an Annual Valuation Date for the purpose of allocating such excess and, if any portion of such excess cannot be allocated as of such deemed Annual Valuation Date by reason of the limitations of this Appendix, such remaining excess shall be returned to the Employer.

5.1.3. Sequence of Plans. Each step of remedial action under Section 5.1.1 and Section 5.1.2 as may be necessary to correct an excess allocation shall be made in all defined contribution plans before the next step of remedial action is made. Each such step shall be made in the defined contribution plans in the following sequence:

(i) all profit sharing and stock bonus plans containing cash or deferred arrangements,

(ii) all money purchase pension plans other than money purchase pension plans that are part of employee stock ownership plans,

(iii) all profit sharing and stock bonus plans other than profit sharing and stock bonus plans containing cash or deferred arrangements and employee stock ownership plans,

(iv) all employee stock ownership plans.

If an excess allocation occurs in two (2) or more plans in the same category, correction of the excess allocation shall be made in chronological order as determined by the effective date of each plan (using the original effective date of the plan) beginning with the most recently established plan.

5.2. Defined Benefit Plans Only.

5.2.1. General Rule. If a Participant's annual benefit for any limitation year would exceed the maximum permissible benefit, to the extent necessary to eliminate the excess the defined benefit plan shall cease the accrual of benefits or reduce benefits previously accrued.

5.2.2. Sequence of Plans. Such remedial action as may be necessary to prevent an annual benefit from exceeding the maximum permissible benefit in a limitation year shall be made in defined benefit plans as follows.

(a) Single Plan. If the Participant is accruing benefits in only one defined benefit plan during such limitation year, all such cessations and reductions shall be made in that plan; and

(b) Other Plans In Earlier Years. To the extent that such cessations and reductions are not adequate and the Participant has accrued benefits in one or more other defined benefit plans in earlier limitation years, such cessations and reduction of accrued benefits under other plans shall be made in chronological order as determined by the effective date of each plan (using the original effective date of the plan) beginning with the most recently established plan; and

(c) Multiple Plans. If the Participant is concurrently accruing benefits in more than one defined benefit plan during such limitation year, such cessations and reductions of accrued benefits under such defined benefit plans shall be made in chronological order as determined by the effective date of each plan (using the original effective date of the plan) beginning with the most recently established plan.

5.3. Combined Defined Benefit and Defined Contribution Plans. If the sum of a Participant's defined benefit fraction and the defined contribution fraction would exceed one (1.0) at the end of any limitation year beginning before January 1, 2000, to the extent necessary to eliminate the excess the following shall occur in the following sequence.

(a) Defined Benefit. The cessation and reduction of accruals described in Section 5.2 shall be made.

(b) Defined Contribution. The actions described in Section 5.1 shall be taken.

APPENDIX B

CONTINGENT TOP HEAVY PLAN RULES

Notwithstanding any of the foregoing provisions of the Plan Statement, if, after applying the special definitions set forth in Section 1 of this Appendix, this Plan is determined under Section 2 of this Appendix to be a top heavy plan for a Plan Year, then the special rules set forth in Section 3 of this Appendix shall apply. For so long as this Plan is not determined to be a top heavy plan, the special rules in Section 3 of this Appendix shall be inapplicable to this Plan.

SECTION 1

SPECIAL DEFINITIONS

Terms defined in the Plan Statement shall have the same meanings when used in this Appendix. In addition, when used in this Appendix, the following terms shall have the following meanings:

1.1. Aggregated Employers. Aggregated employers means the Employer and each other corporation, partnership or proprietorship which is a "predecessor" to the Employer, or is under "common control" with the Employer, or is a member of an "affiliated service group" that includes the Employer, as those terms are defined in section 414(b), (c), (m) or (o) of the Code.

1.2. Aggregation Group. Aggregation group means a grouping of this Plan and:

(a) if any Participant in the Plan is a key employee, each other qualified pension, profit sharing or stock bonus plan of the aggregated employers in which a key employee is a Participant (and for this purpose, a key employee shall be considered a Participant only during periods when he is actually accruing benefits and not during periods when he has preserved accrued benefits attributable to periods of participation when he was not a key employee), and

(b) each other qualified pension, profit sharing or stock bonus plan of the aggregated employers which is required to be taken into account for this Plan or any plan described in paragraph (a) above to satisfy the qualification requirements under section 410 or section 401(a)(4) of the Code, and

(c) each other qualified pension, profit sharing or stock bonus plan of the aggregated employers which is not included in paragraph (a) or (b) above, but which the

Employer elects to include in the aggregation group and which, when included, would not cause the aggregation group to fail to satisfy the qualification requirements under section 410 or section 401(a)(4) of the Code.

1.3. Compensation. Unless the context clearly requires otherwise, compensation means the wages, tips and other compensation paid to the Participant by the Employer and reportable in the box designated "wages, tips, other compensation" on Treasury Form W-2 (or any comparable successor box or form) for the applicable period but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code). In determining compensation there shall be included elective contributions made by the Employer on behalf of the Participant that are not includible in gross income under sections 125, 402(e)(3), 402(h), 403(b), 414(h)(2) and 457 of the Code including elective contributions authorized by the Participant under a cafeteria plan or any qualified cash or deferred arrangement under section 401(k) of the Code. For the purposes of this Appendix (excluding Section 1.6 of this Appendix), compensation shall be limited to Two Hundred Thousand Dollars ($200,000) (as adjusted under the Code for cost of living increases) for Plan Years beginning before January 1, 1994, and One Hundred and Fifty Thousand Dollars ($150,000) (as so adjusted) for Plan Years beginning after December 31, 1993.

1.4. Determination Date. Determination date means, for the first (1st) Plan Year of a plan, the last day of such first (1st) Plan Year, and for each subsequent Plan Year, the last day of the immediately preceding Plan Year.

1.5. Five Percent Owner. Five percent owner means for each aggregated employer that is a corporation, any person who owns (or is considered to own within the meaning of the shareholder attribution rules) more than five percent (5%) of the value of the outstanding stock of the corporation or stock possessing more than five percent (5%) of the total combined voting power of the corporation, and, for each aggregated employer that is not a corporation, any person who owns more than five percent (5%) of the capital interest or the profits interest in such aggregated employer. For the purposes of determining ownership percentages, each corporation, partnership and proprietorship otherwise required to be aggregated shall be viewed as a separate entity.

1.6. Key Employee. Key employee means each Participant (whether or not then an employee) who at any time during a Plan Year (or any of the four preceding Plan Years) is:

(a) an officer of any aggregated employer (excluding persons who have the title of an officer but not the authority and including persons who have the authority of an officer but not the title) having an annual compensation from all aggregated employers for any such Plan Year in excess of fifty percent (50%) of the amount in effect under section 415(b)(1)(A) of the Code for any such Plan Year, or

(b) one (1) of the ten (10) employees (not necessarily Participants) owning (or considered to own within the meaning of the shareholder attribution rules) both more than one-half of one percent (1/2%) ownership interest in value and the largest percentage ownership interests in value of any of the aggregated employers (which are owned by employees) and who has an annual compensation from all the aggregated employers in excess of the limitation in effect under section 415(c)(1)(A) of the Code for any such Plan Year, or

(c) a five percent owner, or

(d) a one percent owner having an annual compensation from the aggregated employers of more than One Hundred Fifty Thousand Dollars ($150,000);

provided, however, that no more than fifty (50) employees (or, if lesser, the greater of three of all the aggregated employers' employees or ten percent of all the aggregated employers' employees) shall be treated as officers. For the purposes of determining ownership percentages, each corporation, partnership and proprietorship otherwise required to be aggregated shall be viewed as a separate entity. For purposes of paragraph (b) above, if two (2) employees have the same interest in any of the aggregated employers, the employee having the greatest annual compensation from that aggregated employer shall be treated as having a larger interest. For the purpose of determining compensation, however, all compensation received from all aggregated employers shall be taken into account. The term "key employee" shall include the beneficiaries of a deceased key employee.

1.7. One Percent Owner. One percent owner means, for each aggregated employer that is a corporation, any person who owns (or is considered to own within the meaning of the shareholder attribution rules) more than one percent (1%) of the value of the outstanding stock of the corporation or stock possessing more than one percent (1%) of the total combined voting power of the corporation, and, for each aggregated employer that is not a corporation, any person who owns more than one percent (1%) of the capital or the profits interest in such aggregated employer. For the purposes of determining ownership percentages, each corporation, partnership and proprietorship otherwise required to be aggregated shall be viewed as a separate entity.

1.8. Shareholder Attribution Rules. Shareholder attribution rules means the rules of section 318 of the Code, (except that subparagraph (C) of section 318(a)(2) of the Code shall be applied by substituting "5 percent" for "50 percent") or, if the Employer is not a corporation, the rules determining ownership in such Employer which shall be set forth in regulations prescribed by the Secretary of the Treasury.

1.9. Top Heavy Aggregation Group. Top heavy aggregation group means any aggregation group for which, as of the determination date, the sum of:

(i) the present value of the cumulative accrued benefits for key employees under all defined benefit plans included in such aggregation group, and

(ii) the aggregate of the accounts of key employees under all defined contribution plans included in such aggregation group,

exceed sixty percent (60%) of a similar sum determined for all employees. In applying the foregoing, the following rules shall be observed:

(a) For the purpose of determining the present value of the cumulative accrued benefit for any employee under a defined benefit plan, or the amount of the account of any employee under a defined contribution plan, such present value or amount shall be increased by the aggregate distributions made with respect to such employee under the plan during the five (5) year period ending on the determination date.

(b) Any rollover contribution (or similar transfer) initiated by the employee, made from a plan maintained by one employer to a plan maintained by another employer and made after December 31, 1983, to a plan shall not be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group). Any rollover contribution (or similar transfer) not described in the preceding sentence shall be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group).

(c) If any individual is not a key employee with respect to a plan for any Plan Year, but such individual was a key employee with respect to a plan for any prior Plan Year, the cumulative accrued benefit of such employee and the account of such employee shall not be taken into account.

(d) The determination of whether a plan is a top heavy plan shall be made once for each Plan Year of the plan as of the determination date for that Plan Year.

(e) In determining the present value of the cumulative accrued benefits of employees under a defined benefit plan, the determination shall be made as of the actuarial valuation date last occurring during the twelve (12) months preceding the determination date and shall be determined on the assumption that the employees terminated employment on the valuation date except as provided in section 416 of the Code and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The accrued benefit of any employee (other than a key

employee) shall be determined under the method which is used for accrual purposes for all plans of the employer or if there is no method which is used for accrual purposes under all plans of the employer, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under section 411(b)(1)(C) of the Code. In determining this present value, the mortality and interest assumptions shall be those which would be used by the Pension Benefit Guaranty Corporation in valuing the defined benefit plan if it terminated on such valuation date. The accrued benefit to be valued shall be the benefit expressed as a single life annuity.

(f) In determining the accounts of employees under a defined contribution plan, the account values determined as of the most recent asset valuation occurring within the twelve (12) month period ending on the determination date shall be used. In addition, amounts required to be contributed under either the minimum funding standards or the plan's contribution formula shall be included in determining the account. In the first year of the plan, contributions made or to be made as of the determination date shall be included even if such contributions are not required.

(g) If any individual has not performed any services for any employer maintaining the plan at any time during the five (5) year period ending on the determination date, any accrued benefit of the individual under a defined benefit plan and the account of the individual under a defined contribution plan shall not be taken into account.

(h) For this purpose, a terminated plan shall be treated like any other plan and must be aggregated with other plans of the employer if it was maintained within the last five (5) years ending on the determination date for the Plan Year in question and would, but for the fact that it terminated, be part of the aggregation group for such Plan Year.

1.10. Top Heavy Plan. Top heavy plan means a qualified plan under which (as of the determination date):

(i) if the plan is a defined benefit plan, the present value of the cumulative accrued benefits for key employees exceeds sixty percent (60%) of the present value of the cumulative accrued benefits for all employees, and

(ii) if the plan is a defined contribution plan, the aggregate of the accounts of key employees exceeds sixty percent (60%) of the aggregate of all of the accounts of all employees.

In applying the foregoing, the following rules shall be observed:

(a) Each plan of an Employer required to be included in an aggregation group shall be a top heavy plan if such aggregation group is a top heavy aggregation group.

(b) For the purpose of determining the present value of the cumulative accrued benefit for any employee under a defined benefit plan, or the amount of the account of any employee under a defined contribution plan, such present value or amount shall be increased by the aggregate distributions made with respect to such employee under the plan during the five (5) year period ending on the determination date.

(c) Any rollover contribution (or similar transfer) initiated by the employee, made from a plan maintained by one employer to a plan maintained by another employer and made after December 31, 1983, to a plan shall not be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group). Any rollover contribution (or similar transfer) not described in the preceding sentence shall be taken into account with respect to the transferee plan for the purpose of determining whether such transferee plan is a top heavy plan (or whether any aggregation group which includes such plan is a top heavy aggregation group).

(d) If any individual is not a key employee with respect to a plan for any Plan Year, but such individual was a key employee with respect to the plan for any prior Plan Year, the cumulative accrued benefit of such employee and the account of such employee shall not be taken into account.

(e) The determination of whether a plan is a top heavy plan shall be made once for each Plan Year of the plan as of the determination date for that Plan Year.

(f) In determining the present value of the cumulative accrued benefits of employees under a defined benefit plan, the determination shall be made as of the actuarial valuation date last occurring during the twelve (12) months preceding the determination date and shall be determined on the assumption that the employees terminated employment on the valuation date except as provided in section 416 of the Code and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The accrued benefit of any employee (other than a key employee) shall be determined under the method which is used for accrual purposes for all plans of the employer or if there is no method which is used for accrual purposes under all plans of the employer, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under section 411(b)(1)(C) of the Code. In determining this present value, the mortality and interest assumptions shall be those which would be used by the Pension Benefit Guaranty

Corporation in valuing the defined benefit plan if it terminated on such valuation date. The accrued benefit to be valued shall be the benefit expressed as a single life annuity.

(g) In determining the accounts of employees under a defined contribution plan, the account values determined as of the most recent asset valuation occurring within the twelve (12) month period ending on the determination date shall be used. In addition, amounts required to be contributed under either the minimum funding standards or the plan's contribution formula shall be included in determining the account. In the first year of the plan, contributions made or to be made as of the determination date shall be included even if such contributions are not required.

(h) If any individual has not performed any services for any employer maintaining the plan at any time during the five (5) year period ending on the determination date, any accrued benefit of the individual under a defined benefit plan and the account of the individual under a defined contribution plan shall not be taken into account.

(i) For this purpose, a terminated plan shall be treated like any other plan and must be aggregated with other plans of the employer if it was maintained within the last five (5) years ending on the determination date for the Plan Year in question and would, but for the fact that it terminated, be part of the aggregation group for such Plan Year.

SECTION 2

DETERMINATION OF TOP HEAVINESS

Once each Plan Year, as of the determination date for that Plan Year, the administrator of this Plan shall determine if this Plan is a top heavy plan.

SECTION 3

CONTINGENT PROVISIONS

3.1. When Applicable. If this Plan is determined to be a top heavy plan for any Plan Year, the following provisions shall apply for that Plan Year (and, to the extent hereinafter specified, for subsequent Plan Years), notwithstanding any provisions to the contrary in the Plan.

3.2. Vesting Requirement.

3.2.1. General Rule. During any Plan Year that the Plan is determined to be a Top Heavy Plan, then all accounts of all Participants in a defined contribution plan that is a top heavy plan and the accrued benefits of all Participants in a defined benefit plan that is a top heavy plan shall be vested and nonforfeitable in accordance with the following schedule if, and to the extent, that it is more favorable than other provisions of the Plan:

If the Participant Has Completed the Following Years of Vesting Service:	His Vested Percentage Shall Be:
Less than 2 years	0%
2 years but less than 3 years	20%
3 years but less than 4 years	40%
4 years but less than 5 years	60%
5 years but less than 6 years	80%
6 years or more	100%

3.2.2. Subsequent Year. In each subsequent Plan Year that the Plan is determined not to be a top heavy plan, the other nonforfeitability provisions of the Plan Statement (and not this section) shall apply in determining the vested and nonforfeitable rights of Participants who do not have five (5) or more years of Vesting Service (three or more years of Vesting Service for Participants who have one or more Hours of Service in any Plan Year beginning after December 31, 1988) as of the beginning of such subsequent Plan Year; provided, however, that they shall not be applied in a manner which would reduce the vested and nonforfeitable percentage of any Participant.

3.2.3. Cancellation of Benefit Service. If this Plan is a defined benefit plan and if the Participant's vested percentage is determined under this Appendix and if a Participant receives a lump sum distribution of the present value of the vested portion of his accrued benefit, the Plan shall:

(a) thereafter disregard the Participant's service with respect to which he received such distribution in determining his accrued benefit, and

(b) permit the Participant who receives a distribution of less than the present value of his entire accrued benefit to restore this service by repaying (after returning to employment covered under the Plan) to the trustee the amount of such distribution together with interest at the interest rate of five percent (5%) per annum compounded annually (or such other interest rate as is provided by law for such repayment). If the distribution was on account of separation from service such repayment must be made before the earlier of,

(i) five (5) years after the first date on which the Participant is subsequently reemployed by the employer, or

(ii) the close of the first period of five (5) consecutive one-year breaks in service commencing after the distribution.

If the distribution was on account of any other reason, such repayment must be made within five (5) years after the date of the distribution.

3.3. Defined Contribution Plan Minimum Benefit Requirement.

3.3.1. General Rule. If this Plan is a defined contribution plan, then for any Plan Year that this Plan is determined to be a top heavy plan, the Employer shall make a contribution for allocation to the account of each employee who is a Participant for that Plan Year and who is not a key employee in an amount (when combined with other Employer contributions and forfeited accounts allocated to his account) which is at least equal to three percent (3%) of such Participant's compensation. (This minimum contribution amount shall be further reduced by all other Employer contributions to this Plan or any other defined contribution plans.) This contribution shall be made for each Participant who has not separated from service with the Employer at the end of the Plan Year (including for this purpose any Participant who is then on temporary layoff or authorized leave of absence or who, during such Plan Year, was inducted into the Armed Forces of the United States from employment with the Employer) including, for this purpose, each employee of the Employer who would have been a Participant if he had: (i) completed one thousand (1,000) Hours of Service (or the equivalent) during the Plan Year, and (ii) made any mandatory contributions to the Plan, and (iii) earned compensation in excess of the stated amount required for participation in the Plan.

3.3.2. Special Rule. Subject to the following rules, the percentage referred to in Section 3.3.1 of this Appendix shall not exceed the percentage at which contributions are made (or required to be made) under this Plan for the Plan Year for that key employee for whom that percentage is the highest for the Plan Year.

(a) The percentage referred to above shall be determined by dividing the Employer contributions for such key employee for such Plan Year by his compensation for such Plan Year.

(b) For the purposes of this Section 3.3, all defined contribution plans required to be included in an aggregation group shall be treated as one (l) plan.

(c) The exception contained in this Section 3.3.2 shall not apply to (be available to) this Plan if this Plan is required to be included in an aggregation group if including

this Plan in an aggregation group enables a defined benefit plan to satisfy the qualification requirements of section 410 or section 401(a)(4) of the Code.

3.3.3. Salary Reduction and Matching Contributions. For the purpose of this Section 3.3, all Employer contributions attributable to a salary reduction or similar arrangement shall be taken into account for the purpose of determining the minimum percentage contribution required to be made for a particular Plan Year for a Participant who is not a key employee but not for the purpose of determining whether that minimum contribution requirement has been satisfied. For the purpose of this Section 3.3 during all Plan Years beginning after December 31, 1988, all Employer matching contributions shall be taken into account for the purposes of determining the minimum percentage contribution required to be made for a particular Plan Year for a Participant who was not a key employee but not for the purpose of determining whether that minimum contribution requirement has been satisfied.

3.4. Defined Benefit Plan Minimum Benefit Requirement.

3.4.1. General Rule. If this Plan is a defined benefit plan, then for any Plan Year that the Plan is determined to be a top heavy plan, the accrued benefit for each Participant who is not a key employee shall not be less than one-twelfth (l/12th) of the applicable percentage of the Participant's average compensation for years in the testing period.

3.4.2. Special Rules and Definitions. In applying the general rule of Section 3.4.1 of this Appendix, the following special rules and definitions shall apply:

(a) The term "applicable percentage" means the lesser of:

(i) two percent (2%) multiplied by the number of years of service with the Employer, or

(ii) twenty percent (20%).

(b) For the purpose of this Section 3.4, a Participant's years of service with the Employer shall be equal to the Participant's Vesting Service except that a year of Vesting Service shall not be taken into account if:

(i) the Plan was not a top heavy plan for any Plan Year ending during such year of Vesting Service, or

(ii) such year of Vesting Service was completed in a Plan Year beginning before January l, 1984.

(c) A Participant's "testing period" shall be the period of five (5) consecutive years during which the Participant had the greatest compensation from the Employer; provided, however, that:

(i) the years taken into account shall be properly adjusted for years not included in a year of service, and

(ii) a year shall not be taken into account if such year ends in a Plan Year beginning before January l, 1984, or such year begins after the close of the last year in which the Plan was a top heavy plan.

(d) An individual shall be considered a Participant for the purpose of accruing the minimum benefit only if such individual has at least one thousand (1,000) Hours of Service during a benefit accrual computation period (or equivalent service determined under Department of Labor regulations). Furthermore, such individual shall accrue a minimum benefit only for a benefit accrual computation period in which such individual has one thousand (1,000) Hours of Service (or equivalent service). An individual shall not fail to accrue the minimum benefit merely because the individual: (i) was not employed on a specified date, or (ii) was excluded from participation (or otherwise failed to accrue a benefit) because the individual's compensation was less than a stated amount, or (iii) because the individual failed to make any mandatory contributions.

3.4.3. Accruals Preserved. In years subsequent to the last Plan Year in which this Plan is a top heavy plan, the other benefit accrual rules of the Plan Statement shall be applied to determine the accrued benefit of each Participant, except that the application of such other rules shall not serve to reduce a Participant's accrued benefit as determined under this Section 3.4.

3.5. Priorities Among Plans. In applying the minimum benefit provisions of this Appendix in any Plan Year that this Plan is determined to be a top heavy plan, the following rules shall apply:

(a) If an employee participates only in this Plan, the employee shall receive the minimum benefit applicable to this Plan.

(b) If an employee participates in both a defined benefit plan and a defined contribution plan and only one (1) of such plans is a top heavy plan for the Plan Year, the employee shall receive the minimum benefit applicable to the plan which is a top heavy plan.

(c) If an employee participates in both a defined contribution plan and a defined benefit plan and both are top heavy plans, then the employee, for that Plan Year,

shall receive the defined benefit plan minimum benefit unless for that Plan Year the employee has received employer contributions and forfeitures allocated to his account in the defined contribution plan in an amount which is at least equal to five percent (5%) of his compensation.

(d) If an employee participates in two (2) or more defined contribution plans which are top heavy plans, then the employee, for that Plan Year, shall receive the defined contribution plan minimum benefit in that defined contribution plan which has the earliest original effective date.

3.6. Annual Contribution Limits.

3.6.1. General Rule. Notwithstanding anything apparently to the contrary in the Appendix A to the Plan Statement, for any Plan Year that this Plan is a top heavy plan, the defined benefit fraction and defined contribution fraction of the Appendix to the Plan Statement pertaining to limits under section 415 of the Code shall be one hundred percent (100%) and not one hundred twenty-five percent (125%).

3.6.2. Special Rule. Section 3.6.1 of this Appendix shall not apply to any top heavy plan if such top heavy plan satisfies the following requirements:

(a) Minimum Benefit Requirement. The top heavy plan (and any plan required to be included in an aggregation group with such plan) satisfies the requirements of Section 3.4 of this Appendix when Section 3.4.2(a)(1) of this Appendix is applied by substituting three percent (3%) for two percent (2%) and by increasing (but by no more than ten percentage points) twenty percent (20%) by one percentage point for each year for which the plan was taken into account under this Section 3.7. Section 3.3.1 of this Appendix shall be applied by substituting "four percent (4%)" for "three percent (3%)." Section 3.5(c) of this Appendix shall be applied by substituting "seven and one-half percent (7-1/2%)" for "five percent (5%)."

(b) Ninety Percent Rule. A top heavy plan would not be a top heavy plan if "ninety percent (90%)" were substituted for "sixty percent (60%)" each place that it appears in the definitions of top heavy plan and top heavy aggregation group.

3.6.3. Transition Rule. If, but for this Section 3.6.3, Section 3.6.1 of this Appendix would begin to apply with respect to this Plan because it is a top heavy plan, the application of Section 3.6.1 of this Appendix shall be suspended with respect to any individual so long as there are no:

(a) employer contributions, forfeitures or voluntary nondeductible contributions allocated to such individual (if this Plan is a defined contribution plan), or

(b) accruals for such individual (if this Plan is a defined benefit plan).

3.6.4. Coordinating Change. If this Plan is a top heavy plan for any Plan Year, then for purposes of the Appendix A to the Plan Statement, section 415(e)(6)(i) of the Code shall be applied by substituting "Forty-one Thousand Five Hundred Dollars ($41,500)" for "Fifty-one Thousand Eight Hundred Seventy-five Dollars ($51,875)."

3.7. Bargaining Units. The requirements of Section 3.2 through Section 3.6 of this Appendix shall not apply with respect to any employee included in a unit of employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one (1) or more employers if there is evidence that retirement benefits are the subject of good faith bargaining between such employee representatives and such employer or employers.

APPENDIX C

QUALIFIED DOMESTIC RELATIONS ORDERS

SECTION 1

GENERAL MATTERS

Terms defined in the Plan Statement shall have the same meanings when used in this Appendix.

1.1. General Rule. The Plan shall not honor the creation, assignment or recognition of any right to any benefit payable with respect to a Participant pursuant to a domestic relations order unless that domestic relations order is a qualified domestic relations order.

1.2. Alternate Payee Defined. The only persons eligible to be considered alternate payees with respect to a Participant shall be that Participant's spouse, former spouse, child or other dependent.

1.3. DRO Defined. A domestic relations order is any judgment, decree or order (including an approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of a Participant and which is made pursuant to a state domestic relations law (including a community property law).

1.4. QDRO Defined. A qualified domestic relations order is a domestic relations order which creates or recognizes the existence of an alternate payee's right to (or assigns to an alternate payee the right to) receive all or a portion of the Account of a Participant under the Plan and which satisfies all of the following requirements.

1.4.1. Names and Addresses. The order must clearly specify the name and the last known mailing address, if any, of the Participant and the name and mailing address of each alternate payee covered by the order.

1.4.2. Amount. The order must clearly specify the amount or percentage of the Participant's Account to be paid by the Plan to each such alternate payee or the manner in which such amount or percentage is to be determined.

1.4.3. Payment Method. The order must clearly specify the number of payments or period to which the order applies.

1.4.4. Plan Identity. The order must clearly specify that it applies to this Plan.

1.4.5. Settlement Options. Except as provided in Section 1.4.8 of this Appendix, the order may not require the Plan to provide any type or form of benefits or any option not otherwise provided under the Plan.

1.4.6. Increased Benefits. The order may not require the Plan to provide increased benefits.

1.4.7. Prior Awards. The order may not require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

1.4.8. Exceptions. The order will not fail to meet the requirements of Section 1.4.5 of this Appendix if:

(a) The order requires payment of benefits be made to an alternate payee before the Participant has separated from service but as of a date that is on or after the date on which the Participant attains (or would have attained) the earliest payment date described in Section 1.4.10 of this Appendix; and

(b) The order requires that payment of benefits be made to an alternate payee as if the Participant had retired on the date on which payment is to begin under such order (but taking into account only the present value of benefits actually accrued); and

(c) The order requires payment of benefits to be made to an alternate payee in any form in which benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the alternate payee and his or her subsequent spouse).

In lieu of the foregoing, the order will not fail to meet the requirements of Section 1.4.5 of this Appendix if the order: (1) requires that payment of benefits be made to an alternate payee in a single lump sum as soon as is administratively feasible after the order is determined to be a qualified domestic relations order, and (2) does not contain any of the provisions described in Section 1.4.9 of this Appendix, and (3) provides that the payment of such single lump sum fully and permanently discharges all obligations of the Plan to the alternate payee.

1.4.9. Deemed Spouse. Notwithstanding the foregoing:

(a) The order may provide that the former spouse of a Participant shall be treated as a surviving spouse of such Participant for the purposes of Section 7 of the Plan Statement (and that any subsequent or prior spouse of the Participant shall not be treated as a spouse of the Participant for such purposes), and

(b) The order may provide that, if the former spouse has been married to the Participant for at least one (1) year at any time, the surviving former spouse shall be deemed to have been married to the Participant for the one (1) year period ending on the date of the Participant's death.

1.4.10. Payment Date Defined. For the purpose of Section 1.4.8 of this Appendix, the earliest payment date means the earlier of:

(a) The date on which the Participant is entitled to a distribution under the Plan; or

(b) The later of (i) the date the Participant attains age fifty (50) years, or (ii) the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant separated from service.

SECTION 2

PROCEDURES

2.1. Actions Pending Review. During any period when the issue of whether a domestic relations order is a qualified domestic relations order is being determined by the Committee, the Committee shall cause the Plan to separately account for the amounts which would be payable to the alternate payee during such period if the order were determined to be a qualified domestic relations order.

2.2. Reviewing DROs. Upon the receipt of a domestic relations order, the Committee shall determine whether such order is a qualified domestic relations order.

2.2.1. Receipt. A domestic relations order shall be considered to have been received only when the Committee shall have received a copy of a domestic relations order which is complete in all respects and is originally signed, certified or otherwise officially authenticated.

2.2.2. Notice to Parties. Upon receipt of a domestic relations order, the Committee shall notify the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant that such domestic relations order has been received. The Committee shall include with such notice a copy of this Appendix.

2.2.3. Comment Period. The Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant shall be afforded a comment period of thirty (30) days from the date such notice is mailed by the Committee in which to make comments or objections to the Committee concerning whether the domestic relations order is a qualified domestic relations order.

By the unanimous written consent of the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant, the thirty (30) day comment period may be shortened.

2.2.4. Initial Determination. Within a reasonable period of time after the termination of the comment period, the Committee shall give written notice to the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant of its decision that the domestic relations order is or is not a qualified domestic relations order. If the Committee determines that the order is not a qualified domestic relations order or if the Committee determines that the written objections of any party to the order being found a qualified domestic relations order are not valid, the Committee shall include in its written notice:

(i) the specific reasons for its decision;

(ii) the specific reference to the pertinent provisions of this Plan Statement upon which its decision is based;

(iii) a description of additional material or information, if any, which would cause the Committee to reach a different conclusion; and

(iv) an explanation of the procedures for reviewing the initial determination of the Committee.

2.2.5. Appeal Period. The Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant shall be afforded an appeal period of sixty (60) days from the date such an initial determination and explanation is mailed in which to make comments or objections concerning whether the original determination of the Committee is correct. By the unanimous written consent of the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant, the sixty (60) day appeal period may be shortened.

2.2.6. Final Determination. In all events, the final determination of the Committee shall be made not later than eighteen (18) months after the date on which first payment would be required to be made under the domestic relations order if it were a qualified domestic relations order. The final determination shall be communicated in writing to the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant.

2.3. Final Disposition. If the domestic relations order is finally determined to be a qualified domestic relations order and all comment and appeal periods have expired, the Plan shall pay all amounts required to be paid pursuant to the domestic relations order to the alternate payee entitled thereto. If the domestic relations order is finally determined not to be a qualified domestic relations order and all comment and appeal periods have expired, benefits under the Plan shall be paid to the person or persons who would have been entitled to such amounts if there had been no domestic relations order.

2.4. Orders Being Sought. If the Committee has notice that a domestic relations order is being or may be sought but has not received the order, the Committee shall not (in the absence of a written request from the Participant) delay payment of benefits to a Participant or Beneficiary which otherwise would be due. If the Committee has determined that a domestic relations order is not a qualified domestic relations order and all comment and appeal periods have expired, the Committee shall not (in the absence of a written request from the Participant) delay payment of benefits to a Participant or Beneficiary which otherwise would be due even if the Committee has notice that the party claiming to be an alternate payee or the Participant or both are attempting to rectify any deficiencies in the domestic relations order. Notwithstanding the above, after the commencement of a divorce action, the Committee shall comply with a restraining order, duly issued by the court handling the divorce, reasonably prohibiting the disposition of a Participant's benefits pending the submission to the Committee of a domestic relations order or prohibiting the disposition of a Participant's benefits pending resolution of a dispute with respect to a domestic relations order.

SECTION 3

PROCESSING OF AWARD

3.1. General Rules. If a benefit is awarded to an alternate payee pursuant to an order which has been finally determined to be a qualified domestic relations order, the following rules shall apply.

3.1.1. Source of Award. If a Participant shall have a Vested interest in more than one Account under the Plan, the benefit awarded to an alternate payee shall be withdrawn from the Participant's Accounts in proportion to his Vested interest in each of them.

3.1.2. Effect on Account. For all purposes of the Plan, the Participant's Account (and all benefits payable under the Plan which are derived in whole or in part by reference to the Participant's Account) shall be permanently diminished by the portion of the Participant's Account which is awarded to the alternate payee. The benefit awarded to an alternate payee shall be considered to have been a distribution from the Participant's Account for the limited purpose of applying any rules of the Plan Statement relating to distributions from an Account that is only partially Vested.

3.1.3. After Death. After the death of an alternate payee, all amounts awarded to the alternate payee which have not been distributed to the alternate payee and which continue to be payable shall be paid in a single lump sum distribution to the personal representative of the alternate payee's estate as soon as administratively feasible, unless the qualified domestic relations order clearly provides otherwise. The Participant's Beneficiary designation shall not be effective to dispose of any portion of the benefit awarded to an alternate payee, unless the qualified domestic relations order clearly provides otherwise.

3.1.4. In-Service Benefits. Any in-service distribution provisions of the Plan Statement shall not be applicable to the benefit awarded to an alternate payee.

3.2. Segregated Account. If the Committee determines that it would facilitate the administration or the distribution of the benefit awarded to the alternate payee or if the qualified domestic relations order so requires, the benefit awarded to the alternate payee shall be established on the books and records of the Plan as a separate account belonging to the alternate payee.

3.3. Former Alternate Payees. If an alternate payee has received all benefits to which the alternate payee is entitled under a qualified domestic relations order, the alternate payee will not at any time thereafter be deemed to be an alternate payee or prior alternate payee for any substantive or procedural purpose of this Plan.

APPENDIX D

401(k), 401(m), & 402(g) COMPLIANCE

Introduction. This Appendix D contains rules for complying with the nondiscrimination provisions of sections 401(k) and 401(m) of the Code and the limitations imposed under section 402(g) of the Code.

Priority. Determinations under this Appendix shall be made in the following order:

(1) Excess deferrals under Section 1,

(2) Excess contributions under Section 2,

(3) Excess aggregate contributions under Section 3.

The amount of excess contributions shall be reduced by excess deferrals previously distributed to such Participant for the Participant's taxable year ending with or within such Plan Year.

SECTION 1

SECTION 402(g) COMPLIANCE

1.1. Excess Deferrals.

1.1.1. In General. A Participant may attribute to this Plan any excess deferrals made during a taxable year of the Participant by notifying the Committee in writing not later than the March 1 following such taxable year of the amount of the excess deferral to be assigned to the Plan. A Participant shall be deemed to have notified the Plan of excess deferrals to the extent the Participant has excess deferrals for the taxable year calculated by taking into account only the amount of elective contributions allocated to the Participant's Retirement Savings Account and to any other plan of the Employer and Affiliates. Notwithstanding any other provision of the Plan Statement, a Participant's excess deferrals, plus any income and minus any loss allocable thereto, shall be distributed to the Participant no later than the first April 15 following the close of the Participant's taxable year.

1.1.2. Definitions. For purposes of this Appendix, excess deferrals shall mean the amount of elective contributions allocated to the Participant's Retirement Savings Account for a

Participant's taxable year and which the Participant or the Employer, where applicable, allocates to this Plan pursuant to the claim procedure described below.

1.1.3. Claims. The Participant's claim shall be in writing; shall be submitted to the Committee not later than March 1 with respect to the immediately preceding taxable year; shall specify the amount of the Participant's excess deferrals for the preceding taxable year; and shall be accompanied by the Participant's written statement that if such amounts are not distributed, such excess deferrals, when added to amounts deferred under other plans or arrangements described in sections 401(k), 408(k) or 403(b) of the Code, will exceed the limit imposed on the Participant by section 402(g) of the Code for the taxable year in which the deferral occurred. The Employer shall notify the Plan on behalf of the Participant where the excess deferrals occur in the Plan or the combined plans of the Employer and Affiliates.

1.1.4. Determination of Income or Loss. The excess deferrals shall be adjusted for income or loss. Unless the Committee and the Trustee agree otherwise in writing, the income or loss allocable to excess deferrals shall be determined by multiplying the income or loss allocable to the Participant's elective contributions for the Plan Year ending within such preceding taxable year by a fraction, the numerator of which is the excess deferrals on behalf of the Participant for such preceding taxable year and the denominator of which is the Participant's Retirement Savings Account balance attributable to elective contributions on the Valuation Date coincident with or immediately before the last day of such preceding taxable year without regard to any income or loss occurring during such taxable year.

1.1.5. Accounting for Excess Deferrals. Excess deferrals shall be distributed from the Participant's Retirement Savings Account.

1.1.6. Orphaned Matching Contributions. If excess deferrals are distributed pursuant to this Section 1.1, applicable matching contributions under Section 3.3 of the Plan Statement shall be treated as forfeitures and reallocated as provided in Section 6.2 of the Plan Statement.

SECTION 2

SECTION 401(k) COMPLIANCE

2.1. Section 401(k) Compliance.

2.1.1. Safe Harbor Compliance. If the Plan satisfies the requirements of section 401(k)(12) of the Code for any Plan Year beginning after December 31, 1998, the provisions of this Section 2.1 of Appendix D shall not apply to the Plan for such Plan Year.

2.1.2. Special Definitions. For purposes of this Section 2, the following special definitions shall apply:

(a) An eligible employee means an individual who is entitled to provide a Retirement Savings Election for all or a part of the Plan Year (whether or not the individual does so).

(b) An eligible Highly Compensated Employee means an eligible employee who is a Highly Compensated Employee.

(c) Deferral percentage means the ratio (calculated separately for each eligible employee) of:

(i) the total amount, for the Plan Year, of Employer contributions credited to the eligible employee's Retirement Savings Account excluding any Employer contributions to the Retirement Savings Account used in determining the contribution percentage in Section 3.1.2(c)(i) and including, if the Committee elects, all or a portion of the amount of Employer contributions credited to the eligible employee's Employer Matching Account that are not used in determining the contribution percentage in Section 3.1.2(c)(i), to

(ii) the eligible employee's Recognized Compensation for the portion of such Plan Year that the employee is an eligible employee.

For this purpose, Employer contributions will be considered made in the Plan Year if they are allocated as of a date during such Plan Year and are delivered to the Trustee within twelve (12) months after the end of such Plan Year.

(d) Average deferral percentage means, for a specified group of eligible employees for the Plan Year, the average of the deferral percentages for all eligible employees in such group.

2.1.3. Special Rules. For purposes of this Section 2.1, the following special rules apply:

(a) Rounding. The deferral percentage of each eligible employee and the average deferral percentage for each group of eligible employees shall be calculated to the nearest one-hundredth of one percent.

(b) Multiple Plans. In the case of an eligible Highly Compensated Employee who participates in any other plan of the Employer and Affiliates (other than an

employee stock ownership plan described in sections 409(a) and 4975(e)(7) of the Code) to which Employer contributions are made on behalf of the eligible Highly Compensated Employee pursuant to a salary reduction agreement, all such Employer contributions, and if used to determine the deferral percentage of eligible employees, matching contributions (as defined in section 401(m)(4)(A) of the Code which meet the requirements of sections 401(k)(2)(B) and 401(k)(2)(C) of the Code) shall be aggregated for purposes of determining the eligible Highly Compensated Employee's deferral percentage; provided, however, that such Employer contributions made under an employee stock ownership plan shall not be aggregated.

(c) Permissive Aggregation. If this Plan satisfies the requirements of sections 401(k), 401(a)(4) or 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this Section 2.1 shall be applied by determining the average deferral percentage of eligible employees as if all such plans were a single plan. Plans may be aggregated in order to satisfy section 401(k) of the Code only if they have the same Plan Year and use the same 401(k) testing method.

2.1.4. The 401(k) Tests. Notwithstanding the foregoing provisions, at least one of the following two (2) tests must be satisfied for each Plan Year:

Test 1: The average deferral percentage for the group of eligible Highly Compensated Employees for the current Plan Year is not more than the average deferral percentage of all other eligible employees for the current Plan Year multiplied by one and twenty-five hundredths (1.25).

Test 2: The excess of the average deferral percentage for the group of eligible Highly Compensated Employees for the current Plan Year over the average deferral percentage of all other eligible employees for the current Plan Year is not more than two (2) percentage points, and the average deferral percentage for the group of eligible Highly Compensated Employees for the current Plan Year is not more than the average deferral percentage of all other eligible employees for the current Plan Year multiplied by two (2).

The Committee may, however, elect in accordance with further guidance issued by the Secretary of the Treasury to substitute the average deferral percentage of all other eligible employees for the preceding Plan Year for the average deferral percentage of all other eligible employees for the current Plan Year in Tests 1 and 2 above. Any election made by the Committee to use the average deferral percentage of all other

eligible employees for the preceding Plan Year in Tests 1 and 2 above, may only be changed in the manner prescribed by the Secretary of the Treasury.

2.1.5. Preventative Action Prior to Plan Year End. If the Committee determines that neither of the tests described in Section 2.1.4 will be satisfied (or may not be satisfied) for a Plan Year, then during such Plan Year, the Committee may from time to time establish (and modify) a maximum amount of contributions that can be made pursuant to a Retirement Savings Election by eligible Highly Compensated Employees that is less than the amount that would otherwise be permitted. No contributions shall be permitted to be made in excess of that maximum after the date such maximum is effective. The Committee shall prescribe rules concerning such modifications, including the frequency of applying the tests described in Section 2.1.4 and the commencement and termination dates for any modifications.

2.2. Distribution of Excess Contributions.

2.2.1. In General. Notwithstanding any other provision of the Plan Statement, excess contributions for a Plan Year, plus any income and minus any loss allocable thereto, shall be distributed no later than the last day of the following Plan Year, to eligible Highly Compensated Employees as determined in this Section.

2.2.2. Determining Excess Contributions. For purposes of this Section 2.2, excess contributions shall mean, with respect to any Plan Year, the excess of:

(a) the aggregate amount of Employer contributions taken into account in computing the average deferral percentage of eligible Highly Compensated Employees for such Plan Year, over

(b) the maximum amount of such contributions permitted by the section 401(k) test described in Section 2.1 of this Appendix. Such maximum amount of contributions shall be determined by reducing (not distributing) eligible Highly Compensated Employees' contributions as follows:

(i) The contributions made pursuant to a Retirement Savings Election of the eligible Highly Compensated Employee who has the highest deferral percentage (as defined in Section 2.1 of this Appendix) shall be reduced by the amount required to cause such eligible Highly Compensated Employee's deferral percentage to equal the next highest deferral percentage of an eligible Highly Compensated Employee.

(ii) If neither the tests is satisfied after such reduction, the contributions made pursuant to a Retirement Savings Election of the eligible Highly Compensated Employees who then have the highest deferral percentage

(including those eligible Highly Compensated Employees whose contributions were reduced under (i) above) shall be reduced by the amount required to cause such eligible Highly Compensated Employees' deferral percentage to equal the next highest deferral percentage of an eligible Highly Compensated Employee.

(iii) If neither of the tests is satisfied after such reduction, this method of reduction shall be repeated one or more additional times until one of the tests is satisfied.

2.2.3. Method of Distributing Excess Contributions. Excess contributions, plus any income and minus any loss allocable thereto, shall be distributed from the Retirement Savings Account and Employer Matching Account, if applicable, in proportion to the Participant's elective contributions and matching contributions, if applicable, (as defined in section 401(m)(4)(A) of the Code which meet the requirements of sections 401(k)(2)(B) and 401(k)(2)(C) of the Code) for the Plan Year. The amount of excess contributions to be distributed on behalf of each eligible Highly Compensated Employee for the Plan Year shall be equal to the amount of reduction determined as follows:

(a) The contributions made pursuant to a Retirement Savings Election of the eligible Highly Compensated Employee who has the highest dollar amount of such contributions shall be reduced by the amount required to cause such eligible Highly Compensated Employee's contributions to equal the next highest dollar amount contributed by eligible Highly Compensated Employees (and the amount credited pursuant to Section 3.2 of the Plan Statement, and the applicable amount, if any, credited pursuant to Section 3.3 of the Plan Statement shall be reduced accordingly).

(b) If any excess contributions remain after performing (a), then the eligible Highly Compensated Employees who have the next highest dollar amount of contributions made pursuant to a Retirement Savings Election (including those eligible Highly Compensated Employees reduced under (a) above) shall be reduced by the amount required to cause such eligible Highly Compensated Employees' contributions to equal the next highest dollar amount contributed by eligible Highly Compensated Employees (and the amount credited pursuant to Section 3.2 of the Plan Statement, and the applicable amount, if any, credited pursuant to Section 3.3 of the Plan Statement shall be reduced accordingly).

(c) If any excess contributions remain after performing (a) and (b), this method of reduction shall be repeated one or more additional times until no excess contributions remain.

Provided, however, if the total amount of reduction determined in (a), (b) and (c) would be greater than the amount of excess contributions, then the final reduction amount shall be decreased so that the total amount of reductions equals the amount of excess contributions.

2.2.4. Determination of Income or Loss. The excess contributions to be distributed to any eligible Highly Compensated Employee shall be adjusted for income or loss. Unless the Committee and the Trustee agree otherwise in writing, the income or loss allocable to excess contributions to be distributed shall be determined by multiplying the income or loss allocable to the eligible Highly Compensated Employee's elective contributions, and if used to determine an eligible Highly Compensated Employee's deferral percentage under Section 2.1 of this Appendix, matching contributions (as defined in section 401(m)(4) of the Code which meet the requirements of sections 401(k)(2)(B) and 401(k)(2)(C) of the Code) for the Plan Year by a fraction, the numerator of which is the excess contributions to be distributed to the eligible Highly Compensated Employee for the Plan Year and the denominator of which is the sum of the eligible Highly Compensated Employees's account balances attributable to elective contributions and such matching contributions on the last day of the Plan Year, without regard to any income or loss occurring during such Plan Year.

2.2.5. Orphaned Matching Contributions. If excess contributions are distributed pursuant to this Section 2.2, applicable matching contributions under Section 3.3 of the Plan Statement shall be treated as forfeitures and reallocated as provided in Section 6.2 of the Plan Statement.

2.3. Section 401(k) Curative Allocation.

2.3.1. Amount and Eligibility. If neither of the section 401(k) tests set forth in Section 2.1 of this Appendix has been satisfied and a distribution of "excess contributions" has not been made pursuant to Section 2.2 of this Appendix, then the Employer shall make a discretionary contribution for that Plan Year. Forfeitures shall not be included in this allocation. Only those Participants who were not eligible Highly Compensated Employees for that Plan Year and for whom some contribution was made pursuant to Section 3.2 of the Plan Statement for such Plan Year shall share in such allocation. This allocation shall be made first to the Participant with the least amount of compensation and then, in ascending order of compensation, to other Participants. The amount of the Employer discretionary contribution to be so allocated shall be that amount required to cause the Plan to satisfy either of the section 401(k) tests set forth in Section 2.1 of this Appendix for the Plan Year; provided, however, that in no case shall amounts be so allocated to cause a Participant's deferral percentage to exceed twenty percent (20%). Such Employer discretionary contribution shall be treated as elective contributions subject to section 1.401(k)-1(b)(5) of the Income Tax Regulations, which is incorporated herein.

2.3.2. Crediting to Account. The Employer discretionary contribution which is so allocated to a Participant shall be allocated to that Participant's Retirement Savings Account for the Plan Year with respect to which it is made and, for the purposes of Section 4, shall be credited as soon as practicable after it is received by the Trustee.

SECTION 3

SECTION 401(m) COMPLIANCE

3.1. Section 401(m) Compliance.

3.1.1. Safe Harbor Compliance. If the Plan satisfies the requirements of section 401(m)(11) of the Code for any Plan Year beginning after December 31, 1998, the provisions of this Section 3.1 of Appendix D shall not apply to the Plan for such Plan Year.

3.1.2. Special Definitions. For purposes of this Section 3, the following special definitions shall apply:

(a) An eligible employee means an individual who is eligible to receive an Employer matching contribution for any portion of the Plan Year (whether or not the individual does so).

(b) An eligible Highly Compensated Employee means an eligible employee who is a Highly Compensated Employee.

(c) Contribution percentage means the ratio (calculated separately for each eligible employee) of:

(i) the total amount, for the Plan Year, of Employer contributions credited to the eligible employee's Employer Matching Account excluding any Employer matching contributions used in determining the deferral percentage under Section 2.1.2(c)(i) of this Appendix, and including, if the Committee elects, all or a portion of the Employer contributions credited to the eligible employee's Retirement Savings Account, provided that the 401(k) compliance testing under Section 2.1 of this Appendix is satisfied both with and without exclusion of such Employer contributions, to

(ii) the eligible employee's Recognized Compensation for the portion of such Plan Year that the employee is an eligible employee.

For this purpose, Employer contributions will be considered made in the Plan Year if they are allocated as of a date during such Plan Year and are delivered to the Trustee within twelve (12) months after the end of such Plan Year.

(d) Average contribution percentage means, for a specified group of eligible employees for the Plan Year, the average of the contribution percentages for all eligible employees in such group.

3.1.3. Special Rules. For purposes of this Section 3.1, the following special rules apply:

(a) Rounding. The contribution percentage of each eligible employee and the average contribution percentage for each group of eligible employees shall be calculated to the nearest one-hundredth of one percent.

(b) Multiple Plans. In the case of an eligible Highly Compensated Employee who participates in any other plan of the Employer and Affiliates (other than an employee stock ownership plan described in sections 409(a) and 4975(e)(7) of the Code) to which Employer matching contributions are made on behalf of the eligible Highly Compensated Employee, all such Employer matching contributions, and if used to determine the contribution percentage of eligible employees, Employer contributions made pursuant to a salary reduction agreement shall be aggregated for purposes of determining the eligible Highly Compensated Employee's contribution percentage; provided, however, that such Employer contributions made under an employee stock ownership plan shall not be aggregated.

(c) Permissive Aggregation. If this Plan satisfies the requirements of sections 401(m), 401(a)(4) or 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this Section 3.1 shall be applied by determining the average contribution percentage of eligible employees as if all such plans were a single plan. Plans may be aggregated in order to satisfy section 401(m) of the Code only if they have the same Plan Year and they use the same 401(m) testing method.

3.1.4. The 401(m) Tests. Notwithstanding the foregoing provisions, at least one of the following two tests must be satisfied for each Plan Year:

Test 1: The average contribution percentage for the group of eligible Highly Compensated Employees for the current Plan Year is not more than the average contribution percentage of all other eligible employees for the current Plan Year multiplied by one and twenty-five hundredths (1.25).

Test 2: The excess of the average contribution percentage for the group of eligible Highly Compensated Employees for the current Plan Year over the average contribution

percentage of all other eligible employees for the current Plan Year is not more than two (2) percentage points, and the average contribution percentage for the group of eligible Highly Compensated Employees for the current Plan Year is not more than the average contribution percentage of all other eligible employees for the current Plan Year multiplied by two (2).

The Committee may, however, elect in accordance with further guidance issued by the Secretary of the Treasury to substitute the average contribution percentage of all other eligible employees for the preceding Plan Year for the average contribution percentage of all other eligible employees for the current Plan Year in Tests 1 and 2 above. Any election made by the Committee to use the average contribution percentage of all other eligible employees for the preceding Plan Year in Tests 1 and 2 above may only be changed in the manner prescribed by the Secretary of the Treasury.

To the extent prescribed under regulations issued by the Secretary of the Treasury, for a Plan Year in which Test 1 is not satisfied for the section 401(k) test in Section 2.1 of this Appendix, nor is Test 1 satisfied for the 401(m) test in this Section 3.1, the sum of the actual deferral percentage and the average contribution percentage of the eligible Highly Compensated Employees must not exceed the "aggregate limit" defined below.

"Aggregate limit" shall mean the greater of (a) or (b):

(a) The sum of:

(i) 125 percent of the greater of the average deferral percentage or the average contribution percentage of eligible non-Highly Compensated Employees for the Plan Year, plus

(ii) two percentage points plus the lesser of the average deferral percentage or the average contribution percentage of eligible non-Highly Compensated Employees for the Plan Year (in no event, however, shall this amount exceed two times the lesser of such average deferral percentage or such average contribution percentage), or

(b) The sum of:

(i) 125 percent of the lesser of the average deferral percentage or the average contribution percentage of eligible non-Highly Compensated Employees for the Plan Year, plus

(ii) two percentage points plus the greater of the average deferral percentage or the average contribution percentage of eligible non-Highly

Compensated Employees for the Plan Year (in no event, however, shall this amount exceed two times the greater of such average deferral percentage or such average contribution percentage).

3.1.5. Preventative Action Prior to Plan Year End. If the Committee determines that neither of the tests described in Section 3.1.4 will be satisfied (or may not be satisfied) for a Plan Year, then during such Plan Year, the Committee may from time to time establish (and modify) maximums for Employer matching contributions of eligible Highly Compensated Employees that are less than the contributions which would otherwise be permitted or provided. No Employer matching contributions shall be made in excess of such maximums after the date such maximums are effective. The Committee shall prescribe rules concerning such modifications, including the frequency of applying the tests designed in Section 3.1.4 and the commencement and termination dates for any modifications.

3.2. Distribution of Excess Aggregate Contributions.

3.2.1. In General. Notwithstanding any other provision of the Plan Statement, excess aggregate contributions, plus any income and minus any loss allocable thereto, shall be distributed no later than the last day of the following Plan Year to eligible Highly Compensated Employees as determined in this Section.

3.2.2. Determining Excess Aggregate Contributions. For purposes of this Section, excess aggregate contributions shall mean, with respect to any Plan Year, the excess of:

(a) the aggregate amount of contributions taken into account in computing the average contribution percentage of eligible Highly Compensated Employees for such Plan Year, over

(b) the maximum amount of such contributions permitted by the section 401(m) tests described in Section 3.1 of this Appendix. Such maximum amount of contributions shall be determined by reducing (not distributing) eligible Highly Compensated Employees' contributions as follows:

(i) The Employer matching contributions for the eligible Highly Compensated Employee who has the highest contribution percentage shall be reduced by the amount required to cause such eligible Highly Compensated Employee's contribution percentage to equal the next highest contribution percentage of an eligible Highly Compensated Employee.

(ii) If neither of the tests is satisfied after such reduction, the Employer matching contributions for eligible Highly Compensated Employees who then have the highest contribution percentage (including those reduced

under (i) above) shall be reduced by the amount required to cause such eligible Highly Compensated Employees' contribution percentage to equal the next highest contribution percentage of an eligible Highly Compensated Employee.

(iii) If neither of the tests is satisfied after such reductions, this method of reduction shall be repeated one or more additional times until one of the tests is satisfied.

3.2.3. Distribution of Excess Aggregate Contributions. Excess aggregate contributions, plus any income and minus any loss allocable thereto, shall be distributed from the Participant's Employer Matching Account (and, if applicable, the Participant's Retirement Savings Account in proportion to the Participant's Employer matching contributions, and if used to determine the contribution percentage under Section 3.1 of this Appendix, elective contributions for the Plan Year. The amount of excess aggregate contributions to be distributed on behalf of each eligible Highly Compensated Employee for the Plan Year shall be equal to the amount of reduction determined as follows:

(a) The Employer matching contributions of the eligible Highly Compensated Employee who has the highest dollar amount of such contributions shall be reduced by the amount required to cause such eligible Highly Compensated Employee's contributions to equal the next highest dollar amount received by eligible Highly Compensated Employees.

(b) If any excess aggregate contributions remain after performing (a), then the eligible Highly Compensated Employees who have the next highest dollar amount of Employer matching contributions (including those reduced under (a) above) shall be reduced by the amount required to cause such eligible Highly Compensated Employees' contributions to equal the next highest dollar amount received by eligible Highly Compensated Employees.

(c) If any excess aggregate contributions remain after performing (a) and (b), this method of reduction shall be repeated one or more additional times until no excess aggregate contributions remain.

Provided, however, if the total amount of reduction determined in (a) through (c) would be greater than the amount of excess aggregate contributions, then the final reduction amount shall be decreased so that the total amount of reductions equals the amount of excess aggregate contributions.

3.2.4. Determination of Income or Loss. The excess aggregate contributions to be distributed to any eligible Highly Compensated Employee shall be adjusted for income or loss. Unless the Committee and the Trustee agree otherwise in writing, the income or loss allocable to excess aggregate

contributions to be distributed shall be determined by multiplying the income or loss allocable to the eligible Highly Compensated Employee's Employer matching contributions (to the extent used to determine the eligible Highly Compensated Employee's contribution percentage under Section 3.1 of this Appendix), and if used to determine an eligible Highly Compensated Employee's contribution percentage under Section 3.1 of this Appendix, elective contributions for the Plan Year by a fraction, the numerator of which is the excess aggregate contributions to be distributed to the eligible Highly Compensated Employee for the Plan Year and the denominator of which is the sum of the eligible Highly Compensated Employees's account balances attributable to Employer matching contributions and such elective contributions on the last day of the Plan Year, without regard to any income or loss occurring during such Plan Year.

3.2.5. Orphaned Matching Contributions. If elective contributions treated as excess aggregate contributions are distributed pursuant to this Section 3.2, applicable matching contributions under Section 3.3 of the Plan Statement shall be treated as forfeitures and reallocated as provided in Section 6.2.

3.3. Section 401(m) Curative Allocation.

3.3.1. Amount and Eligibility. If neither of the section 401(m) tests set forth in Section 3.1 of this Appendix has been satisfied and a distribution of "excess aggregate contributions" has not been made pursuant to Section 3.2 of this Appendix, then the Employer shall make an additional matching contribution for that Plan Year. Forfeitures shall not be included in this allocation. Only those Participants who were not eligible Highly Compensated Employees for that Plan Year and who were entitled to receive an Employer matching contribution shall share in such allocation. This allocation shall be made first to the Participant with the least amount of compensation and then, in ascending order of compensation, to other Participants. The amount of the Employer matching contribution to be so allocated shall be that amount required to cause the Plan to satisfy either of the section 401(m) tests set forth in Section 3.1 of this Appendix for the Plan Year.

3.3.2. Crediting to Account. The Employer matching contribution which is so allocated to a Participant shall be allocated to that Participant's Employer Matching Account for the Plan Year with respect to which it is made and, for the purposes of Section 4, shall be credited as soon as practicable after it is received by the Trustee.

SECTION 4

SEPARATE TESTING FOR EARLY ENTRY

4.1. Disaggregation for Compliance Testing Purposes. Pursuant to section 410(b)(4)(B) of the Code, the Employer shall apply section 410(b) of the Code separately to (a) the portion of the Plan (the "Early Entry Plan") that benefits only employees who satisfy age and service conditions under the Plan that

are lower than the greatest minimum age and service conditions permitted under Code section 410(a), and (b) the remaining portion of the Plan (the "Safe Harbor Plan"). The Plan shall be treated as two separate plans (the Early Entry Plan and the Safe Harbor Plan) for purposes of Code section 401(k). The safe harbor requirements of Code section 401(k)(12) will be satisfied only with respect to the Safe Harbor Plan.

4.1.1. Early Entry Plan. Eligible employees who have not satisfied the Eligibility Service requirements under Section 2.2 of the Plan Statement and who have not become Participants as to Employer matching contributions shall be included in the Early Entry Plan. The provisions of Section 2.1 of Appendix D shall apply to the Early Entry Plan. An eligible employee shall cease to be a Participant in the Early Entry Plan as of the quarterly date the eligible employee becomes a Participant as to Employer matching contributions under Section 2.2 of the Plan Statement. Each eligible employee's deferral percentage under Section 2.1.2(c) of this Appendix D shall be calculated based on Employer contributions credited to the eligible employee's Retirement Savings Account and Recognized Compensation earned for that portion of the Plan Year in which such eligible employee is a Participant in the Early Entry Plan.

4.1.2. Safe Harbor Plan. Eligible employees who satisfy the Eligibility Service requirements under Section 2.2 of the Plan Statement and who become Participants as to Employer matching contributions shall be included in the Safe Harbor Plan. If the Safe Harbor Plan satisfies the requirements of section 401(k)(12) of the Code for a Plan Year, the provisions of Section 2.1 of Appendix D shall not apply to the Safe Harbor Plan for such Plan Year.

4.2. Highly Compensated Employees. Employer contributions made on behalf of a Highly Compensated Employee who is a Participant under both the Early Entry Plan and the Safe Harbor Plan during a Plan Year, but who is not simultaneously a Participant under both such Plans, shall not be aggregated and treated as made under one arrangement under section 1.401(k)-1(g)(1)(ii)(B) of the income tax regulations.

EXHIBIT 10.7

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into in Chanhassen, Minnesota this 1st day of January, 1999 (the "Effective Date"), by and between DELMER JENSEN ("Jensen") and EMPAK, INC., a Minnesota corporation ("Empak").

Recitals

WHEREAS, Jensen has served in various capacities on behalf of Empak and, in connection therewith, has made invaluable contributions to Empak's continued success; and

WHEREAS, Jensen is currently employed by Empak as its Chief Executive Officer and serves as the chairman of the Board of Directors; and

WHEREAS, Empak desires to retain the services of Jensen through December 31, 2002; and

WHEREAS, Empak desires to assure the full time services of Jensen for a minimum of six months from the Effective Date and to induce Jensen to extend the period of full time service beyond six (6) months from the Effective Date; and

WHEREAS, Jensen wishes to be assured that his family will be entitled to a minimum period of continued compensation in the event of his death; and

WHEREAS, it is in the best interests of Empak and Jensen to enter into a contract of employment under the terms and conditions stated hereunder.

Agreement

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, it is hereby agreed:

1) Employment - Empak agrees that it shall employ Jensen to provide such time, energy and attention as may be reasonably required under the terms of this Agreement to perform those duties as may be assigned to him from time to time by the Board of Directors of Empak. Jensen hereby accepts employment upon the terms and conditions hereinafter set forth. In performance of his duties hereunder, Jensen agrees to comply with such reasonable rules, regulations and policies, consistent with Jensen's obligations, as Empak may from time to time adopt.

2) Term - Empak agrees that, beginning on the Effective Date, it shall employ Jensen for a forty-eight (48) month term ending on December 31, 2002, unless this Agreement is terminated earlier as

provided in Section 8 herein (the "Term"). During the first six (6) month period of this Agreement, Jensen shall be employed on a full time basis devoting substantially all of his time and effort to the interests of Empak. Thereafter, subject to Jensen's election to exercise his right to extend full time employment under Section 3 (c) beyond the first six (6) months, Jensen shall be available on an as needed/part time basis to a maximum of seventy (70) hours per month to render such services as may be directed, from time to time, by the Board of Directors of Empak.

3) Consideration -

(a) Signing Bonus - As consideration for entering into this Agreement, Jensen shall receive a one-time bonus equal to Seventy-five Thousand Dollars ($75,000) ("Signing Bonus").

(b) Salary - Subject to the provisions of Section 8 hereof, Empak agrees to pay Jensen the sum of Two Hundred Fifty Thousand Dollars ($250,000) per annum during the first two (2) years. Beginning on January 1, 2001 and for the remainder of the term, Empak agrees to pay Jensen the sum of One Hundred Twenty-five Thousand Dollars ($125,000) per annum. The salary consideration specified herein is payable without regard to whether Jensen elects to extend his period of full time service beyond the first six (6) months. Jensen shall be paid in accordance with Empak's general payroll practices for executive employees.

(c) Extension of Full Time Service - In consideration for exercising his right to extend the period of full time service beyond the first six (6) months after the Effective Date, Jensen shall receive extension bonus(es) according to the following schedule:

(1) First Optional Period - In consideration for extending the period of full time employment from July 1, 1999 to December 31, 1999, Jensen shall receive an extension bonus equal to Fifty Thousand Dollars ($50,000) ("First Extension Bonus").

(2) Second Optional Period - In consideration for extending the period of full - time employment from January 1, 2000 to June 30, 2000, Jensen shall receive an Extension Bonus equal to Fifty Thousand Dollars ($50,000) ("Second Extension Bonus").

Upon exercising his rights to extend the period of full time service under Subsection 3(c), Jensen shall become obligated to devote substantially all of his time and effort to the interests of Empak for the remainder of the respective Optional Period.

4) Salary Continuation in the Event of Death -

In the event of Jensen's death during the first two years of this Agreement, Empak shall provide a death benefit to Jensen's heirs, executors or administrators equal to the gross amount of two (2) years' compensation.

5) Other Benefits -

(a) Expenses - During the Term of this Agreement, Empak shall reimburse Jensen for all reasonable expenses incurred on behalf of Empak upon presentation of adequate documentation. Reimbursement shall coincide with payment of Jensen's compensation.

(b) Vacation - During the Term of this Agreement, Jensen shall be entitled to annual vacation without reduction in salary commensurate with Empak's executive compensation guidelines.

(c) Fringe Benefits - During the Term of this Agreement and subject to the provisions of Section 8 herein, Jensen shall be entitled to participate in fringe benefit programs provided by Empak for its employees. Empak shall be under no contractual obligation to maintain and continue any fringe benefit programs once established. Fringe benefits may include, but shall not be limited to, pension and/or profit sharing plans, health, disability and group life insurance programs.

(d) Automobile - During the Term of this Agreement, Jensen shall be entitled to the full time use of a company car similar in kind and quality to the BMW 740 currently assigned and in use. Jensen's use of a company car shall be subject to Empak's Auto Allowance Guideline, as amended from time to time. In the event of Jensen's death, Disability or upon termination of this Agreement, the company car then in use and assigned to Jensen at the time of such event shall be transferred and assigned, for no consideration, to Jensen or his heirs or executors as they may direct.

6) Duty Not to Disclose - Jensen shall not, during the Term of this Agreement or after employment with Empak, disclose to any other person, firm or corporation or in any way use for his benefit, or to the detriment of Empak, any information or knowledge obtained during the course of his employment with Empak, except as required in the conduct of Empak's business or as authorized in writing by Empak. Jensen shall not, either during the Term of this Agreement or after termination of his employment, disturb, hire, entice or in any other way persuade or attempt to persuade any employee, dealer, supplier, customer or subcontractor of Empak to discontinue his, her or its relationship with Empak.

7) Property of Empak - All memoranda, notes, records, papers and other documents and all copies thereof relating to Empak's operation of its business and all objects related thereto shall remain the property of Empak including, but not limited to, those developed, investigated or considered by Empak. Jensen shall not copy or duplicate any of the aforementioned documents or objects nor use any information

confirmed therewith, except for Empak's benefit, either during the Term of this Agreement or after his employment.

8) Termination - In addition to the expiration of the Term specified in Section 3, this Agreement shall terminate:

(a) If Jensen resigns from Empak, such termination shall be effective thirty (30) days after written notice is provided to Empak; or

(b) Effective immediately upon notice by Empak, if any of the following occurs:

(i) Jensen's theft of Company property or Jensen's dishonesty;

(ii) Jensen's material violation of Empak's rules, regulations or policies;

(iii) Jensen's commission of a crime or other act which would materially damage the reputation of Empak; or

(iv) Jensen's material violation of this Agreement.

Upon termination of Jensen's employment under this Section 8: (i) Jensen shall be entitled to receive all compensation earned under this Agreement to the date of termination, and thereafter Jensen shall have no right to receive any compensation hereunder; and (ii) Jensen shall surrender to Empak the automobile referenced in Section 5.

9) Jensen's Obligations Upon Termination - Upon termination of this Agreement for cause or otherwise, Jensen shall immediately:

(a) Discontinue the servicing of any of Empak's customers, and the use of any property, facilities and services provided by Empak;

(b) Discontinue the use of any and all customer lists or contacts, unless a written agreement thereon provides otherwise;

(c) Return to Empak equipment, lists and other documents, and property of Empak; and

(d) Discontinue further representation of himself as an agent, employee or other personin connection with Empak.

10) Assignment - This Agreement shall be personal to Jensen and shall not be assignable by him. Empak may transfer or assign this Agreement or any of it rights or obligations hereunder with or without notice to Jensen.

11) Law Governing - This Agreement shall be construed and governed in accordance with the substantive laws (but not the laws of conflict) of the State of Minnesota.

12) Arbitration - Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, to be conducted in Minneapolis, Minnesota before a single arbitrator, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

13) Entire Agreement - This Agreement contains the entire agreement between the parties related to the subject matter hereof and no amendments hereto shall be valid unless made in writing and signed by the parties hereto. There is merged herewith all prior and collateral representations, promises and conditions concerning Jensen and Empak. This Agreement supersedes and nullifies any preexisting agreements or arrangements between the parties relating to the subject matter of this Agreement.

14) Severable - In the event any portion of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

15) Captions - Article, paragraph or section titles or other headings contained in this Agreement are for convenience only and shall not be deemed a part of the context of this Agreement.

16) Binding Effect - This Agreement shall be binding upon and inure to the benefit of all of the parties hereto, their heirs, executors, administrators, permitted assigns and successors in interest.

17) Notices - Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail to Jensen's residence or to the principal office of Empak, whichever shall be applicable.

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

Empak, Inc.

By: /s/ Delmer Jensen

Its: Director

Delmer Jensen

EXHIBIT 10.8

LEASE AGREEMENT

THIS LEASE is made this 15th day of June, 1993, by and between FLENINGE PARTNERSHIP, a Minnesota general partnership (hereinafter "Landlord"), and EMPAK, INC., a Minnesota corporation (hereinafter "Tenant").

Landlord and Tenant, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1.
LEASED PREMISES

Landlord does hereby lease, demise and let unto Tenant, and Tenant does hereby hire and take from Landlord, upon the terms and conditions set forth herein (the Lease) that certain parcel of real property situated in the City of Chanhassen, County of Carver, State of Minnesota, legally described as follows:

Lot 008, Block 005 and Lot 009, Block 005, Chanhassen Lakes Business Park

(the Land), subject to all easements and rights-of-way of record, together with all structures thereon and all appurtenances thereto (the Improvements), all of which Land and Improvements are hereinafter referred to as the "Leased Premises."

ARTICLE 2.
TERM

The term of this lease shall commence the 1st day of September, 1993, and shall terminate the 31st day of August, 2001, unless sooner terminated as provided herein.

ARTICLE 3.
RENT

Tenant shall pay to Landlord as the annual "Base Rent" the sum of Three and 80/100 Dollars ($3.80) per square foot based on the total usable square footage of the Leased Premises which is determined to be Sixty Thousand (60,000) square feet, for a total annual rental rate of Two Hundred Twenty-Eight Thousand and No/100 Dollars ($228,000.00) per year and Nineteen Thousand and No/100 Dollars ($19,000.00) per month. Effective January 1, 1994, and the first day of every third (3rd) January thereafter during the term of this lease, the Base Rent shall be increased by an amount equal to eighty percent (80%) the increase in the Consumer Price Index -United States City Average, All Urban Consumers, as published by the Bureau of Labor Statistics, based upon the 1982/1984 base index for (i) the preceding 12-month period with respect to the increase on January 1, 1994; and (ii) the preceding 36-month period for all subsequent rent increases. The Base Rent shall be payable in equal monthly installments and shall be payable in advance on or before the first (1st) day of each and every month.

ARTICLE 4.
NET LEASE

4.1) It is the intention and purpose of the parties hereto that the Lease shall be a "Net Lease" to Landlord. All costs and expenses of whatever character or kind, general and special, ordinary and extraordinary, foreseeable or unforeseeable, and of every kind and nature whatsoever that may be necessary in or about the operation of the Leased Premises, including all hazard and liability insurance, taxes, special assessments, utilities, maintenance and repairs, except as otherwise expressly provided herein, shall be paid by Tenant as "Additional Rent" hereunder.

4.2) Except as otherwise expressly provided herein, Tenant covenants and agrees that if at any time it fails to pay any amount required by the Lease, or to obtain, pay for, maintain or deliver any of the insurance policies herein provided for, or fails to make any other payment or perform any other act required to be made or performed by the Lease, then Landlord, without notice to or demand upon Tenant, without waiving or releasing Tenant from any obligation of Tenant contained in the Lease, and without any obligation to do so, may effect any such insurance coverage and pay premiums therefor and may make any other payment or perform any other act on the part of Tenant to be made and performed as provided in the Lease and in exercising such right to pay necessary and incidental costs and expenses. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with performance of any such act by Landlord, together with interest thereon at a rate of eighteen percent (18%) per annum from the date of making of such expenditure by Landlord, shall be payable to Landlord as Additional Rent, and except as otherwise provided for in the Lease, shall be payable on demand or at the option of Landlord may be added to any monthly rental then due or thereafter becoming due under the Lease. Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord shall have (in addition to any right or remedy of Landlord) the same rights and remedies in the event of nonpayment by Tenant as in the case of default by Tenant in payment of rent.

ARTICLE 5.
TAXES AND ASSESSMENTS

5.1) Tenant, in addition to the Base Rent and Additional Rent provided for herein, shall pay to the public authorities charged with collection thereof, promptly as the same may be due and payable, all real property taxes, installments of special assessments and improvements (Impositions) which are due and payable during tho term of this lease. Impositions payable in the first and last calendar year of the lease term shall be equitably prorated based upon the portion of the year included in the lease term. If Tenant shall default in the payment of any Imposition required to be herein, Landlord shall have the right to pay the same, together with any penalties and/or interest, in which event the amount so paid by Landlord shall be paid by Tenant to Landlord on demand, together with interest thereon at a rate of

Eighteen Percent (18%) per annum from the date making such expenditure by Landlord. Tenant shall pay all personal property and similar taxes on its property in the Leased Premises.

5.2) Tenant shall have the right to contest or appeal any imposition in Tenant's or Landlord's name, at Tenant's sole cost and expense. If nonpayment of the Imposition creates a lien upon the Leased Premises, Landlord may, at its option, request Tenant to deposit with it an amount equal to one hundred ten percent (110%) of the contested and unpaid Imposition. Such amount shall be returned to Tenant upon the successful appeal of the Imposition or upon payment of it. Tenant shall give Landlord written notice of Tenant's intention to contest or appeal any Imposition at least twenty (20) days prior to the delinquency thereof. Tenant shall hold Landlord harmless against all loss, cost, expense, attorneys' fees or damages resulting from such contest or appeal.

5.3) Tenant shall pay directly to the appropriate governmental authorities, as Additional Rent hereunder, before any fine, penalty, interest or costs may be added thereto for the nonpayment thereof, any tax or excise imposed or assessed on rent, on any leasehold interest, any right of occupancy, any investment of Tenant in the Leased Premises, any personal property of any kind owned, installed or used by Tenant, including Tenant's leasehold improvements, any privilege tax, sales tax, gross proceeds tax, etc., however described, by any federal, state, county or municipal governmental authority or any subdivision thereof or other governmental authority.

ARTICLE 6.
UTILITIES

Tenant shall directly pay or cause to be paid, as Additional Rent hereunder, all charges for sewer and water services, gas, electricity, light, heat, air conditioning, power, telephone or other services or utility used, rendered or supplied upon or in connection with the Leased Premises (the Utilities) during the Term hereof. Tenant shall contract for the Utilities in Tenant's own name and shall hold Landlord harmless from any liability or expense for any such charge. Upon Landlord's request, Tenant shall furnish to Landlord paid statements, invoices or cancelled checks evidencing the payment of all obligations undertaken by Tenant hereunder.

ARTICLE 7.
REPAIRS, MAINTENANCE AND ALTERATIONS

7.1) Tenant shall, during the Term of the Lease and at Tenant's expense, keep the leased Premises and appurtenances and every part thereof in good order, condition and repair, including, without limitation, all Improvements (including foundations, walls and roof) the sidewalks, entrances, passages, courts, vestibules, stairways, corridors, halls, elevators, air conditioning equipment, heating equipment, water system, toilet facilities and all other machinery and equipment in the Improvements. Tenant shall make all repairs to the exterior of the Improvements and shall keep and maintain all landscaped areas in a neat, orderly and trim condition at its expense. If Tenant does not keep and

maintain the Leased premises as herein provided, Landlord may, but shall not be obligated to, make such repairs and replacements, and Tenant shall pay Landlord, as Additional Rent, the cost thereof forthwith upon being billed for the same. All damage or injury to the Leased premises and to its fixtures, appurtenances, and equipment caused by Tenant moving property in or out of the Leased Premises or by installation, removal of furniture, fixtures, equipment or other property by Tenant, its agents, contractors, servants or employees, or resulting from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct or other causes of Tenant, its servants, employees, agents, visitors or licensees, shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. If Tenant fails to make such repairs, restorations or replacements, the same may be made by Landlord and the same shall be at the expense of Tenant and collectible as Additional Rent or otherwise, and shall be paid by Tenant to Landlord within five (5) days after rendition of a bill or statement therefor.

7.2) Except as otherwise provided herein, no improvements, alterations or replacements shall be made to the Leased Premises or any portion thereof without the prior written consent of Landlord.

7.3) Tenant shall not suffer or permit any statements of mechanic's liens to be filed against the Leased Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Leased Premises or any part thereof through or under Tenant. If any such statement of mechanic's lien shall at any time be filed against the Leased Premises, Tenant shall cause the same to be discharged of record within sixty (60) days after the date of actual notice to Tenant of filing the same. If Tenant shall fail to discharge such mechanic's lien within such period or fail to deposit an amount equal to one hundred ten percent (110%) of the amount claimed with the court within such period, then in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is, or may be, prescribed by law. Any amount paid by Landlord for any of the aforesaid purposes, and all reasonable other expenses of Landlord, including reasonable attorneys' fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, with interest thereon at the rate of eight percent (8%) per annum from the date of payment, shall be repaid by Tenant to Landlord on demand, and if unpaid may be treated as Additional Rent. Nothing herein contained shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanic's lien law.

ARTICLE 8.
INSURANCE

8.1) Tenant shall, as Additional Rent hereunder and at Tenant's sole cost and expense, keep the Leased Promises, including all buildings, improvements, furniture and equipment on, in or appurtenant thereto at the commencement of the Term and thereafter erected thereon or therein,

including all alterations, rebuildings, replacements, changes, additions and improvements, fully insured for the mutual benefit of Landlord and Tenant, as their interests may appear, as named insureds (a) against lost or damage by fire and (b) against those perils included from time to time in the standard form of extended coverage insurance endorsement, including but without limiting the generality at the foregoing, wind storm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, and smoke damage.

8.2) All policies of insurance relating to fire and extended coverage shall provide that the proceeds thereof shall be payable to Landlord, and if Landlord requires, shall also be payable to the holder of any mortgage now or hereafter becoming a lien on the fee of the Leased Premises, or any part thereof, as the interest of such holder appears, pursuant to a standard mortgagee clause. All such policies of insurance shall provide that any loss shall be payable to Landlord notwithstanding any act or omission of Tenant which might otherwise result in a forfeiture or reduction of said insurance.

8.3) Tenant shall also, as Additional Rent hereunder and at Tenant's sole cost and expense, but for the mutual benefit of Landlord and Tenant, as named insureds, maintain during the Term of the Lease (a) general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Leased Premises, and on, in or about the adjoining lands, streets and passageways, such insurance to afford protection to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) in respect to injury or death to a single person, and to the limit of not less than Two Million and no/100 Dollars ($2,000,000.00) in respect to any one (1) accident and to the limit of not less than Five Hundred Thousand and no/100 Dollars ($500,000.00) in respect to any property damage; (b) steam boiler insurance on all steam boilers, pressure boilers or other such apparatus as Landlord may deem necessary to be covered by such insurance and in such amount or amounts as Landlord may from time to time reasonably require.

8.4) All policies of insurance shall be written by companies satisfactory to Landlord, and shall be written in such form and shall be distributed in such companies as shall be reasonably acceptable to landlord. Such policies shall be delivered to Landlord endorsed `premium paid' by the company or agency issuing the same or accompanied by other evidence satisfactory to Landlord that the premiums thereon have been paid, not less than ten (10) days prior to the expiration of any then current policy.

8.5) Landlord agrees that such policy or policies may contain a waiver of subrogation clause as to Tenant. Provided the aforesaid fire and extended coverage insurance is in full force and effect and remains so, Landlord waives, releases and discharges Tenant from all claims or demands whatsoever which Landlord may have or acquire in the future arising out of damage to or destruction of the Leased Premises by fire or extended coverage risk, whether such claim or demand may arise because of the negligence of Tenant, its agents or employees or otherwise, and Landlord agrees to look only to the insurance coverage in the event of such loss.

8.6) Tenant shall insure the contents of the Improvements owned by Tenant, for the benefit of Tenant, against loss or damage by fire, windstorm, or other casualty for such amount as Tenant may desire, and Tenant agrees that such policies shall contain a waiver of subrogation clause as to Landlord. Tenant waives, releases and discharges Landlord from all claims or demands whatsoever which Tenant may have or acquire by fire or extended coverage risk, whether such claim or demand may arise because of the negligence of Landlord, its agents or employees or otherwise, and Tenant agrees to look to insurance coverage only in the event of such loss.

ARTICLE 9.
QUIET ENJOYMENT

Landlord represents and warrants that it is the lawful owner of the Leased Premises; that it has the full right and power to make the Lease; that if and so long as Tenant shall not be in default hereunder, Tenant shall quietly hold, occupy and enjoy the Leased Premises during all of the Term of the Lease.

ARTICLE 10.
DESTRUCTION BY FIRE

10.1) Subject to the provisions of Article 10.4, if the Improvements, or any portion thereof, are damaged or destroyed by fire or other casualty, however or by whomever caused, Landlord shall repair, rebuild and restore the same with due diligence and dispatch (subject to the approval of the holders of any mortgages on the Property) so that the Improvements will be restored to at least the same good order and condition as existed prior to damage or destruction. If more than twenty-five percent (25%) of the Leased Premises is damaged or destroyed by fire or other casualty, Landlord shall have the option, in its sole discretion, to decline to rebuild the Leased Premises. If Landlord so declines, this Lease shall terminate as of the date of such damage or destruction. If such damage renders only part of the Leased Premises unfit for Tenant's normal business purposes, Base Rent and any additional rent shall remain unabated.

10.2) Tenant will repair and replace all improvements and betterments placed upon the Leased Premises by it, and such repair and replacement shall be made at its own expense and not at the expense of Landlord.

10.3) If Landlord and Tenant cannot mutually agree on whether the Leased Premises is fit for Tenant's normal business purposes, such question shall be submitted to arbitration as provided in Article 12 hereof.

10.4) If the Leased Premises, or any part thereof, is damaged or destroyed by the willful or negligent conduct of Tenant or its agents, employees or independent contractors, Tenant shall promptly repair such damage or replace such improvement so destroyed; provided that if such damage or

destruction is caused by negligence and is or would be covered by the insurance required to be procured and maintained by the terms of Article 8 then, to the extent that the cost of repairing or replacing such damage or destruction does not exceed the amounts of such insurance, Tenant shall be relieved from such obligation to repair or replace. Base Rent and Additional Rent shall not be abated as a result of willful conduct of Tenant or its agents, employees or independent contractors which result in or cause such damage or destruction.

ARTICLE 11.
CONDEMNATION

11.1) If during the Term of the Lease the entire Leased Premises shall be taken as a result of the power of eminent domain, condemnation proceedings or other like proceedings (the Proceedings), the Lease and all right, title and interest of Tenant hereunder shall cease and come to an end on the date of taking of possession pursuant to the Proceedings. Landlord shall be entitled to and shall receive the total award made in the Proceedings. Tenant hereby assigns any interest in any such award to Landlord.

11.2) If during the Term less than the entire Leased Premises, but twenty-five percent (25%) or more of the Improvements (calculated by the number of square feet of floor space) or fifty percent (50%) or more of the Land shall be taken by the Proceedings, the Lease shall, upon taking of possession pursuant the Proceedings, terminate as to the portion of the Land and Improvements so taken, and Tenant may terminate the Lease as to the remainder of the Leased Premises. Such termination as to the remainder of the Leased Premises shall be effected by a notice to Landlord in writing given not more than sixty (60) days after the date of taking of possession pursuant to such Proceedings, and shall specify a date not more than sixty (60) days after the giving of such notice as the date of such termination. Upon the date specified in such notice, the Term and all right, title and interest of Tenant hereunder shall cease and come to an end. If Tenant elects not to terminate the Lease, the Lease shall continue in full force and effect, but the Base Rent shall be reduced pro rata in accordance with the percentage of value of the Leased Premises so taken compared with the total value of the Leased Premises immediately prior to said taking. Nothing herein contained shall affect Tenant's obligation to pay in full the Additional Rent. Landlord shall, however, at Landlord's sole cost and expense, restore that portion of the Leased Premises not so taken to a complete architectural unit for the use and occupancy of Tenant. The Lease shall continue in full force and effect, but the Base Rent shall be reduced pro rata as aforesaid.

ARTICLE 12.
ASSIGNMENT AND SUBLETTING

12.1) Tenant shall have the full right to assign, transfer or sublease its rights under this Lease Agreement, with the prior written consent of Landlord, which consent shall not be unreasonably

withheld. No such assignment, transfer or subleasing shall relieve Tenant from any of its obligations contained in this Lease Agreement.

ARTICLE 13.
DEFAULTS OF TENANT

13.1) If during the Term of the Lease (a) Tenant shall make an assignment for the benefit of creditors, or (b) a voluntary petition be filed by Tenant under the Bankruptcy Act of the United States or any state statute similar thereto, or Tenant be adjudged insolvent or a bankrupt pursuant to an involuntary petition, or (c) a receiver or trustee be appointed for the property of Tenant by reason of insolvency of Tenant, or (d) any department of the state or federal government, or any officer thereof duly authorized, shall take possession of the business or property of Tenant by reason of the insolvency of the Tenant, or (e) if, under Chapter XI of the Bankruptcy Act, Tenant continues in possession without the appointment of a receiver or trustee, or (f) Tenant is the subject of any petition or proceeding related to relief from creditors, the Lease shall, upon the happening of any of said contingencies and at Landlord's option, be terminated and the same shall expire as fully and completely as if the day of the happening of such contingency were the date herein specifically fixed for the expiration of the Term, and Tenant will then quit and surrender the Leased Premises, but Tenant shall remain liable as hereinafter provided.

13.2) If during the Term of the Lease Tenant shall default in fulfilling any of the covenants of the Lease (other than the covenants for the payment of Base Rent or Additional Rent), Landlord may give Tenant notice of any default or of the happening of any contingency referred to in this paragraph, and if at the expiration of thirty (30) days after the service of such notice the default or contingency upon which said notice was based shall continue to exist, or in the case of a default or contingency which cannot with due diligence be cured within a period of thirty (30) days, if Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence, Landlord, at its option, may terminate the Lease, and upon such termination, Tenant will quit and surrender the Leased Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

13.3) If Tenant shall default in the payment of the Base Rent expressly reserved hereunder, or any part of the same, and such default shall continue for fifteen (15) days after notice thereof by Landlord, or such default in the payment of any item of Additional Rent to be paid by Tenant hereunder, or any part of the same, and such default shall continue for thirty (30) days after notice thereof by Landlord, or if the Lease shall expire as provided in Paragraphs 13.1 or 13.2 of this Article, Landlord or Landlord's agents and servants may immediately or at any time thereafter re-enter the Leased Premises and remove all persons and any or all property therefrom, either by summary dispossession proceedings or by any suitable action or proceedings at law or by force or otherwise and repossess and enjoy said Leased Premises, together with all additions, alterations and improvements, without re-entry and repossession working forfeiture or waiver of the rents to be paid and the

covenants to be performed by Tenant during the Term hereof. Upon the expiration of the Term of the Lease by reason of any of the events described in Paragraphs 13.1 or 13.2, or in the event of termination of the Lease by summary dispossession proceedings or under any provision of law now or hereafter in force by reason of or based upon or arising out of a default under or a breach of the Lease on the part of Tenant (except where such breach or default is determined by a court of competent jurisdiction to be justified because of Landlord's acts or omissions), or upon Landlord recovering possession of the Leased Premises in the manner or in any of the circumstances whatsoever, whether with or without legal proceedings, by reason of or based upon or arising out of a default under or a breach of the Lease on the part of Tenant, Landlord may, at its option, at any time and from time to time, relet the Leased Premises, or any part thereof, for the account of Tenant or otherwise, and receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have incurred in recovering possession of the Leased Premises, including legal expenses and attorneys' fees, and for putting the same into good order or condition or preparing or altering the same for re-rental and all other expenses, commissions and charges paid, assumed, or incurred by Landlord in reletting the Leased Premises and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided for may be for the remainder of the Term of the Lease as originally granted or for a longer or shorter period. In any such case or whether or not the Leased Premises, or any part thereof, is relet, Tenant shall pay to Landlord the Base Rent and the Additional Rent required to be paid by Tenant up to the time of such termination of the Lease, as the case may be, and thereafter, except in a case where liability of Tenant as hereinafter provided arises by reason of any of the contingencies referred in Paragraph 13.l hereof, Tenant covenants and agrees, if required by Landlord, to pay to Landlord until the end of the Term of the Lease the equivalent of the amount of all the Base Rent and Additional Rent reserved herein less the net proceeds of reletting, if any. Landlord shall have the election, in place and stead of holding Tenant so liable, forthwith to recover against Tenant, as damages for loss of the bargain and not as penalty, an aggregate sum which at the time of such termination of the Lease for such recovery of possession of the Leased Premises by Landlord, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the Base Rent and Additional Rent payable by Tenant hereunder that would have accrued for the balance of the Term, over the aggregate rental value of the Leased Premises for the balance of such Term.

13.4) The specified remedies to which Landlord may resort under the terms of the Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of the Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of the Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of Base Rent or Additional Rent, including payment of Base Rent or Additional Rent by Tenant's receiver, trustee in bankruptcy, creditor or assignee, with knowledge of breach of any covenant hereof (other than the payment of Base Rent or Additional Rent) shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to other remedies

provided in this Lease, Landlord shall be entitled to the restraint by injunction for the violation or attempted or threatened violation of the covenants, conditions or provisions of the Lease.

ARTICLE 14.
ATTORNEYS FEES

If it is necessary for Landlord to retain the services of an attorney at law to enforce any of the terms, covenants or provisions hereof, or to collect any sums due hereunder, Tenant shall pay to Landlord upon demand, as Additional Rent hereunder, the cost of such services.

ARTICLE 15.
REMOVAL OF IMPROVEMENTS AND FIXTURES

Any improvements or fixtures installed by Tenant in the Improvements or on the Land, whether used solely in Tenant's business or whether usable in the Improvements without regard to such business or otherwise, shall become the property of Landlord upon the termination of the Lease.

ARTICLE 16.
CONDITION OF LEASED PREMISES AT TERMINATION

At the termination of the Lease by lapse of time or otherwise, Tenant shall return the Leased Premises in as good a condition as when Tenant took possession, excepting only ordinary wear and tear and condemnation, damage or destruction as described in Articles 10 and 11 herein.

ARTICLE 17.
HOLDING OVER

In the absence of any written agreement to the contrary, if Tenant should continue to occupy the Leased Premises following the expiration of the Term of the Lease, Tenant shall so remain as a hold-over tenant from month to month and all provisions of the Lease applicable to such tenancy shall remain in full force and effect. During such tenancy, the same Base Rent and the same terms and conditions as prevailed during the last month of the Term demised shall prevail. In any such event, Tenant shall be liable to Landlord for damages which Landlord may incur as a result of such holding over, including but not limited to damages incurred because of loss of a prospective successor tenant. If Tenant is a hold-over tenant and if Tenant continues to occupy the Leased Premises following the termination of such hold-over (by a proper notice as to such month-to-month tenancy), then the foregoing provisions of this Article shall apply in the same manner as when Tenant continued in occupancy following the expiration of the Term of the Lease.

ARTICLE 18.
USE OF LEASED PREMISES

The Leased Premises shall be used only for manufacturing and warehousing. Tenant shall not use or occupy the Leased Premises or knowingly permit the Leased Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the Leased Premises or cause the value or usefulness of the Leased Premises or any part thereof to substantially diminish (reasonable wear and tear excepted) or which would constitute a public or private nuisance or waste. Tenant shall not use the Premises in such a manner that would cause any hazardous substance (as that term is defined by federal or state statutes), asbestos or petroleum product to contaminate the Leased Premises. Tenant shall be solely responsible for the clean-up of the Premises should the Premises become contaminated as a result of Tenant's action. Tenant shall promptly upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

ARTICLE 19.
PERMITS

Tenant shall maintain in force and effect all permits, licenses and similar authorizations to use the Leased Premises for the aforesaid purposes required by any governmental authority having jurisdiction over the use thereof. Tenant's failure to maintain such permits, licenses and similar authorizations shall not relieve Tenant from the performance of its obligations and covenants hereunder (except obligations and covenants as may be prohibited by law), nor from the obligations to pay Base Rent or Additional Rent, as set forth herein. Tenant shall, at Landlord's request, join with Landlord in executing, acknowledging and delivering any and all petitions, consents, subordinations, plats, or easement deeds that may be required for the installation of any utilities, public improvements, roads, water lines, sewer lines, storm drainage facilities, subdivision, rezoning, special use, platting or other similar development of the Leased Premises, which do not affect Tenant's use of the Leased Premises during the Term of the Lease.

ARTICLE 20.
COMPLIANCE WITH LAW

Tenant, at its sole expense, shall promptly comply with all laws, ordinances and requirements of federal, state, county and municipal authorities relating to Tenant's use and occupation of the Leased Premises, and with any lawful order or direction of any public officer relating to Tenant's use and occupation of the Leased Premises during the Term of the Lease. Nothing herein contained, however, shall prohibit Tenant from appealing from or contesting the validity or legality of such laws, ordinances, requirements, orders or directions and, notwithstanding the foregoing provisions of this Article, Tenant

shall not be deemed, to be in default hereunder so long as Tenant diligently prosecutes such appeal or contest.

ARTICLE 21.
LANDLORD'S ACCESS TO PREMISES

21.1) Tenant shall permit Landlord and the authorized representatives of Landlord to enter the Leased Premises at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar board. Nothing herein shall imply any duty upon the part of Landlord to do any such work which, under any provision of the Lease, Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord may, during the progress of any work in the Leased Premises, reasonably keep and store upon the Leased Premises all necessary materials, tools and equipment. Landlord shall not in any event be liable (except in the case of gross negligence or willful misconduct of Landlord or its agents) for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of making repairs or the performance of any work in the Leased Premises, or on account of bringing materials, supplies and equipment onto or through the Leased Premises during the course thereof, and the obligations of Tenant under the Lease shall not hereby be affected in any manner whatsoever. Landlord shall, however, in connection with the doing of any such work cause as little inconvenience, annoyance, disturbance, loss of business or other damage to Tenant as may reasonably be possible in the circumstances.

21.2) Landlord is hereby given the right during usual business hours to enter the Leased Premises and to exhibit the same for the purpose of sale and lease during the final six (6) months of the Term hereof. Landlord shall be entitled to display on the Leased Premises in such manner as not to unreasonably interfere with Tenant's business the usual `For Sale' or `To Let' signs, and Tenant agrees that such signs may remain unmolested upon the Leased Premises and Landlord may exhibit said Leased Premises to prospective Tenants during such period.

ARTICLE 22.
INDEMNITY

Tenant shall indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done in, on or about the Leased Premises, and will further indemnify and save Landlord harmless against and from any and all claims arising during the Term of the Lease from any condition of the Leased Premises or any street, curb, sidewalk adjoining the Leased Premises, or of any passageways or spaces therein or appurTenant thereto, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of the Lease, or arising from any act of

negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the Term of the Lease, in or about the Leased Premises, or upon or under the sidewalks and the land adjacent thereto, and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord.

ARTICLE 23.
ESTOPPEL CERTIFICATE

Tenant shall, at any time and from time to time, upon not less than twenty (20) days' prior notice by Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that the Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the A dates to which the Base Rent and Additional Rent have been paid in advance, if any, and stating whether or not (to the best knowledge of Tenant) Landlord is in default in the performance of any covenant, agreement or condition contained in the Lease and, if so, specifying each such default of which Tenant may have knowledge, it being intended that any such statement delivered pursuant to this Article shall be in a form approved by and may be relied upon by any prospective assignee of Landlord's interest in the Lease or any mortgagee of the Leased Premises or any assignee of any mortgage upon the Leased Premises.

ARTICLE 24.
SUBORDINATION

This Lease is subject and subordinate to all mortgages and other collateral agreements which may now or hereafter affect the premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof (hereinafter referred to as the "mortgage"). This clause shall be self-operative and no further instrument of subordination will be required. If additional confirmation of such subordination is requested, Tenant, without expense to Lessor, shall execute promptly any appropriate instrument Lessor may request. Provided, however, that in the event that the holder of the mortgage forecloses the mortgage or takes a deed from the owner of the premises in lieu of mortgage foreclosure, the mortgage holder, at its election may give written notice to Tenant of its intention to hold Tenant to the terms of this Lease within twenty (20) days after the expiration of the period of redemption or delivery of the deed in lieu of foreclosure, whichever is applicable, in which event this Lease shall be deemed to be a direct Lease between the said mortgage holder and Tenant as of the date of exercise of election and this Lease shall thereafter be in full force and effect according to the terms herein and Tenant shall be bound to the mortgagee under all of the terms, covenants and conditions of this Lease for the balance of the term hereof remaining. In the event of any such election by the mortgage holder, however, Tenant shall, and does hereby, remise, release and forever discharge

mortgage holder of, from and against any and all undertakings, agreements and liabilities of Lessor under the terms of this Lease, excepting only the covenant of quiet possession, and Tenant agrees that thereupon and thereafter all rentals reserved hereunder, as well as any rental accrued to the effective date of such election by mortgage holder, shall be absolutely due and owing by Tenant to Lessor, free from any right of set-off or counter-claim, excepting only in respect of breaches by the mortgage holder, after giving such election, of the Lessor's covenant of quiet possession; and except for such covenant of quiet possession, Tenant shall thereupon and thereafter be liable to such mortgage holder, as Lessor, for each and every covenant, agreement and undertaking contained herein on the part of Tenant to be performed.

ARTICLE 25.
RELEASE OF LANDLORD

If Landlord sells or otherwise transfers all of its interest in the Leased Premises, Landlord shall, without further action by any party, be released and discharged from any further obligation or duty under the Lease, and no claim or demand upon Landlord shall thereafter be made by Tenant arising out of any obligation or duty of Landlord hereunder. Upon request by Landlord, Tenant shall execute an attornment agreement with Landlord's transferee in form satisfactory to such transferee.

ARTICLE 26.
SEVERABILITY

If any term, condition or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such terms, provisions and conditions shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

ARTICLE 27.
SHORT FORM LEASE

At the request of either party hereto, a short form lease shall be prepared in form and substance reasonably satisfactory to each of the parties and shall be executed by each of the parties in duplicate, such lease to be filed for record in Carver County, Minnesota.

ARTICLE 28.
NOTICES

Any notice or election herein requested or permitted to be given or served by either party hereto upon the other, shall be deemed given or served in accordance with the provisions of the Lease if delivered to either party hereto and receipt is obtained therefor, or if mailed in a sealed wrapper by United States registered or certified mail, postage prepaid, properly addressed to such other party as

the address hereinafter specified. Unless and until changed by notice as herein provided, notices and communications shall be addressed as follows:

If to Landlord:	Fleninge Partnership 121 West Third Street Chaska, MN 55318
with a Copy to:	Dennis L. Monroe Krass & Monroe Chartered 1100 Southpoint Center 1650 West 82nd Street Bloomington, MN 55431
If to Tenant:	Empak, Inc. _____ _____

Each such mailed notice or communications shall be deemed to have been given to, or served upon the party to which addressed, on the date the same is deposited in the United States registered or certified mail, postage prepaid, properly addressed in the manner above provided. Each such delivered notice or communication shall be deemed to have been given to, or served upon, the party to whom delivered, upon delivery thereof in the manner above provided. Either party may change the address to which mailed notice is to be sent to it by giving to the other party hereto not less than thirty (30) days' advance written notice thereof. All payments of Base Rent or Additional Rent hereunder shall be made to Landlord at the address above designated, or as may be hereafter designated.

ARTICLE 29.
HEADINGS

The headings incorporated in the Lease are for convenience in reference only and are not a part of the Lease and do not in any way limit or add to the terms and provisions hereof.

ARTICLE 30.
BINDING EFFECT

All of the covenants, conditions and agreements herein contained shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

ARTICLE 31.
ENTIRE AGREEMENT

This Lease Agreement contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof, and, upon the effective date hereof, this Lease Agreement shall supersede all prior understandings and agreements, including, but not limited to that certain Lease Agreement dated October 22, 1981, between Fluoroware, Inc., a Minnesota corporation, and Empak, Inc., as extended and renewed, the Landlord's interest in the same being assigned to Landlord as of April 12, 1991, and as amended by Amendment to Lease Agreement dated September 1, 1992. This Lease Agreement may only be amended or modified by a written instrument signed by all of the parties thereto.

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

LANDLORD:

FLENINGE PARTNERSHIP

By: /s/ Wayne Bongard

Its:

TENANT:

EMPAK, INC.

By: /s/ illegible

Its: C.E.O.

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this ___ day of June, 1993, before me personally appeared _____, a general partner of FLENINGE PARTNERSHIP, a Minnesota general partnership, on behalf of the partnership.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this ___ day of June, 1993, before me personally appeared _____, the _____ of EMPAK, INC., a Minnesota corporation, on behalf of the corporation.

Notary Public

EXHIBIT 10.9

CASTLE ROCK FACILITY

LEASE

THIS LEASE is made this September 22, 1998, by and between WAYNE C BONGARD ("Landlord"), and EMPAK, INC. ("Tenant").

Landlord and Tenant, intending to be legally bound, hereby covenant and agree as follows:

Article 1.
Premises

Landlord does hereby lease, demise, and let unto Tenant, and Tenant does hereby hire and take from Landlord, upon the terms and conditions set forth herein (the "Lease"), certain land having as its principal address 702 Santa Fe Boulevard, Castle Rock, Colorado, situated in Douglas County (the "Land"), subject to all easements and rights-of-way of record, together with all structures thereon and all appurtenances thereto (the "Improvements"), all of which Land and Improvements are hereinafter referred to as the Premises.

Upon the Commencement Date hereof, the Land will consist of two (2) parcels, legally described on Exhibit A attached hereto and incorporated herein by reference. The parties intend to replat existing Parcels I and 2 into one parcel. The parties agree that the new legal description be and the same is hereby incorporated herein by reference, upon the said replatting, and no formal act or amendment shall be required for said purpose. The parties agree that the act of replatting said Parcels I and 2 shall have no effect whatsoever upon the rights and obligations of the parties as set forth herein.

Article 2.
Term

The term of the Lease shall commence on September 22, 1998 (the "Commencement Date") and terminate on September 30, 2005 (the "Term") unless sooner terminated as provided herein.

Article 3.
Rent

Tenant shall pay to Landlord as monthly "Base Rent" during the Term an amount equal to Twenty-five Thousand Dollars ($25,000.00) but in no event less than one hundred fifty percent (150%) of the amount of the monthly debt service due and payable by Landlord on financing secured by a first lien against the Premises and/or and such additional financing as may be secured from time to time to improve the Premises. Debt service shall include all costs associated with procuring such financing. If there is no financing or the amount of the financing is reduced to a level such that the Base Rent is materially below market rent, then the Base Rent shall, at Landlord's option, be increased to reflect the

then-current market rental rates. If Landlord and Tenant are unable to agree upon said rental amount, the rental amount shall be determined by a qualified appraiser. The costs of the appraiser's services shall be divided equally between Landlord and Tenant.

The Base Rent shall be payable in advance, on or before the first (1st) day of each and every month, commencing on the Commencement Date, and continuing during, the Term. Prior to the Commencement Date, Landlord shall deliver to tenant notice of the initial amount of Base Rent, and thereafter Landlord shall deliver notice of any change(s) in the Base Rent payments resulting from changes in Landlord's debt service obligations.

Article 4.
Net Lease

4.1. It is the intention and purpose of the parties hereto that the Lease shall be a "Net Lease" to Landlord. All costs and expenses of whatever character or kind, general and special, ordinary and extraordinary, foreseeable or unforeseeable, and of every kind and nature whatsoever that may be necessary in or about the operation of the Premises, including all hazard and liability insurance, taxes, special assessments, utilities, maintenance, and repairs, except as otherwise expressly provided herein, shall be paid by Tenant as "Additional Rent" hereunder.

4.2. Except as otherwise expressly provided herein, Tenant covenants and agrees that if at any time it fails to pay any amount required by the Lease, or to obtain, pay for, maintain, or deliver any of the insurance policies herein provided for, or fails to make any other payment or perform any other act required to be made or performed by the Tenant, then Landlord, without notice to or demand upon Tenant, without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, and without any obligation to do so, may effect any such insurance coverage and pay premiums therefor and may make any other payment or perform any other act on the part of Tenant to be made and performed as provided in this Lease, in such manner and to such extent as Landlord may deem desirable. In exercising such right to pay necessary and incidental costs and expenses, all sums so paid by Landlord and all necessary and incidental costs and expenses in connection with performance of any such act by Landlord, together with interest thereon at a rate of eight percent (8%) per annum from the date of making of such expenditure by Landlord, shall be payable to Landlord as Additional Rent, and except as otherwise provided for in this Lease, shall be payable on demand, or at the option of Landlord, may be added to any monthly rental then due or thereafter becoming due under the Lease. Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord shall have (in addition to any right or remedy of Landlord) the same rights and remedies in the event of nonpayment by Tenant as in the case of default by Tenant in payment of rent.

Article 5.
Taxes and Assesments

5.1 Tenant shall pay, as Additional Rent hereunder, before any fine, penalty, interest, or costs may be added thereto for the nonpayment thereof, all real estate taxes and installments of special assessments payable during the Term of this Lease which shall during the Term be laid, assessed, levied, or imposed upon, or shall become payable as a lien upon the premises or any part thereof ("Impositions").

5.2 Tenant shall have the right to contest or appeal any Imposition in Tenant's or Landlord's name, at Tenant's sole cost and expense. If nonpayment of the Imposition creates a lien upon the Premises, Landlord may, at his or its option, request Tenant to deposit with it an amount equal to one hundred twenty-five percent (125%) of the contested and unpaid Imposition. Such amount shall be returned to Tenant upon the successful appeal of the Imposition or upon payment of said Imposition. Tenant shall give Landlord written notice of Tenant's intention to contest or appeal any Imposition at least twenty (20) days prior to the delinquency thereof. Tenant shall hold Landlord harmless against all loss, cost, expense, attorneys' fees, or damages resulting from such contest or appeal.

5.3 Tenant shall pay directly to the appropriate governmental authorities, as Additional Rent hereunder, before any fine, penalty, interest, or costs may be added thereto for the nonpayment thereof, any tax or excise imposed or assessed on rent, on any leasehold interest, on any right of occupancy, on any investment of Tenant in the Premises, on any personal property of any kind owned, installed, or used by Tenant, including Tenant's leasehold improvements, on any privilege tax, sales tax, gross proceeds tax, etc., however described, by any federal, state, county or municipal governmental authority or any subdivision thereof or other governmental authority. Tenant shall not be required to pay any federal or state or local income tax for which Landlord may become liable during the Initial Term or any Option Term of the Lease.

Article 6.
Utilities

Tenant shall directly pay or cause to be paid, as Additional Rent hereunder, all charges for sewer and water services, gas, electricity, light, heat, air conditioning, power, telephone, or other services or utility used, rendered, or supplied upon or in connection with the Premises (the "Utilities") during the Term hereof, Tenant shall contract for the Utilities in Tenant's own name and shall hold Landlord harmless from any liability or expense for any such charge. Upon Landlord's request, Tenant shall furnish to Landlord paid statements, invoices, or cancelled checks evidencing the payment of all obligations undertaken by Tenant hereunder.

Article 7.
Repairs, Maintenance and Alterations

7.1 Tenant shall, during the Term of this Lease and at Tenant's expense, keep the Premises and appurtenances and every part thereof in good order, condition, and repair, including, without limitation, the sidewalks, entrances, passages, courts, vestibules, stairways, corridors, halls, elevators, air conditioning equipment, heating equipment, water system, toilet facilities, and all other machinery and equipment in the Improvements. Except as herein provided, Tenant shall make all repairs to the exterior of the Improvements, shall make all structural repairs, and shall keep and maintain all landscaped areas in a neat, orderly, and trim condition at its expense. If Tenant does not keep and maintain the Premises as herein provided, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord, as Additional Rent, the cost thereof forthwith upon being billed for the same. All damage or injury to the Premises and to its fixtures, appurtenances, and equipment caused by Tenant moving property in or out of the Premises or by installation, removal of furniture, fixtures, equipment, or other property by Tenant, its agents, contractors, servants, or employees, or resulting from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct, or other causes of Tenant, its servants, employees, agents, visitors, or licensees, shall be repaired, restored, or replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. If Tenant fails to make such repairs, restorations, or replacements, the same may be made by Landlord and the same shall be at the expense of Tenant and collectible as Additional Rent or otherwise, and shall be paid by Tenant to Landlord within five (5) days after rendition of a bill or statement therefor.

7.2 Except as otherwise provided herein, no improvements, alterations, or replacements shall be made to the Premises or any portion thereof without the prior written consent of Landlord.

7.3 Tenant shall not suffer or permit any statements of mechanic's liens to be filed against the Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such statement of mechanic's lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of actual notice to Tenant of filing the same. If Tenant shall fail to discharge such mechanic's lien within such period or fail to deposit an amount equal to one hundred twenty-five percent (125%) of the amount claimed with the court within such period, then in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is, or may be, prescribed by law. Any amount paid by Landlord for any of the aforesaid purposes and all other reasonable expenses of Landlord, including reasonable attorneys' fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, with interest thereon at the rate of eight percent (8%) per annum from the date of payment, shall be repaid by Tenant to Landlord on demand, and if unpaid may be treated as Additional Rent. Nothing herein

contained shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanic's lien law.

Article 8.
Insurance

8.1 Tenant shall pay, as Additional Rent hereunder, and at Tenant's sole cost and expense, keep the Premises, including all buildings, improvements, furniture, and equipment on, in, or appurtenant thereto at the commencement of the Term and thereafter erected thereon or therein, including all alterations, rebuildings, replacements, changes, additions, and improvements, fully insured for the mutual benefit of Landlord and Tenant, as their interests may appear, as named insureds: (a) against loss or damage by fire, and (b) against those perils included from time-to-time in the standard form of extended coverage insurance endorsement, including but without limiting the generality or the foregoing, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, smoke damage, and such other coverage as may be deemed necessary by Landlord, provided that such additional coverage is obtainable.

8.2 All policies of insurance relating to fire and extended coverage shall provide that the proceeds thereof shall be payable to Landlord, and if Landlord requires, shall also be payable to the holder of any mortgage now or hereafter becoming a lien on the fee of the Premises, or any part thereof, as the interest of such holder appears, pursuant to a standard mortgagee clause. All such policies of insurance shall provide that any loss shall be payable to Landlord notwithstanding any act or omission of Tenant which might otherwise result in a forfeiture or reduction of said insurance.

8.3 Tenant shall also pay, as Additional Rent hereunder, and at Tenants sole cost and expense, but for the mutual benefit of Landlord and Tenant, as named insureds, maintain during the Term of the Lease: (a) general public liability insurance against claims for personal injury, death, or property damage occurring upon, in or about the Premises, and on, in, or about the adjoining lands, streets, and passageways, such insurance to afford protection to the limit of not less than $1,000,000.00 In respect to injury or death to a single person, and to the limit of not less than $2,000,000.00 in respect to any one (1) accident and to the limit of not less than $500,000.00 in respect to any property damage, (b) steam boiler insurance an all steam boilers, pressure boilers, or other such apparatus as Landlord may deem necessary to be covered by such insurance and in such amount or amounts as Landlord may from time-to-time reasonably require.

8.4 All policies of insurance shall be written in companies satisfactory to Landlord, and shall be written in such form and shall be distributed by such agencies as shall be reasonably acceptable to Landlord. Such policies shall be delivered to Landlord endorsed "premium paid" by the company or agency issuing the same or accompanied by another evidence satisfactory to Landlord that the premiums thereon have been paid, not less than ten (10) days prior to the expiration of any then current policy.

8.5 Landlord agrees that such policy or policies may contain a waiver of subrogation clause as to Tenant. Provided the aforesaid fire and extended coverage insurance is in full force and effect and remains so, Landlord waives, releases, and discharges Tenant from all claims or demands whatsoever which Landlord may have or acquire in the future arising out of damage to or destruction of the Premises by fire or extended coverage risk, whether such claim or demand may arise because of the negligence of Tenant, its agents, or employees or otherwise, and Landlord agrees to look only to the insurance coverage in the event of such loss.

8.6 Tenant shall insure the contents of the Improvements owned by Tenant, for the benefit of Tenant, against loss or damage by fire, windstorm, or other casualty for such amount as Tenant may desire, and Tenant agrees that such policies shall contain a waiver of subrogation clause as to Landlord. Tenant waives, releases, and discharges Landlord from all claims or demands whatsoever which Tenant may have or acquire by reason of fire or extended coverage risk, whether such claim or demand may arise because of the negligence of Landlord, its agents or employees or otherwise, and Tenant agrees to look to insurance coverage only in the event of such loss.

8.7 The insurance requirements otherwise set forth in this Article 8 notwithstanding, if any mortgagee of the Premises or other lender of Landlord requires insurance coverages or limits in addition to or inconsistent with the foregoing, Landlord shall so notify Tenant and Tenant shall modify the insurance coverages and/or limits to conform with said mortgagee's or lender's requirements so long as said requirements are not materially different from the typical requirements of mortgagees and lenders for similar properties and similar credit risks.

Article 9.
Quiet Enjoyment

Landlord represents and warrants that: (a) it is the lawful owner or the Premises, (b) that it has the full right and power to make the Lease, (c) that if and so long as Tenant shall not be in default hereunder, Tenant shall quietly hold, occupy, and enjoy the Premises during all of the Term.

Article 10.
Destruction by Fire

10.1 Subject to the provisions of Article 10.4 and to the availability of insurance proceeds, if the Improvements, or any portion thereof, are damaged or destroyed by fire or other casualty, however or by whomever caused, Landlord shall repair, rebuild, and restore the same with due diligence and dispatch (subject to the approval of the holders of any mortgages on the Property) so that the Improvements will be restored to at least the same good order and condition as existed prior to damage or destruction. If more than fifty percent (50%) of the Premises is damaged or destroyed by fire or other casualty, Landlord shall have the option, in its sole discretion, to decline to rebuild the Premises. If Landlord so declines, this Lease shall terminate as of the date of such damage or destruction. If

Landlord elects to repair the Premises, and if such damage in the reasonable opinion of the Landlord renders the entire Premises unfit for Tenant's normal business purposes, and Tenant by reason thereof discontinues business in the Premises, Base Rent shall be abated for a period during which no part of the Premises is fit for such business purposes and during which time Tenant discontinues business. If such damage renders only part of the Premises unfit for Tenant's normal business purposes, Base Rent shall be apportioned on a square foot of Premises area basis and the proportion thereof applicable to each part of the Premises upon which Tenant discontinues its business operations shall be abated for the period during which such part is not fit for Tenant's normal business purposes and during which Tenant discontinues such business operations.

10.2 Tenant will repair and replace all improvements and betterments placed upon the Premises by it, and such repair and replacement shall be made at its own expense and not at the expense of Landlord.

10.3 If Landlord and Tenant cannot mutually agree on whether the Premises is fit for Tenant's normal business purposes, such question shall be submitted to arbitration as provided in Article 12 hereof.

10.4 If the Premises, or any part thereof, is damaged or destroyed by the willful or negligent conduct of Tenant or its agents, employees, or independent contractors, Tenant shall promptly repair such damage or replace such improvement so destroyed; provided that if such damage or destruction is caused by negligence and is or would be covered by the insurance required to be procured and maintained by the terms of Article 8 then, to the extent that the cost of repairing or replacing such damage or destruction does not exceed the amounts of such insurance, Tenant shall be relieved from such obligation to repair or replace. Base Rent and Additional Rent shall not be abated as a result or willful conduct of Tenant or its agents, employees, or independent contractors which result in or cause damage or destruction.

Article 11.
Condemnation

11.1 If during the Term of The Lease the entire Premises shall be taken as a result of the power of eminent domain, condemnation proceedings, or other like proceedings (the "Proceedings"), the Lease and all right, title, and interest of Tenant hereunder shall cease and come to an end on the date of taking of possession pursuant to the Proceedings. Landlord shall be entitled to and shall receive the total award made in the Proceedings, Tenant hereby assigns any interest in any such award to Landlord.

11.2 If during the Term less than the entire Premises, but fifty percent (50%) or more of the Improvements (calculated by the number of square feet of floor space) or fifty percent (50%) or more of the Land shall be taken by the Proceedings, the Lease shall, upon taking of possession pursuant to

the Proceedings, terminate as to the portion of the Land and Improvements so taken, and Tenant may terminate the Lease as to the remainder of the Premises. Such termination as to the remainder of the Premises shall be effected by a notice to Landlord in writing given not more than sixty (60) days after the date of taking of possession pursuant to such Proceedings, and shall specify a date not more than sixty (60) days after the giving of such notice as the date of such termination. Upon the date specified in such notice, the Term and all right, title, and interest of Tenant hereunder shall cease and come to an end. If Tenant elects not to terminate the Lease, the Lease shall continue in full force and effect, but the Base Rent shall be reduced pro rata in accordance with the percentage of value of the Premises so taken compared with the total value of the Premises immediately prior to said taking. Nothing herein contained shall affect Tenant's obligation to pay in full the Additional Rent. Landlord shall, however, at Landlord's sole cost and expense, restore that portion of the Premises not so taken to a complete architectural unit for the use and occupancy of Tenant. The Lease shall continue in full force and effect, but the Base Rent shall be reduced pro rata as aforesaid. If the parties cannot agree on the pro rata reduction of the Base rent after said taking, or on the allocation of any award made in the Proceedings, as above set forth, Landlord and Tenant shall submit the question to arbitration as provided in Article 12 hereof

Article 12.
Arbitration

In cases in which a dispute arises under the Lease, the same shall be settled by arbitration in accordance with the then existing rules of the American Arbitration Association, and judgment upon the award rendered maybe entered in any court having Jurisdiction thereof. Any such arbitration shall be had before a panel of three (3) arbitrators (unless Landlord or Tenant agree to one (1) arbitrator) designated by the American Arbitration Association in accordance with the rules of such association, and the decision of the majority or such arbitrators shall be binding upon the parties. The arbitrators designated and acting under the Lease shall make their award in strict conformity with such rules and shall have no power to depart from or change any of the provisions thereof. Each party to the arbitration shall pay one-half (1/2) of the costs thereof. All arbitration proceedings hereunder shall be conducted in Denver, Colorado, or such other location as mutually agreed upon by Landlord and Tenant.

Article 13.
Assignment and Subletting

Tenant shall not assign or transfer any of its rights under the Lease or sublease any part of the Premises (an "Assignment") without prior written consent from Landlord. No such Assignment shall relieve Tenant from any of its obligations contained in the Lease, nor shall any Assignment be effective unless the assignee shall, at the time of such Assignment, assume in writing all the terms, covenants, and conditions of the Lease to be performed thereafter by Tenant and shall agree in writing to be bound thereby. Tenant agrees to pay on behalf of Landlord any and all costs of Landlord, including

reasonable attorneys' fees occasioned by each Assignment. Consent by Landlord to any Assignment shall not be a waiver of Landlord's rights as to a subsequent Assignment.

Article 14.
Defaults of Lessee

14.1 If during the Term of the Lease: (a) Tenant shall make an assignment for the benefit of creditors; or (b) Tenant shall file a voluntary petition under the Bankruptcy Code of the United States or any state statute similar thereto, or Tenant be adjudged insolvent or a bankrupt pursuant to an involuntary petition; or (c) a receiver or trustee be appointed for the property of Tenant by reason of insolvency of Tenant; or (d) any department of the state or federal government, or any officer thereof duly authorized, shall take possession of the business or property of Tenant by reason of the insolvency of the Tenant; or (e) Tenant continues in possession without the appointment of a receiver or trustee under Chapter 11 of the Bankruptcy Code; or (f) Tenant is the subject of any petition or proceeding related to relief from creditors, the Lease shall, upon the happening of any of said contingencies and at Landlord's sole option, be terminated and the same shall expire as fully and completely as if the day of the happening of such contingency were the date herein specifically fixed for the expiration of the Term and Tenant will then quit and surrender the Premises, but Tenant shall remain liable as hereinafter provided.

14.2 If during the Term Tenant shall default in fulfilling any of the covenants of the Lease (other than the covenants for the payment of Base Rent or Additional Rent), Landlord may give Tenant notice of any default or of the happening of any contingency referred to in this paragraph, and if at the expiration of thirty (30) days after the service of such notice the default or contingency upon which said notice was based shall continue to exist, or in the case of a default or contingency which cannot with due diligence be cured within a period of thirty (30) days, if Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence, Landlord, at its option, may terminate the Lease, and upon such termination, Tenant will quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

14.3 If Tenant shall default in the payment of the Base Rent expressly reserved hereunder, or any part of the same, and such default shall continue for ten (10) days after notice thereof by Landlord, or such default in the payment of any item of Additional Rent to be paid by Tenant hereunder, or any part of the same, and such default shall continue for thirty (30) days after notice thereof by Landlord, or if the Lease shall expire as provided in paragraphs 14.1 or 14.2 of this Article, Landlord or Landlord's agents and servants may immediately or at any time thereafter re-enter the Premises and remove all persons and any or all property therefrom, either by summary dispossession proceedings or by any suitable action or proceedings at law or by force or otherwise and repossess and enjoy said Premises, together with all additions, alterations, and improvements, without re-entry and repossession working a forfeiture or waiver of the rents to be paid and the covenants to be performed by Tenant during the

Term hereof. Upon the expiration of the Term of this Lease by reason of any of the events described in paragraphs 14.1 or 14.2, or in the event of termination of the Lease by summary dispossession proceedings or under any provision of law now or hereafter in force by reason or based upon or arising out of a default under or a breach of the Lease on the part of Tenant (except; where such breach or default is determined by a court of competent jurisdiction to be justified because of Landlord's acts or omissions), or upon Landlord recovering possession of the Premises in the manner or in any of the circumstances described, whether with or without legal proceedings, by reason of or based upon or arising out of a default under or a breach of the Lease on the part of Tenant, Landlord may, at its option, at any time and from time-to-time, relet the Premises, or any part thereof, for the account of Tenant or otherwise, and receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises, including legal expenses and attorneys' fees, and for putting the same into good order or condition or preparing or altering the same for the rental and all other expenses, commissions, and charges paid, assumed, or incurred by Landlord in reletting, the Premises and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided for may be for the remainder or the Term of the Lease as originally granted or for a longer or shorter period. In any such case or whether or not the Premises, or any part thereof, is relet, Tenant shall pay to Landlord the Base Rent and the Additional Rent required to be paid by tenant up to the time of such termination of the Lease, as the case may be, and thereafter, except in a case where liability of Tenant as hereinafter provided arises by reason of any of the contingencies referred to in paragraph 14.1 hereof, Tenant covenants and agrees, if required by Landlord, to pay to Landlord until the end of the Term of the Lease the equivalent of the amount of all the Base Rent and Additional Rent reserved herein less the net proceeds of reletting, if any. Landlord shall have the election, in place and stead of holding Tenant so liable, forthwith to recover against Tenant, as damages for loss of the bargain and not as penalty, an aggregate sum which at the time of such termination of the Lease for such recovery of possession of the Premises by Landlord, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the Base Rent and Additional Rent payable by Tenant hereunder that would have accrued over the balance of the Term, over the aggregate rental value of the Premises for the balance of such Term.

14.4 The specified remedies to which Landlord may resort under the terms of the Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of the Lease. The failure of Landlord to insist in any one or more cases upon the strict performance or any of the covenants of the Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of Base Rent or Additional Rent, including payment of Base Rent or Additional Rent by Tenant's receiver, trustee in bankruptcy, creditor, or assignee, with knowledge of breach of any covenant herein (other than the payment of Base Rent or Additional Rent) shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. Notwithstanding any other provisions in this Lease, Tenant shall not be deemed to have waived any rights that may be available pursuant to

Colorado unlawful detainer, eviction, ejectment or similar laws. In addition to other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction for the violation or attempted or threatened violation of the covenants, conditions, or provisions of the Lease.

Article 15.
Attorneys Fees

If it is necessary for Landlord to retain the services of an attorney at law to enforce any of the terms, covenants, or provisions hereof, or to collect any sums due hereunder, Tenant shall pay to Landlord upon demand, as Additional Rent hereunder, the cost of such services.

Article 16.
Removal of Improvements and Fixtures

Any improvements or fixtures installed by Tenant in the Improvements or on the Land, whether used solely in Tenant's business or whether usable in the improvements without regard to such business or otherwise, shall become the property of Landlord upon the termination of the Lease, except that Tenant may remove such items that are not integral to the construction or use of the Premises, so long as Tenant repairs any damage caused by any such removal.

Article 17.
Condition of Premises at Termination

At the termination of the Lease by lapse of time or otherwise, Tenant shall return the Premises in as good a condition as when Tenant took possession, ordinary wear and tear excepted and condemnation, damage, or destruction as described in Articles 10 and 11 herein.

Article 18.
Holding Over

In the absence of any written agreement to the contrary, if Tenant should continue to occupy the Premises following the expiration or the Term of the Lease, Tenant shall so remain as a tenant from month to month and all provisions of the Lease applicable to such tenancy shall remain in full force and effect. During such tenancy, the same Base Rent and the same terms and conditions as prevailed during the last month of the Term demised shall prevail. In any such event, Tenant shall be liable to Landlord for damages which Landlord may incur as a result of such holding over, including but not limited to, damages incurred because of loss of a prospective successor tenant. If Tenant is a hold-over tenant and if Tenant continues to occupy the Premises following the termination of such holdover (by a proper notice as to such month-to-month tenancy), then the foregoing provisions of this Article shall apply in the same manner as when Tenant continued in occupancy following the expiration of the Term of the Lease.

Article 19.
Use of Premises

The Premises shall be used only for the operation of a plastic injection molding facility and related and ancillary uses and/or such other lawful use(s) as agreed upon by Landlord, which agreement will not be unreasonably withheld. Tenant shall not use or occupy the Premises or knowingly permit the Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement, or regulation applicable thereto or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the Premises or cause the value or usefulness of the Premises or any part thereof to substantially diminish (reasonable wear and tear excepted) or which would constitute a public or private nuisance or waste. Tenant shall promptly upon discovery or any such use, take all necessary steps to compel the discontinuance of such use.

Article 20.
Permits

Tenant shall maintain in force and effect all permits, licenses, and similar authorizations to use the Premises for the aforesaid purposes required by any governmental authority having jurisdiction over the use thereof. Tenant's failure to maintain such permits, licenses, and similar authorizations shall not relieve Tenant from the performance of its obligations and covenants hereunder (except obligations and covenants as may be prohibited by law), nor from the obligations to pay Base Rent or Additional Rent, as set forth herein. Tenant shall, at Landlord's request, Join with Landlord in executing, acknowledging, and delivering any and all petitions, consents, subordinations, plats, or easement deeds that may be required for the installation of any utilities, public improvements, roads, water lines, sewer lines, storm drainage facilities, subdivision, rezoning, special use, platting, or other similar development of the Premises, which do not affect Tenant's use of the Premises during the Term.

Article 21.
Compliance with Law

Tenant, at its sole expense, shall promptly comply with all laws, ordinances, and requirements of federal, state, county, and municipal authorities relating to Tenant's use and occupation of the Premises, and with any lawful order or direction of any public officer relating to Tenant's use and occupation of the Premises during the Term of the Lease. Nothing herein contained, however, shall prohibit Tenant from appealing from or contesting the validity or legality of such laws, ordinances, requirements, orders, or directions and, notwithstanding the foregoing provisions of this Article, Tenant shall not be deemed to be in default hereunder so long as Tenant diligently prosecutes such appeal or contest.

Article 22.
Landlord's Access to Premises

22.1 Tenant shall permit Landlord and the authorized representatives of Landlord to enter the Premises at all times during usual business hours for the purpose or inspecting the same and making any necessary repairs to comply with any laws, ordinances, rules, regulations, or requirements of any public authority or of the Board of Fire Underwriters or any similar board. Nothing herein shall imply any duty upon the part of Landlord to do any such work which, under any provision of the Lease, Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord may, during the progress of any work in the Premises, reasonably keep and store upon the Premises all necessary materials, tools, and equipment. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant by reason of making repairs or the performance of any work in the Premises, or on account of bringing materials, supplies, and equipment onto or through the Premises during the course thereof, and the obligations thereof

22.2 Landlord is hereby given the right during usual business hours to enter the Premises and to exhibit the same for the purpose of sale. During the final six (6) months of the Term hereof Landlord shall be entitled to display on the Premises in such manner as not to unreasonably interfere with Tenant's business. Tenant agrees that the usual "For Sale" or "To Let" signs may remain unmolested upon the Premises and Landlord may exhibit said Premises to prospective tenants during such period.

Article 23.
Indemnity

Tenant shall indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done in, on, or about the Premises, and will further indemnify and save Landlord harmless against and from any and all claims arising during the Term of the Lease from any condition of the Premises or any street, curb, sidewalk adjoining the Premises, or of any passageways or spaces therein or appurtenant thereto, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of the Lease, or arising from any act of negligence of Tenant, or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation occurring during the Term of the Lease, in or about the Premises, or upon or under the sidewalks and the land adjacent thereto, and from and against all costs, reasonable attorneys' fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord.

Article 24.
Estoppel Certificate

Tenant shall, at any time and from time-to-time, upon not less than twenty (20) days' prior notice by Landlord, execute, acknowledge, and deliver to Landlord a statement in writing certifying that the Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which the Base Rent and Additional Rent have been paid in advance, if any, and stating whether or not (to the best knowledge of Tenant) Landlord is in default in the performance of any covenant, agreement, or condition contained in the Lease and, if so, specifying each such default of which Tenant may have knowledge, it being intended that any such statement delivered pursuant to this Article shall be in a form approved by and may be relied upon by any prospective assignee of Landlord's interest in the Lease or any mortgagee of the Premises or any assignee of any mortgage upon the Premises.

Article 25.
Subordination

The Lease shall, at Landlord's election, be subject and subordinate to the terms and conditions of all mortgages and deeds or trust which may now or hereafter encumber the Premises, and to all renewals, modifications, consolidations, replacements, and extensions of such mortgages and deeds of trust, provided that the mortgagee or other lender executes and delivers to Tenant a "nondisturbance agreement" stating that so long as Tenant is not in material default, the tenancy shall not be disturbed and the terms of this Lease shall be honored irrespective or remedial action taken against Landlord. In confirmation of such subordination, Tenant shall promptly execute any certificate of subordination or other such documents which Landlord or its mortgagees or other lenders may request, which documentation shall also include the foregoing nondisturbance provisions.

Article 26.
Signs

Upon prior written approval by Landlord of design and construction, which approval shall not be unreasonably withheld, Tenant may erect such signs upon the Premises as it may deem desirable, as long as said signs do not exceed in weight the safe carrying capacity or any bearing structure or violate the laws of the state or ordinances of the municipality in which the Premises is situated.

Article 27.
Notices

Any notice or election herein requested or permitted to be given or served by either party hereto upon the other, shall be deemed given or served in accordance with the provisions of the Lease if delivered to either party hereto and receipt is obtained therefor, or if mailed in a sealed wrapper by

United States registered or certified mail, postage prepaid, properly addressed to such other party at the address hereinafter specified. Unless and until changed by notice as herein provided, notices and communications shall be addressed as follows:

If to Landlord: Wayne Bongard
EMPAK, INC.
4405 ArrowsWest Drive
Colorado Springs, Colorado 80907-3445

If to Tenant: EMPAK, INC.
4405 ArrowsWest Drive
Colorado Springs, Colorado 80907-3445
Attention: Chief Executive Officer

Each such mailed notice or communication shall be deemed to have been given to, or served upon the party to which addressed, on the date the same is deposited In the United States registered or certified mail, postage prepaid, properly addressed in the manner above provided. Each such delivered notice or communication shall be deemed to have been given to, or served upon, the party to whom delivered, upon delivery thereof in the manner above provided. Either party may change the address to which mailed notice is to be sent by giving to the other party hereto not less than thirty (30) days' advance written notice thereof. All payments of Base Rent or Additional Rent hereunder shall be made to Landlord at the address above designated, or as may be hereafter designated.

Article 28.
Miscellaneous

28.1 Entire Agreement. The Lease contains the entire agreement between the parties, and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of the Lease in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

28.2 Release of Landlord. If Landlord sells or otherwise transfers all of its interest in the Premises, Landlord shall, without further action by any party, be released and discharged from any further obligation or duty under the Lease, and no claim or demand upon Landlord shall thereafter be made by Tenant arising out of any obligation or duty of Landlord hereunder. Upon request by Landlord, Tenant shall execute an attornment agreement with Landlord's transferee in form satisfactory to such transferee.

28.3 Severability. If any term, condition, or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such terms, provisions, and conditions to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and the Lease and all the terms, provisions, and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

28.4 Short Form Lease. At the request of either party hereto, a short form lease shall be prepared in form and substance reasonably satisfactory to each of the parties and shall be executed by each of the parties in duplicate, such lease to be filed for record in Douglas County, Colorado.

28.5 Heading. The headings incorporated in the Lease are for convenience in reference only and are not a part of the Lease and do not in any way limit or add to the terms and provisions hereof

28.6 Binding Effect. All of the covenants, conditions, and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

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

LANDLORD:

/s/ Wayne C. Bongard

Wayne C. Bongard

TENANT:
Empak, Inc.

By: /s/ Wayne C. Bongard

Its: President

EXHIBIT A
to that certain
Lease
by and between
WAYNE C. BONGARD, Landlord
and
EMPAK, INC., Tenant

Legal Description of the Property:

Parcel 1:
Lot 1, Block 1, Citadel Station Filing No. 1, according to the recorded plat thereof, County of Douglas, State of Colorado; and

Parcel 2:
Lot 2, Block 1, Citadel Station Filing No. 1, according to the recorded plat thereof, County of Douglas, State of Colorado.

EXHIBIT 10.10

AMENDED AND RESTATED SUBLEASE AGREEMENT

THIS AMENDED AND RESTATED SUBLEASE AGREEMENT (this "Agreement") is made and entered into this 29th day of April, 1999, by and between EMPAK, INC., a Minnesota corporation (the "Sublessor"), and EMPLAST, INC., a Minnesota corporation (the "Sublessee").

1) Master Lease. The Sublessor is the lessee pursuant to a lease dated April 21, 1989 (the "Lease"); as amended by a lease addendum dated May 4, 1989 (the "Lease Addendum"); and an undated second lease addendum (the "Second Lease Addendum"); wherein County 17, Chanhassen Partnership (the "Lessor") leased to the Sublessor the premises as described in the Lease, which is commonly described as: 950 Lake Drive, Chanhassen, Minnesota 55317 (the "Master Premises"). The Lease, the Lease Addendum and the Second Lease Addendum are collectively referred to as the "Master Lease."

This Agreement supersedes, as of June 1, 1999, that certain Sublease Agreement dated April 27, 1998, by and between the Sublessor and the Sublessee.

2) Description of the Leased Premises. The Sublessor, for and in consideration of the rents hereinafter provided and the covenants and agreements hereinafter contained, hereby subleases to the Sublessee the entire Master Premises, as more fully described on Exhibit A attached hereto (the "Leased Premises").

3) Term. The term of this Agreement (the "Term") shall be deemed to commence on June 1, 1999 (the "Commencement Date") and shall continue for a period ending on November 30, 2004.

4) Rent. For the first year of the Term, i.e., June 1, 1999 through May 31, 2000, the Sublessee shall pay annual rent of $550,000 to the Sublessor. Such annual rent shall be paid in equal monthly installments. One each anniversary of the Commencement Date, the annual rent to be paid by the Sublessee to the Sublessor shall increase by $50,000; provided, however, in no event shall the Sublessee pay the Sublessor, as the annual rent hereunder, an amount which exceeds those amounts payable by the Sublessor as "Base Rent" and/or "Additional Rent" under the Master Lease during such annual period.

5) Use of the Leased Premises. The Sublessee shall use the Leased Premises in a manner consistent with that contemplated by the Master Lease. The Sublessor shall be entitled to use portions of the Leased Premises on the following conditions: (i) it receives the prior written approval of the Sublessee (which approval may be withheld, or revoked at any time, at the Sublessee's discretion); and (ii) that such use does not interfere with the Sublessee's use of the Leased Premises.

6) Assignment and Subletting. The Sublessee shall not assign this Agreement or sublet all or a portion of the Leased Premises without the prior written consent of the Sublessor and the Lessor under

the Master Lease. No such sublease or assignment shall release the Sublessee from liability for performance of each of the covenants and conditions contained in this Agreement including, but not limited to, the payment of rent for the remaining portion of the Term. The Sublessor's right to assign the Master Lease is, and shall remain, absolute and unqualified.

7) Compliance with Laws. The Sublessee agrees to comply with all laws, ordinances, rules and regulations relative to the use and occupancy of the Leased Premises and shall follow and any all lawful orders, rules and regulations of proper health officers and fire officials and any other officials of state or local government charged with the supervision or monitoring of the use or operation of the Leased Premises. The Sublessor agrees to comply with all laws, ordinances, rules and regulations relative to the use and occupancy of the Master Premises.

8) Alterations and Repairs by the Sublessee. The Sublessee may, at its expense, make such alterations and repairs to the Leased Premises as may be required for the purposes of its business; provided, however, that the Sublessee may not alter, improve or remodel the Leased Premises without the prior written consent of the Sublessor and the Lessor under the Master Lease and further provided that any alterations shall promptly be restored by the Sublessee to their condition at the beginning of this Agreement at the expense of the Sublessee, unless the Sublessee has obtained the prior written approval of the Lessor under the Master Lease, in which case the Sublessee shall not be required to so restore the Leased Premises. The Sublessee agrees to keep the Leased Premises free and clear of any claims of liens of any persons who, at the direction of the Sublessee, furnishes labor and material to and for the benefit of the Leased Premises or the Sublessee, and shall provide, upon request, appropriate evidence of compliance with the terms of this Section 8, including lien waivers if requested.

9) The Sublessee's Fight to Remove Fixtures. The Sublessee shall have the right to remove from the Leased Premises, at the termination of this Agreement, all machinery, apparatus and equipment attached to the Leased Premises. The Sublessee shall restore and repair any damage to the Leased Premises caused by the removal of such machinery, apparatus and equipment.

10) Condition of the Leased Premises. The Sublessee has examined and knows the condition of the Leased Premises and receives and accepts the same in "as-is" condition.

11) Structural Repairs. During the Term of this Agreement, the Sublessor shall be responsible for the repair and maintenance of the structure housing the Leased Premises and the basic utility and mechanical systems servicing the Leased Premises and shall keep such structure and utilities in good working order and condition during the Term of this Agreement.

12) Maintenance and Repair of the Leased Premises. The Sublessee shall be responsible, except as otherwise provided herein, for all cleaning and maintenance to the interior of the Leased Premises and shall keep the Leased Premises in good order and condition during the Term of this Agreement, ordinary wear and tear excepted. The Sublessee shall also be responsible for maintaining, repairing and

replacing those components of the utility and mechanical systems which exclusively serve the Leased Premises. By way of example (and not limitation), the Sublessee shall maintain, repair and replace light fixtures, light bulbs, electrical outlets and circuits which exclusively serve the Leased Premises, drains, sinks and other plumbing fixtures which exclusively serve the Leased Premises, and ducts, vents, grills and other portions of the heating, ventilation and air conditioning delivery system that exclusively serve the Leased Premises.

13) Common Areas. All areas necessary for access to and maintenance of common utilities or utilities servicing one portion of the Master Premises or another shall be accessible to both parties to insure the operation of their respective businesses. Access shall be granted in cases of emergency and in all other cases upon reasonable notice.

14) Signs. The Sublessee shall be permitted to display such signs (which shall remain the property of the Sublessee) as may be approved by the Sublessor outside the Leased Premises which comply with all local rules relating to such sips and the Master Lease.

15) Indemnification by the Sublessee. The Sublessee agrees to indemnify and save the Sublessor harmless from and against any and all claims arising from any act, omission or negligence of the Sublessee or its contractors, licensees, agent, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person or property occurring in, on or about the Leased Premises or any part thereof (except where such accident, injury or damage was in any manner attributable to the acts or omissions of the Sublessor, its contractors, licensees, agents, servants, invitees or employees) and from and against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon.

16) Indemnification by the Sublessor. The Sublessor agrees to indemnify and save the Sublessee harmless from and against any and all claims arising from any act, omission or negligence of the Sublessor or its contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person or property occurring in, on or about any portion of the Master Premises, other than the Leased Premises (except where such accident, injury or damage was in any manner attributable to the acts or omissions of the Sublessee, its contractors, licensees, agents, servants, invitees or employees) and from and against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon.

17) Default. This Agreement is made upon the express condition that if: (a) a default occurs in any of the Sublessee's covenants and agreements herein contained and such default continues for five (5) days in the case of a default in the payment of any rent herein provided, or for thirty (30) days after written notice of a default has been given to the Sublessee in the case of any other default; or (b) if this Agreement, by act of the Sublessee or by operation of law or otherwise, devolves or passes to any party other than the Sublessee, except with the written consent of the Sublessor and the Lessor under the Master Lease, then in any such event the Sublessor may elect, without notice, to terminate this Agreement and

declare the Term ended, to reenter the Leased Premises thereof, either with or without process of law, to expel and remove the Sublessee or any person or persons occupying the Leased Premises, using such force as may be necessary to do so, and again to repossess and enjoy the Leased Premises without prejudice to any remedies which might otherwise be used for arrears or for future accruing rent or other breach or covenants. Such expulsion or removal, whether by direct act of the Sublessor or through the legal proceedings, shall not affect the liability of the Sublessee for the past due rent or future rent to accrue under this Agreement. In any of such events, the Sublessor is hereby authorized to relet the Leased Premises in whole or part upon such terms as the Sublessor may deem best and to that end is hereby authorized, at the Sublessor's option and at the expense of the Sublessee, to clean and repair (to the extent the Sublessee would be responsible for such repairs hereunder) the Leased Premises and, after paying the reasonable expenses of so doing and the costs and expenses of reletting, to apply the net proceeds thereof upon the rent and other charges herein reserved, the Sublessee hereby agreeing to pay any deficiency that may arise.

In the event of the filing of any petition with respect to the Sublessee under the United States Bankruptcy Code or under any laws relating to insolvency or settlement procedures with creditors, or the adjudication of the Sublessee as a bankrupt or insolvent, or the appointment of a receiver for the Sublessee by any court having jurisdiction or the making by the Sublessee of any general assignment for the benefit of creditors, this Agreement shall, at the Sublessor's option, be terminated without requirement of any prior entry or other action by the Sublessor, except that such termination shall become effective only at the expiration of ten (10) days after the Sublessor has given the Sublessee written notice of such election, such notice to be given within thirty (30) days after the Sublessor has acquired knowledge of the occurrence of any such event. Despite any such termination, however, the Sublessor shall be entitled to recover the rent reserved in this Agreement for the remainder of the Term.

The Sublessee agrees to pay and discharge all reasonable costs, attorneys' fees and expenses that may be incurred by the Sublessor in the event of a breach hereof by the Sublessee or in the event it becomes necessary for such other party to enforce the provisions of this Agreement. The Sublessor agrees to pay and discharge all reasonable costs, attorneys' fees and expenses that may be incurred by the Sublessee in the event of a breach hereof by the Sublessor or in the event it becomes necessary for the Sublessee to enforce the provisions of this Agreement.

A waiver of default or breach of the covenants, terms and conditions of this Agreement by either party hereto shall not be deemed a waiver of any subsequent default or breach.

18) Occupancy After the Expiration of the Term. If the Sublessee continues to occupy the Leased Premises after the last day of the Tenn or after the last day of any extension of the Term, and the Sublessor elects to accept rent thereafter, a tenancy from month-to-month only shall be created and not for any longer period; provided, however, in the event that the Sublessee continues to occupy the Leased Premises after the expiration of the Master Lease, it shall be responsible for all costs and expenses incurred by the Sublessor to the Lessor as set forth in the Master Lease.

19) Condemnation. In the event of the condemnation of the Master Premises for public use, each of the parties hereto shall have and retain their separate and independent rights for loss, costs and damages against the condemning authority. In the event of such condemnation of all or substantially all of the Leased Premises, or so much of the improved portion thereof as to render the balance thereof impractical for the use of the Sublessee, as the Sublessee in the exercise of sound business judgment shall determine, this Agreement shall terminate thirty (30) days after the Sublessee so notifies the Sublessor. In the event less than all or substantially all of the Leased Premises is condemned, and the balance remaining may practically be devoted to the use of the Sublessee, as the Sublessee in the exercise of sound business judgment shall determine, this Agreement shall not terminate, but rental shall thereafter be reduced to the extent that the use of the facilities are impaired by such taking.

20) Waiver. The failure of the Sublessor to insist upon a strict performance of any of the terms, conditions and covenant herein shall not be deemed a waiver of any rights or remedies that the Sublessor may have and shall not be deemed a waiver of any subsequent breach of default in the terms, conditions and covenants herein contained.

21) Notices.

(a) All notices to the Sublessee shall be sent by United States certified mail, return receipt requested, addressed to the Sublessee at 950 Lake Drive, Chanhassen, Minnesota 55317, or such other address as the Sublessee shall hereafter designate in writing to the Sublessor.

(b) All notices to the Sublessor shall be sent by United States certified mail, return receipt requested, addressed to the Sublessor at 4405 ArrowsWest Drive, Colorado Springs, Colorado 80907, or at such other address as the Sublessor shall hereafter designate in writing to the Sublessee. Rent shall be paid at this address.

(c) All notices shall be deemed to have, been given when deposited in the United States Mail in sealed envelopes with postage prepaid thereon.

22) Subordination. This Agreement shall be subordinate to any mortgages that may now exist or that may hereafter be placed upon the Master Premises and to any and al) advances made thereunder and to the interest on the indebtedness evidenced by such mortgages, and all renewals, replacements and extensions thereof. Upon receipt of a request from the Lessor under the Master Lease, the Sublessee shall promptly execute and deliver to the Lessor under the Master Lease or to any proposed holder of a mortgage or to any proposed purchaser of the Leased Premises, a certificate certifying that this Agreement is in full force and effect and that there are no offsets against rent nor defenses to the Sublessee's performance under this Sublease Agreement, or setting forth any such offsets or defenses claimed by the Sublessee, as the case may be.

23) Persons Bound. The terms, covenants and conditions hereof shall bind the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

24) Other Provisions. All applicable terms and conditions of the Master Lease are incorporated into and made a part of this Agreement as if the Sublessor were the Lessor thereunder, the Sublessee were the Lessee thereunder, and the Leased Premises were the Master Premises thereunder. The Sublessee assumes and agrees to perform the Lessee's obligations under the Master Lease during the Term to the extent that such obligations are applicable to the Leased Premises, except that the obligation to pay rent to the Lessor under the Master Lease shall be considered performed by Sublessee to the extent and in the amount rent is paid to the Sublessor in accordance with this Agreement. The Sublessee shall not commit or suffer any act or omission that will violate any of the provisions of the Master Lease. The Sublessor shall exercise due diligence in attempting to cause the Lessor to perform its obligations under the Master Lease for the benefit of the Sublessee. If the Master Lease terminates, this Agreement shall terminate and the parties shall be relieved of any further liability or obligation under this Agreement; provided, however, that if the Master Lease terminates as of a result of a default or breach of the Sublessor or the Sublessee under this Agreement and/or the Master Lease, then the defaulting party shall be liable to the non-defaulting party of the damages suffered as a result of such termination. Notwithstanding the foregoing, to the extent that the Master Lease gives the Sublessor any right to terminate the Master Lease in the event of the partial or total damage, destruction or condemnation of the Master Premises, then the exercise of such right by the Sublessor shall not constitute a default or breach hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first above written.

THE SUBLESSOR:

Empak, Inc.

Dated: ---------- , 1999

By: /s/ illegible

Its:

THE SUBLESSEE:

Emplast, Inc.

Dated: 4/29 , 1999

By: /s/ illegible

Its: CEO

Consent to this Agreement by the Lessor:

The undersigned, the Lessor under the Master Lease, hereby consents to this Agreement without waiver of any restriction contained in the Master Lease concerning further assignment or subletting. The Lessor certifies that, as of the date of the Lessor's execution hereof, the Sublessor is not in default or breach of any of the provisions of the Master Lease, and that the Master Lease has not been amended or modified except as expressly set forth in this Agreement.

COUNTY 17, CHANHASSEN PARTNERSHIP

By: _____
Its: Partner

This instrument Was Drafted By:

Robert E. Boyle & Associates, P.A.
145 Paramount Plaza III
7831 Glenroy Road
Bloomington, Minnesota 55439

EXHIBIT 10.11

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT is made and entered into as of March 15, 2000, by and between Fleninge Partnership, a Minnesota general partnership ("Seller"), and Entegris, Inc., a Minnesota corporation, or its assigns ("Purchaser").

WHEREAS, Seller is the owner of certain improved commercial real estate and related personal property, and certain right, title and interest in and to the same, all as described in this Agreement; and

WHEREAS, Purchaser desires to purchase such property from Seller, and Seller desires to sell such property to Purchaser, in accordance with the terms, provisions and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereby agree as follows:

1. Sale of Subject Property. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, all of Seller's right, title and interest in and to the following property (collectively, "Subject Property"):

(a) Real Property. Fee simple interest in that certain parcel of real estate consisting of approximately 4.37 acres, located at 1501 Park Road, Chanhassen, Minnesota, and legally described on Exhibit A attached hereto and made a part hereof ("Land"), together with (i) all building structures, improvements and fixtures owned by Seller or in which Seller has an interest located on the Land, including, without limitation, the office, manufacturing, warehouse and co-generation facilities and storage tanks ("Improvements"), and (ii) all of Seller's rights, privileges, servitudes and appurtenances thereunto belonging or appertaining, including, without limitation, all right, title and interest of Seller, if any, in and to the streets, alleys and rights-of-way adjacent to the Land and the Improvements (collectively, "Real Property").

(b) Personal Property. All of the equipment and personal property owned by Seller and used in the operation of the Real Property and described on Exhibit B attached hereto and made a part hereof ("Personal Property").

(c) Permits. All of Seller's interest in and to the licenses, permits and certificates of occupancy described on Exhibit C attached hereto and made a part hereof, to the extent that the same are assignable ("Permits").

(d) Warranties. All of Seller's interest in and to all unexpired warranties and guaranties (i) given or assigned to, or benefitting, Seller or the Real Property or the Personal Property, (ii) regarding the acquisition, construction, design, use, operation, management or maintenance of the Real Property or the Personal Property, and (iii) described on Exhibit D

attached hereto and made a part hereof, to the extent that the same are assignable ("Warranties").

(e) Plans. All of Seller's interest in and to all final plans and specifications relating to the construction of the Improvements.

(f) Books and Records. All of Seller's books and records regarding acquisition, leasing, maintenance and operation of the Subject Property.

2. Purchase Price. As consideration for the purchase of the Subject Property, Purchaser shall pay to Seller the sum ("Purchase Price") of Two Million Five Hundred Thirty Thousand and No/100 Dollars (US) ($2,530,000.00). The Purchase Price shall be payable at Closing to Seller, or at the direction of Seller, by wire transfer of immediately available funds, plus or minus prorations and other adjustments hereunder.

3. Contingency Periods.

(a) Conditions Precedent. Purchaser's obligation to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction or waiver of each of the following conditions (individually, a "Condition Precedent" and collectively, "Conditions Precedent"), on or before the Closing Date:

(i) Title/Survey. Seller shall furnish to Purchaser (A) a current title insurance commitment for an owner's title insurance policy issued by the Title Company showing title in Seller, with the commitment of the Title Company to remove the general exceptions by means of an extended coverage endorsement ("Commitment"), together with copies of all underlying title documents listed in the Commitment other than any financing documents encumbering the Real Property which will be paid and satisfied prior to or at Closing, and (B) a survey ("Survey") for the Real Property prepared in accordance with the Minimum Standard Detail Requirements for Class A Land Title Surveys jointly established by ALTA/ACSM, as revised in 1992, and certified to Purchaser, Seller and the Title Company. If the Survey discloses survey defects or if the Commitment shows exceptions (collectively, "Unpermitted Encumbrances") other than the matters set forth on Exhibit E attached hereto and made a part hereof (collectively, "Permitted Encumbrances"), then Purchaser shall notify Seller, in writing, on or before a date ten (10) days after Purchaser has received the Commitment and Survey, specifying the Unpermitted Encumbrances. In such event, Purchaser shall have received adequate assurances that the Unpermitted Encumbrances will be removed at or before Closing.

(ii) Documents. Seller shall, within five (5) days following execution of this Agreement deliver to Purchaser true and correct copies of all Permits, Warranties,

Plans and any environmental assessments or soils reports in Seller's possession with respect to the Subject Property, for Purchaser's review and analysis.

(iii) Termination Rights. If any one or more of the Conditions Precedent have not been satisfied on or before the Closing Date, then this Agreement may be terminated, at Purchaser's sole option, by written notice from Purchaser to Seller. Such written notice of termination may be given at any time on or before the Closing Date. Except as otherwise provided herein, upon such termination, and (y) neither party will have any further rights or obligations regarding this Agreement or the Subject Property. Failure of Purchaser to give Seller written notice of termination on or before the Closing Date shall constitute an irrevocable waiver by Purchaser of the Conditions Precedent. Seller and Purchaser hereby acknowledge and agree that all of the Conditions Precedent are specifically stated in this Section 3(a), and are for the sole and exclusive benefit of Purchaser, and that Purchaser shall have the right unilaterally to waive, in whole or in part, any Condition Precedent by written notice to Seller.

4. Covenants by Seller. Seller covenants and agrees with Purchaser that from the date hereof until the "Closing Date" (as defined in Section 8(a) hereof), except as otherwise provided herein, Seller shall refrain from transferring the Subject Property, or any portion thereof, or creating on the Subject Property any easements or restrictions; provided, however, that nothing herein shall preclude Seller's replacement of any equipment, supplies or machinery in the ordinary course of operating the Subject Property with similar equipment, supplies or machinery of at least equal quality and value.

5. Representations and Warranties by Seller. Seller hereby represents and warrants to Purchaser as follows:

(a) Authority. Seller is a general partnership duly organized and validly existing under the laws of the State of Minnesota. Seller has the requisite power and authority to enter into and perform its obligations under this Agreement and under each of Seller's Closing Documents (as such term is defined in Section 9(a) hereof). This Agreement and each of Seller's Closing Documents have been duly authorized by all necessary action on the part of Seller and have been or will be duly executed and delivered by Seller. Seller's execution, delivery and performance of this Agreement and each of Seller's Closing Documents will not conflict with or result in a violation of Seller's organizational documents, or any judgment, order, or decree of any court or arbiter to which Seller is a party. This Agreement and each of Seller's Closing Documents are valid and binding obligations of Seller, and are enforceable against Seller in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, creditors' rights and other similar laws.

(b) Utilities. Seller has received no written notice of actual or threatened reduction or curtailment of any utility service currently supplied to the Real Property.

(c) Hazardous Substances. Seller has not received any notice from any applicable governmental authority that any hazardous substances have been placed or located upon the Real Property in violation of applicable environmental laws.

(d) FIRPTA. Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

(e) Proceedings. There is no action, litigation, condemnation or proceeding of any kind pending or, to the best of Seller's knowledge, threatened against Seller, which would have a material and adverse affect on the ability of Seller to perform its obligations under this Agreement, or against the Real Property or any portion thereof.

(f) Condition of the Real Property. Seller has not received written notice from any governmental authority having jurisdiction over the Real Property of any violation of any applicable law, rule, regulation or code of any such governmental authority, which has not been cured or remedied. Except as disclosed by any engineering reports received by Purchaser with respect to the Real Property, the major structural, mechanical and electrical systems included among the Improvements are in good working order and condition to perform the work or function for which they are intended.

(g) Books and Records. The books and records relating to the Subject Property which have been made or will be made available to Purchaser, and which have been prepared by Seller's property manager, accurately reflect the operation of the Subject Property.

(h) EMPAK Lease. EMPAK, INC., a Minnesota corporation ("EMPAK") is not in default under that certain Lease Agreement by and between Seller (as Landlord) and EMPAK (as Tenant), dated June 15, 1993 (the "EMPAK Lease"), nor is EMPAK in arrears in the payment of any sums or in the performance of any obligations required of it thereunder. Except for Seller's ongoing maintenance responsibilities as landlord, all alterations, installations, decorations and other work required to be performed by Seller, as landlord, under the provisions of the Lease has been completed and fully paid for, or will be completed and fully paid for on or before the Closing Date.

(i) Real Estate Taxes and Special Assessments. Except as shown on any tax bills delivered to Purchaser or as shown on the Commitment, Seller has not received any notice of and, to the best of Seller's knowledge, there is no proposed increase in the assessed valuation of the Subject Property or any special assessments which affect the Subject Property.

(j) Absence of Bankruptcy. Neither Seller nor any of its partners has commenced (within the meaning of any bankruptcy law) a voluntary case, consented to the entry of an order for relief against it in a voluntary case, or has consented to the appointment of a receiver of it or for all or any substantial part of its property, nor has a court of competent jurisdiction entered an order or decree under any Bankruptcy law that is for relief against Seller or any of its

partners in an involuntary case or appoints a receiver of Seller or any of its partners for all or any substantial portion of its property.

(k) Condemnation. Seller has not received from any governmental authority notice of any, and to the best of Seller's knowledge there is no, pending or contemplated condemnation proceedings affecting the Subject Property or any part thereof.

(l) Title to Personal Property. Seller has good and marketable title to, and owns outright, the Personal Property, free and clear of all liens, encumbrances, security interests and adverse claims of any kind or character, other than liens which will be released on or before the Closing Date.

(m) Parking Facilities. The parking facilities included as part of the Subject Property comply with all local and other governmental requirements and there are no operating or other agreements affecting such parking facilities.

(n) Mechanics' Liens. All bills and claims for labor performed and materials furnished to or for the benefit of the Subject Property for all periods prior to the Closing Date have been (or prior to Closing will be) paid in full, and on the Closing Date there shall be no mechanics' liens or materialmen's liens (whether or not perfected) on or affecting the Subject Property.

(o) Driveways and Access. Access to and egress from the Subject Property is available and provided by public streets or roads; and, to the best of Seller's knowledge, there are no federal, state, county, municipal or other governmental plans to change the highway or road system in the vicinity of the Subject Property or to restrict or change access from any such highway or road to the Subject Property.

(p) No Unrecorded Liens. No lender of Seller or any entity affiliated with Seller has a right to encumber the Real Property or the Personal Property, or any part thereof, except for such liens, security interests or other encumbrances as will be discharged on or prior to the Closing Date.

(q) Brokerage Agreements. There does not currently exist any exclusive or continuing leasing or brokerage agreements as to any space in the Real Property.

(r) Insurance. Seller has not received from any insurance company which carries insurance on the Subject Property, or any board of fire underwriters or similar organization, any notice of default or any notice threatening to terminate any of the insurance policies Seller maintains on the Subject Premises. Seller has not received any notice from any insurance company or inspection or rating bureau setting forth any requirements as a condition to the continuation of any insurance coverage on or with respect to the Subject Property or the

continuation thereof at premium rates existing at present, which has not been remedied or satisfied.

(s) No Untrue Statements. No representation and warranty made by Seller in this Agreement contains any untrue statement of a material fact or fails to state a material fact necessary in order to make the statements contained herein not misleading.

6. Representations and Warranties by Purchaser. Purchaser hereby represents and warrants to Seller as follows: (a) Purchaser is a corporation duly organized and validly existing and in good standing under the laws of the State of Minnesota; (b) Purchaser has the requisite power and authority to enter into and perform its obligations under this Agreement and under each of Purchaser's Closing Documents (as such term is defined in Section 9(c) hereof); (c) this Agreement and each of Purchaser's Closing Documents have been duly authorized by all necessary action on the part of Purchaser and have been or will be duly executed and delivered by Purchaser; (d) Purchaser's execution, delivery and performance of this Agreement and each of Purchaser's Closing Documents will not conflict with or result in a violation of Purchaser's organizational documents, or any judgment, order, or decree of any court or arbiter to which Purchaser is a party; and (e) this Agreement and each of Purchaser's Closing Documents are valid and binding obligations of Purchaser, and are enforceable against Purchaser in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, creditors' rights and other similar laws.

7. Other Matters Related to Representations and Warranties of Seller and Purchaser. The respective representations and warranties of Seller and Purchaser contained in this Agreement shall survive Closing; provided, however, that any cause of action that either party may have against the other party by reason of a breach or default of any representations and warranties set forth herein shall automatically expire on the date which is two (2) years after the Closing Date ("Warranty Expiration Date"), except that the same shall not expire as to any such breach or default as to which Purchaser has instituted litigation against Seller prior to the Warranty Expiration Date.

8. Closing.

(a) Closing Date. The closing of the purchase and sale contemplated by this Agreement ("Closing") shall occur on or before May 1, 2000, or on such earlier date as Seller and Purchaser may mutually agree ("Closing Date"), at the office of the Title Company or at such other location as Seller and Purchaser may mutually agree.

(b) Purchaser's Closing Conditions Precedent. Purchaser's obligation to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction or waiver of each of the following conditions ("Purchaser's Closing Conditions Precedent"); provided, however, that Purchaser shall have the unilateral right to waive any Purchaser's Closing Conditions Precedent, in whole or in part, by written notice to Seller:

(i) The representations and warranties of Seller set forth in Section 5 hereof shall be true and complete.

(ii) Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement.

(c) Seller's Conditions Precedent. Seller's obligation to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction or waiver of each of the following conditions ("Seller's Closing Conditions Precedent"); provided, however that Seller shall have the unilateral right to waive any Seller's Closing Conditions Precedent, in whole or in part, by written notice to Purchaser:

(i) The representations and warranties of Purchaser set forth in Section 6 hereof shall be true and complete in all material respects.

(ii) Purchaser shall have performed all of the obligations required to be performed by Purchaser under this Agreement, as and when required by this Agreement, in all material respects.

9. Closing Deliveries.

(a) Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Purchaser, or cause to be executed and/or delivered to Purchaser, the following documents (collectively, "Seller's Closing Documents"):

(i) Deed. A Warranty Deed conveying the Real Property to Purchaser, free and clear of all encumbrances, except the Permitted Encumbrances in the form set forth in Exhibit F attached hereto and made a part hereof.

(ii) Bill of Sale. A Bill of Sale transferring the Personal Property to Purchaser free and clear of all encumbrances in the form set forth in Exhibit G attached hereto and made a part hereof.

(iii) Original Documents. The original versions of the Permits, the Warranties and the Plans, to the extent that the same are in Seller's possession and have not previously been delivered to Purchaser.

(iv) FIRPTA Affidavit. A non-foreign affidavit properly containing such information as is required by Internal Revenue Code Section 1445(b)(2) and the regulations promulgated pursuant thereto.

(v) Title Documents. Such affidavits or other documents as may be reasonably required by the Title Company in order to record the Warranty Deed and to issue the Title Policy (as such term is defined in Section 9(b) hereof).

(vi) A Certificate of Real Estate Value.

(vii) Partner Certificate. A certificate of a partner of Seller dated as of the Closing Date, certifying in such detail as Purchaser may request to the fulfillment of the conditions specified in sections 8(b)(i) and 8(b)(ii).

(b) Title Policy. At Closing, Seller shall cause the Title Company to deliver to Purchaser the owner's title insurance policy as contemplated by the Commitment free and clear of all encumbrances except Permitted Encumbrances ("Title Policy").

(c) Purchaser's Closing Documents. On the Closing Date, Purchaser shall execute and/or deliver to Seller, or cause to be executed and/or delivered to Seller, the following documents (collectively, "Purchaser's Closing Documents"):

(i) Purchase Price. The entire Purchase Price, plus or minus prorations and other adjustments hereunder, if any, by wire transfer of immediately available funds.

(ii) Title Documents. Such affidavits or other documents as may be reasonably required by the Title Company in order to record the Warranty Deed and to issue the Title Policy.

(iii) Officer Certificate. A certificate of an officer of Purchaser dated as of the Closing Date, certifying in such detail as Seller may request to the fulfillment of the conditions specified in sections 8(c)(i) and 8(c)(ii).

(d) Purchaser's and Seller's Closing Documents. On the Closing Date, Seller and Purchaser shall jointly execute and deliver the following:

(i) Closing Statement. A Closing Statement in form and substance reasonably acceptable to both Purchaser and Seller, and consistent with the terms, provisions and conditions of this Agreement.

(ii) Termination of EMPAK Lease. A termination of the EMPAK Lease in form and substance reasonable acceptable to both Purchaser and Seller, effective as of the Closing Date.

(iii) Assignment of Plans, Permits and Warranties and Assumption Agreement. An Assignment of Permits, Warranties and Plans and Assumption Agreement, pursuant to which, among other things, (A) Seller shall assign to Purchaser

all of Seller's right, title and interest as owner in, to and under the Permits, Warranties and Plans, and Purchaser shall assume all obligations of the owner under the Permits, Warranties and Plans with respect to any event, fact or circumstance which occurs on or after the Closing Date; (B) Seller shall defend, indemnify and hold harmless Purchaser from and against any default in the performance by the owner of its obligations under the Permits, Warranties and Plans with respect to any event, fact or circumstance which occurs prior to the Closing Date, and Purchaser shall defend, indemnify and hold harmless Seller from and against any default in the performance by the owner of its obligations under the Permits, Warranties and Plans with respect to any event fact or circumstance which occurs on or after the Closing Date; (C) Purchaser shall defend, indemnify, and hold harmless Seller and its affiliates from any unauthorized use of the Plans, as more particularly set forth in Section 1(e) hereof; and (D) the total liability of either Seller or Purchaser for breach thereof shall be limited to the purchase price of the Subject Property.

(iv) Miscellaneous. Such other documents, instruments and affidavits as shall be reasonably necessary to consummate the transaction contemplated by this Agreement, including, without limitation, affidavits identifying any brokers involved as the only persons entitled to a brokerage or similar commission in connection with the consummation of the transaction contemplated hereby.

10. Adjustment and Prorations. Seller and Purchaser shall make all adjustments and apportion all expenses with respect to the Subject Property, including, without limitation, the following:

(a) Real Estate Taxes and Special Assessments. Seller shall be responsible for payment to the collection authorities of all real estate taxes and installments of special assessments affecting the Real Property (collectively, "Taxes") which have been assessed and which are due and payable as of the date immediately preceding the Closing Date ("Proration Date"), and Purchaser shall be responsible for payment to the collecting authorities of all Taxes which have been or will be assessed and which become due and payable after the Proration Date. There will be no further proration of Taxes.

(b) Title Insurance/Survey. Seller and Purchaser shall each pay fifty percent (50%) of the costs of title examination, preparation of the title commitment and the premium for the owners Title Policy, provided however, that, in the event that the aggregate costs of the title examination, preparation of the title commitment and premium for the owners' Title Policy exceeds $3,500.00, Purchaser's obligation with respect to such costs shall be limited to $1,750.00, and Seller shall pay for the excess of such aggregate costs. Seller shall pay for the cost of the Survey. Purchaser shall pay for the cost of any endorsements to the Title Policy, other than the extended coverage endorsement, which Purchaser is able to obtain from the Title Company. Purchaser shall also pay for the cost of any lender's title insurance policy.

(c) Closing Fee. Seller and Purchaser will each pay one-half of any reasonable and customary closing fee charged by the Title Company.

(d) Deed or Transfer Tax. Seller shall pay all applicable deed, stamp or transfer taxes imposed by the state, county, municipality or other local authority in which the Land is located.

(e) Rents and Similar Items. The current and prepaid rental payments under the EMPAK Lease shall be prorated as of the Proration Date. Any unapplied security deposits in the possession of Seller and any interest accrued thereon which is required to be paid to EMPAK shall be credited to Purchaser at Closing.

(f) Recording Costs. Seller shall pay the cost of recording any documents necessary to place record title in the condition required by this Agreement. Purchaser shall pay the cost of recording the Warranty Deed and all other documents.

(g) Attorneys' Fees. Each of the parties shall pay its own attorneys' fees, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorneys' fees and court costs incurred by the nondefaulting party to enforce successfully its rights regarding such default.

(h) Mortgage Tax. Purchaser shall pay any mortgage tax on the mortgage, if any, securing its financing.

(i) Other Costs. All other costs shall be allocated in accordance with the customs prevailing in similar transactions in the Minneapolis-St. Paul metropolitan area.

Except as otherwise expressly provided in this Agreement, all prorations provided for herein shall be final.

11. Default.

(a) If Purchaser defaults in its obligation to consummate this Agreement, Seller shall be entitled to either (i) terminate this Agreement, or (ii) to enforce specific performance of the terms, provisions and conditions of this Agreement.

(b) If Seller defaults in its obligation to consummate this Agreement, then (i) Purchaser may recover from Seller any and all damages suffered by Purchaser as a result of such default, including, without limitation, reasonable attorneys' fees and costs; and (ii) Purchaser shall further be entitled either to terminate this Agreement, or to enforce specific performance of the terms, provisions and conditions of this Agreement.

(c) The right of either party to enforce specific performance of the terms, provisions and conditions of this Agreement shall terminate six (6) months after the date of the alleged default.

12. Damage. If, prior to the Closing Date, all or any material portion of the Improvements are substantially damaged by fire or other casualty, at Purchaser's option (to be exercised by Purchaser's written notice to Seller given within five (5) business days after the date of substantial damage), this Agreement shall terminate. In the event of any such termination of this Agreement, neither party will have any further obligations under this Agreement. If Purchaser fails to elect to terminate (in the manner provided in this Section 12) despite such damage, or if the Improvements are damaged but not substantially, Seller shall promptly commence to repair such damage and to return the Improvements to substantially their condition prior to such damage, or Purchaser may elect to undertake such repairs in which case Seller shall assign to Purchaser all insurance benefits and proceeds related to such damage. If such damage shall not be completely repaired prior to the Closing Date, but Seller is diligently proceeding to repair, then Seller shall complete the repair after the Closing Date and shall be entitled to receive the proceeds of all insurance related to such damage; provided, however, that Purchaser shall have the right to delay the Closing Date until repair is completed.

13. Condemnation. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any substantial part of the Subject Property, Seller shall immediately give notice to Purchaser of such fact and, at Purchaser's option (to be exercised by Purchaser's written notice to Seller given within 30 days after Seller's initial notice to Purchaser), this Agreement shall terminate. In the event of any such termination of this Agreement, neither party will have any further obligations under this Agreement. If Purchaser fails to elect to terminate (in the manner provided in this Section 13), then there shall be no reduction in the Purchase Price, and Seller shall assign to Purchaser at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that if any action is necessary with respect to such proceeding to avoid any forfeiture or material prejudice, Seller shall be entitled to take such action as and to the extent it reasonably deems necessary, without obtaining Purchaser's prior written consent. For purposes of this Section, the words "substantial part" shall mean the fair market value of the portion of the Subject Property to be so taken exceeds One Hundred Thousand and 00/100ths Dollars ($100,000.00) or if the portion of the Subject Property to be so taken renders the Subject Property, in Purchaser's sole opinion, unsuitable for Purchaser's intended use of the Subject Property.

14. Brokers' Commissions. Seller hereby represents and warrants to Purchaser that in connection with the transaction contemplated hereby, no third party broker or finder has been engaged or consulted by Seller or is entitled to compensation or commission in connection herewith. Seller shall defend, indemnify and hold harmless Purchaser from and against any and all claims of brokers, finders or any like third party claiming any right to commission or compensation by or through any acts of Seller in connection herewith. Purchaser hereby represent and warrants to Seller that in connection with

the transaction contemplate hereby, no third party broker or finder has been engaged or consulted by Purchaser or is entitled to compensation or commission in connection herewith. Purchaser shall defend, indemnify and hold harmless Seller from and against any and all claims of brokers, finders or any like party claiming any right to commission or compensation by or through any acts of Purchaser in connection herewith. The indemnity obligations hereunder shall include all damages, losses, risks, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from and related to matters being indemnified hereunder. No other broker, finder or like party shall be entitled to rely (as a third party beneficiary or otherwise) on the provisions herein in claiming any right to commission or compensation or otherwise.

15. Like-Kind Exchange. Purchaser or Seller may desire to exchange other property of like kind and qualifying use within the meaning of Internal Revenue Code Section 1031 and the regulations promulgated pursuant thereunder, for the Subject Property. Purchaser and Seller therefore expressly reserve the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary, as provided in Treasury Regulations Section 1.1031 (k)-(1)(g)(4), on or before the Closing Date. If so requested, either party shall execute such additional documents and shall take such additional actions as may be necessary or appropriate to facilitate any such like-kind exchange, and otherwise to cooperate in a reasonable manner in connection therewith; provided, however, that neither party shall be obligated to incur any cost, expense or liability in connection therewith or as a result thereof.

16. Notices. Any notice or other communication in connection with this Agreement shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier guaranteeing next day delivery, by facsimile, or by personal delivery, in each case properly addressed as follows:

If to Seller: Fleninge Partnership
121 West Third Street
Chaska, MN 55318
Attn.: Lars Akerberg
Facsimile No.:612-448-6650

With a copy to: William J. Platt
218 Pine Street
Chaska, MN 55318
Facsimile No.:612-448-4029

If to Purchaser: Entegris, Inc.
3500 Lyman Blvd.
Chaska, MN 55318
Attn.: Guy Milliren, Sr. Vice President - Operations
Facsimile No.: 612-556-8644

With a copy to: Dunkley, Bennett & Christensen, P.A.
701 Fourth Avenue South, Suite 700
Minneapolis, MN 55415
Attn.: Jay L. Bennett
Facsimile No.: 612-339-9545

All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified mail, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery, and on the same day if sent by personal delivery, facsimile (with proof of delivery or transmission). Attorneys for each party shall be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

17. Captions. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

18. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein contained. All prior negotiations, discussions, writings and agreements between the parties with respect to the subject matter herein contained are superseded and of no further force and effect. No covenant, term or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

21. Severability. The unenforceability or invalidity of any provisions hereof shall not render any other provision herein contained unenforceable or invalid.

22. Time of Essence. Time is of the essence of this Agreement.

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

24 Exhibits. The following exhibits are attached hereto and made a part hereof, with the same force and effect as if specifically set forth herein:

Exhibit A -- Legal description of Land

Exhibit B -- Description of Personal Property
Exhibit C -- Schedule of Permits
Exhibit D -- Schedule of Warranties
Exhibit E -- Permitted Encumbrances
Exhibit F -- Deed
Exhibit G -- Bill of Sale

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

SELLER:	PURCHASER:
FLENINGE PARTNERSHIP	ENTEGRIS, INC.
By: /s/ Lars Akerberg	By: /s/ John Villas
Lars Akerberg	John Villas
Its General Partner	Its Chief Financial Officer

EXHIBIT A

Legal Description of Land

Lot Eight (8) and Nine (9), Block Five (5), Chanhassen Lakes Business Park

EXHIBIT B

Description of Personal Property

EXHIBIT C

Schedule of Permits

EXHIBIT D

Schedule of Warranties

EXHIBIT E

Permitted Encumbrances

1. Taxes and assessments which are a lien, but which are not yet billed, or are billed all but are not yet delinquent, and any assessments not shown on the public record as of the date of closing;

2. Assessment Agreement dated May 3, 1982, filed August 26, 1982 as Document No. 35566, Office of the Registrar of Titles, Carver County, Minnesota.

3. Declaration of Covenants and Restrictions dated August 13, 1979, filed August 21, 1979 in the Office of the Carver County Recorder in Book 41 of Miscellaneous at pages 254 through 268 as Document No. 43770.

4. Survey of Bolton & Menk, Inc. dated April 11, 1991 discloses the encroachment of an electric transformer over and upon the Northeasterly lot lines of the Real Property.

5. Such other covenants, conditions, restrictions, easements or other title matters and exceptions as may be consented to by Purchaser in a separate writing.

EXHIBIT F

AFTER RECORDING,
PLEASE RETURN TO:

Dunkley, Bennett & Christensen, P.A.
Attn.: William R. Peck
701 Fourth Avenue South, Suite 700
Minneapolis, MN 55415

WARRANTY DEED

THIS DEED is made and entered into on _____, 2000, by and between Fleninge Partnership, a Minnesota general partnership, whose address is 121 West Third Street, Chaska, Minnesota 55318 ("Grantor") and Entegris, Inc., a Minnesota corporation, whose address is 3500 Lyman Blvd., Chaska, MN 55318 ("Grantee").

WITNESSETH:

In consideration of Two Million Five Hundred Thirty Thousand and No/100 Dollars (US) ($2,530,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY, with Warranty, unto Grantee, its successors and assigns, in fee simple, the parcel of land located in the City of Chanhassen, County of Carver, State of Minnesota, described on Exhibit A attached hereto.

TOGETHER with all buildings, fixtures and other improvements located in or on such parcel of land; and

TOGETHER with all easements, right-of-way, appurtenances, licenses and privileges belonging or appurtenant to such land; and

TOGETHER with all mineral, gas, oil and water rights, sewer rights, other utility rights, and development rights now or hereafter allocated or allocable to such land; and

TOGETHER with all right, title and interest of Grantor in and to any land lying in the bed of any street, road, avenue or alley, open or closed, adjacent to such land, to the center line thereof.

TO HAVE AND TO HOLD all of the aforesaid property (the "Property") unto the use and benefit of Grantee, its successors and assigns, in fee simple forever,

This conveyance is expressly made subject to easements, covenants, conditions and restrictions of record insofar as they lawfully affect the Property.

Grantor covenants that it has the right to convey the Property to Grantee and that Grantor will execute such further assurances of the Property as may be requisite.

IN WITNESS WHEREOF, Grantor has caused its duly authorized officer to execute and deliver this Deed as of the date first above written.

GRANTOR:
FLENINGE PARTNERSHIP,
a Minnesota general partnership

By:

Name: Lars Akerberg
Its: General Partner

STATE OF MINNESOTA
COUNTY OF

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Lars Akerberg who is a general partner of Fleninge Partnership, a Minnesota general partnership, is signed to the foregoing and annexed instrument, did personally appear before me this day and acknowledged the same to be the act and deed of said corporation.

GIVEN under my hand and seal this _____ day of _____, 2000.

NOTARY PUBLIC

My Commissions Expires:_____

EXHIBIT G

Bill of Sale

THIS BILL OF SALE ("Bill of Sale") is executed on this _____ day of _____, 2000, by Fleninge Partnership, a Minnesota general partnership, having an office at 121 West Third Street, Chaska, Minnesota 55318 ("Seller"), in favor of Entegris, Inc., a Minnesota corporation having an office at whose address is 3500 Lyman Blvd., Chaska, MN 55318 ("Purchaser").

1. Reference to Purchase Agreement. Reference is made to a Real Estate Purchase and Sale Agreement dated _____, 2000, between Seller and Purchaser, pursuant to which Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, the improved real property and other assets described therein (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Sale. For good and valuable consideration received by Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns and transfers the Personal Property to Purchaser. Seller covenants and agrees to warrant and forever defend title to the Personal Property unto Purchaser against all and every person or persons, Except as set forth in the immediately preceding sentence, Seller makes no warranties or representations as to the Personal Property.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale the day and year first above written.

SELLER:
FLENINGE PARTNERSHIP,
a Minnesota general partnership

By:

Its General Partner

STATE OF MINNESOTA
COUNTY OF _____

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Lars Akerberg who is a general partner of Fleninge Partnership, a Minnesota general partnership, is signed to the foregoing and annexed instrument, did personally appear before me this day and acknowledged the same to be the act and deed of said corporation.

GIVEN under my hand and seal this _____ day of _____, 2000.

NOTARY PUBLIC

My Commissions Expires:_____

EXHIBIT 10.12

PROMISSORY NOTE

$801,347

City of Colorado Springs
County of El Paso
State of Colorado

For value received, Wayne C. Bongard estate, promises to pay to the order of Empak, Inc. (the "Payee" or "Holder"), at 4405 Arrowswest Drive, Colorado Springs, Colorado 80907, or at such other place as the Holder may designate in writing, the sum of Eight Hundred One Thousand Three Hundred Forty Seven Dollars ($801,347) together with interest from April 15, 1999 until paid at the rate of eight percent (8%) per annum.

Principal will be repaid in equal installments over a 36-month period beginning October 15, 2001.

Interest shall be paid to Empak, Inc. on a quarterly basis due on May 15th, August 15th, November 15th, February 15th until such time that repayment of the principal amount of this note begins. At that time, interest will become part of each principal payment installment.

This Promissory Note is subject to prepayment at any time in whole or in part without prepayment penalty.

This note will be governed by and construed in accordance with the laws of the State of Colorado.

Executed this 15th day of April, 1999:

/s/ Jim Bernards
Jim Bernards
WCB Estate Executor CFO--Empak, Inc.

/s/ Jerry Urbanski
Jerry Urbanski

EXHIBIT 10.13

PROMISSORY NOTE

$4,138,379.00 Chaska, Minnesota

In consideration for the surrender and cancellation of applicable stock certificates reflecting ownership of 68,950 shares of Fluoroware, Inc. stock and pursuant to an agreement under the corporation's applicable Stock Purchase and Redemption Agreement, Fluoroware, Inc. hereby agrees to pay to Dan Quernemoen and/or to his heirs or assigns the sum of Four Million One Hundred Thirty Eight Thousand Three Hundred Seventy-Nine and 00/100ths Dollars ($4,138,379.00) at eight percent (8%) interest over a term of fifteen (15) years as more particularly specified on the "Amortization of Redemption Financing" schedule attached hereto as Exhibit A.

This Promissory Note is an unsecured obligation of the corporation and shall be deemed subordinate in right of payment of existing and future secured obligations of the corporation as well as existing and future unsecured senior Notes and Bank lines of credit.

Dated: January 5, 1996

FLUOROWARE, INC.

By: /s/ Stan Geyer

Stan Geyer
President

FLUOROWARE, INC. NOTE PAYABLE TO
DAN QUERNEMOEN
JANUARY 5, 1996

PROMISSORY NOTE VALUE	$4,138,379.00
MONTHLY PAYMENT IN ADVANCE	$39,286.59
ANNUAL INTEREST RATE (%)	8.00

NOTE VALUE = 68,950(SHARES) $60.02(BOOK VALUE) = $4,138,379

DATE	PERIOD	PAYMENT	INTEREST PAID	BALANCE PAID	OUTSTANDING BALANCE
JANUARY 5, 1996	0	$39,286.59	$0.00	39,286.59	$4,099,092.41
	1	39,286.59	27,327.28	11,959.31	4,087,133.09
	2	39,286.59	27,247.55	12,039.04	4,075,094.05
	3	39,286.59	27,167.29	12,119.30	4,062,974.74
	4	39,286.59	27,086.50	12,200.09	4,050,774.65
	5	39,286.59	27,005.16	12,281.43	4,038,493.21
	6	39,286.59	26,923.29	12,363.30	4,026,129.91
	7	39,286.59	26,840.87	12,445.72	4,013,684.18
	8	39,286.59	26,757.89	12,528.70	4,001,155.48
	9	39,286.59	26,674.37	12,612.22	3,988,543.25
	10	39,286.59	26,590.29	12,696.30	3.975,846.95
	11	39,286.59	26,505.65	12,780.94	3,963,066.01
JANUARY 5, 1997	12	39,286.59	26,420.44	12,866.15	3,950,199.85
	13	39,286.59	26,334.67	12,951.92	3,937,247.93
	14	39,286.59	26,248.32	13,038.27	3,924,209.65
	15	39,286.59	26,161.40	13,125.19	3,911,084.46
	16	39,286.59	26,073.90	13,212.69	3,897,871.76
	17	39,286.59	25,985.81	13,300.78	3,884,570.98
	18	39,286.59	25,897.14	13,389.45	3,871,181.52
	19	39,286.59	25,807.88	13,478.71	3,857,702.81
	20	39,286.59	25,718.02	13,568.57	3,844,134.23
	21	39,286.59	25,627.56	13,659.03	3,830,475.20
	22	39,286.59	25,536.50	13,750.09	3,816,725.11
	23	39,286.59	25,444.83	13,841.76	3,802,883.34
JANUARY 5, 1998	24	39,266.59	25,352.56	13,934.03	3,788,949.31
	25	39,286.59	25,259.66	14,026.93	3,774,922.37
	26	39,286.59	25,166.15	14,120.44	3,760,801.93
	27	39,286.59	25,072.01	14,214.58	3,746,587.34
	28	39,286.59	24,977.25	14,309.34	3,732,278.00
	29	39,286.59	24,881.85	14,404.74	3,717,873.25
	30	39,286.59	24,785.82	14,500.77	3,703,372.48
	31	39,286.59	24,689.15	14,597.44	3,688,775.03
	32	39,286.59	24,591.83	14,694.76	3,674,080.27
	33	39,286.59	24,493.87	14,792.72	3,659,287.55
	34	39,286.59	24,395.25	14,891.34	3,644,396.20
	35	39,286.59	24,295.97	14,990.62	3,629,405.58
JANUARY 5, 1999	36	39,286.59	24,196.04	15,090.55	3,614,315.02
	37	39,286.59	24,095.43	15,191.16	3,599,123.86
	38	39,286.59	23,994.16	15,292.43	3,583,831.42
	39	39,286.59	23,892.21	15,394.38	3,568,437.04
	40	39,286.59	23,789.58	15,497.01	3,552,940.02
	41	39,286.59	23,686.27	15,600.32	3,537,339.70

FLUOROWARE, INC. NOTE PAYABLE TO
DAN QUERNEMOEN
JANUARY 5, 1996

PROMISSORY NOTE VALUE	$4,138,379.00
MONTHLY PAYMENT IN ADVANCE	$39,286.59
ANNUAL INTEREST RATE (%)	8.00

NOTE VALUE = 68,950(SHARES) $60.02(BOOK VALUE) = $4,138,379

DATE	PERIOD	PAYMENT	INTEREST PAID	BALANCE PAID	OUTSTANDING BALANCE
	42	39,286.59	23,582.26	15,704.33	3,521,635.38
	43	39,286.59	23,477.57	15,809.02	3,505,826.34
	44	39,286.59	23,372.18	15,914.41	3,489,911.93
	45	39,286.59	23,266.08	16,020.51	3,473,891.41
	46	39,286.59	23,159.28	16,127.31	3,457,764.10
	47	39,286.59	23,051.76	16,234.83	3,441,529.26
JANUARY 5, 2000	48	39,286.59	22,943.53	16,343.06	3,425,186.20
	49	39,286.59	22,834.57	16,452.02	3,408,734.17
	50	39,286.59	22,724.89	16,561.70	3,392,172.47
	51	39,286.59	22,614.48	16,672.11	3,375,500.35
	52	39,286.59	22,503.34	16,783.25	3,358,717.10
	53	39,286.59	22,391.45	16,895.14	3,341,821.95
	54	39,286.59	22,278.81	17,007.78	3,324,814.17
	55	39,286.59	22,165.43	17,121.16	3,307,693.01
	56	39,286.59	22,051.29	17,235.30	3,290,457.70
	57	39,286.59	21,936.38	17,350.21	3,273,107.49
	58	39,286.59	21,820.72	17,465.87	3,255,641.61
	59	39,286.59	21,704.28	17,582.31	3,238,059,30
JANUARY 5, 2001	60	39,286.59	21,587.06	17,699.53	3,220,359.76
	61	39,286.59	21,469.07	17,817.52	3,202,542.24
	62	39,286.59	21,350.28	17,936.31	3,184,605.92
	63	39,286.59	21,230.71	18,055.88	3,166,550.04
	64	39,286.59	21,110.33	18,176.26	3,148,373.77
	65	39,286.59	20,989.16	18,297.43	3,130,076.34
	66	39,286.59	20,867.18	18,419.41	3,111,656.93
	67	39,286.59	20,744.38	18,542.21	3,093,114.71
	68	39,286.59	20,620.76	18,665.83	3,074,448.88
	69	39,286.59	20,496.33	18,790.26	3,055,658.61
	70	39,286.59	20,371.06	18,915.53	3,036,743.08
	71	39,286.59	20,244.95	19,041.64	3,017,701.43
JANUARY 5, 2002	72	39,286.59	20,118.01	19,168.58	2,998,532.85
	73	39,286.59	19,990.22	19,296.37	2,979,236.47
	74	39,286.59	19,861.58	19,425.01	2,959,811.46
	75	39,286.59	19,732.08	19,554.51	2,940,256.94
	76	39,286.59	19,601.71	19,684.88	2,920,572.06
	77	39,286.59	19,470.48	19,816.11	2,900,755.95
	78	39,286.59	19,338.37	19,948.22	2,880,807.72
	79	39,286.59	19,205.38	20,081.21	2,860,726.51
	80	39,286.59	19,071.51	20,215.08	2,840,511.42
	81	39,286.59	18,936.74	20,349.85	2,820,161.57
	82	39,286.59	18,801.08	20,485.51	2,799,676.05
	83	39,286.59	18,664.51	20,622.08	2,779,053.97

FLUOROWARE, INC. NOTE PAYABLE TO
DAN QUERNEMOEN
JANUARY 5, 1996

PROMISSORY NOTE VALUE	$4,138,379.00
MONTHLY PAYMENT IN ADVANCE	$39,286.59
ANNUAL INTEREST RATE (%)	8.00

NOTE VALUE = 68,950(SHARES) $60.02(BOOK VALUE) = $4,138,379

DATE	PERIOD	PAYMENT	INTEREST PAID	BALANCE PAID	OUTSTANDING BALANCE
JANUARY 5,2003	84	39,286.59	18,527.03	20,759.58	2,758,294.40
	85	39,286.59	18,388.63	20,897.96	2,737,396.44
	86	39,286.59	18,249.31	21,037.28	2,716,359.15
	87	39,286.59	18,109.06	21,177.53	2,695,181.62
	88	39,286.59	17,967.88	21,318.71	2,673,862.91
	89	39,286.59	17,825.75	21,460.84	2,652,402.06
	90	39,286.59	17,682.68	21,603.91	2,630,798.15
	91	39,286.59	17,538.65	21,747.94	2,609,050.20
	92	39,286.59	17,393.67	21,892.92	2,587,157.28
	93	39,286.59	17,247.72	22,038.87	2,565,118.40
	94	39,286.59	17,100.79	22,185.80	2,542,932.60
	95	39,286.59	16,952.88	22,333.71	2,520,598.88
JANUARY 5, 2004	96	39,286.59	16,803.99	22,482.60	2,498,116.28
	97	39,286.59	16,654.11	22,632.48	2,475,483.80
	98	39,286.59	16,503.23	22,783.36	2,452,700.43
	99	39,286.59	16,351.34	22,935.25	2,429,765.18
	100	39,286.59	16,198.43	23,088.16	2,406,677.01
	101	39,286.59	16,044.51	23,242.08	2,383,434.93
	102	39,286.59	15,889.57	23,397.02	2,360,037.90
	103	39,286.59	15,733.59	23,553.00	2,336,484.90
	104	39,286.59	15,576.57	23,710.02	2,312,774.87
	105	39,286.59	15,418.50	23,868.09	2,288,906.78
	106	39,286.59	15,259.38	24,027.21	2,264,879.56
	107	39,286.59	15,099.20	24,187.39	2,240,692.17
JANUARY 5,2005	108	39,286.59	14,937.95	24,348.64	2,216,343.53
	109	39,286.59	14,775.62	24,510.97	2,191,832.55
	110	39,286.59	14,612.22	24,674.37	2,167,158.18
	111	39,286.59	14,447.72	24,838.87	2,142,319.30
	112	39,286.59	14,282.13	25,004.46	2,117,314.84
	113	39,286.59	14,115.43	25,171.16	2,092,143.67
	114	39,286.59	13,947.62	25,338.97	2,066,804.70
	115	39,286.59	13,778.70	25,507.89	2,041,296.80
	116	39,286.59	13,608.65	25,677.94	2,015,618.86
	117	39,286.59	13,437.46	25,849.13	1,989,769.72
	118	39,286.59	13,265.13	26,021.48	1,963,748.26
	119	39,286.59	13,091.66	26,194.93	1,937,553.33
JANUARY 5, 2006	120	39,286.59	12,917.02	26,369.57	1,911,183.75
	121	39,286.59	12,741.23	26,545.36	1,884,638.39
	122	39,286.59	12,564.26	26,722.33	1,857,916.05
	123	39,286.59	12,386.11	26,900.48	1,831,015.57
	124	39,286.59	12,206.77	27,079.82	1,803,935.74
	125	39,286.59	12,026.24	27,260.35	1,776,675.39

FLUOROWARE, INC. NOTE PAYABLE TO
DAN QUERNEMOEN
JANUARY 5, 1996

PROMISSORY NOTE VALUE	$4,138,379.00
MONTHLY PAYMENT IN ADVANCE	$39,286.59
ANNUAL INTEREST RATE (%)	8.00

NOTE VALUE = 68,950(SHARES) $60.02(BOOK VALUE) = $4,138,379

DATE	PERIOD	PAYMENT	INTEREST PAID	BALANCE PAID	OUTSTANDING BALANCE
	126	39,286.59	11,844.50	27,442.09	1,749,233.29
	127	39,286.59	11,661.56	27,625.03	1,721,608.26
	128	39,286.59	11,477.39	27,809.20	1,693,799.05
	129	39,286.59	11,291.99	27,994.60	1,665,804.45
	130	39,286.59	11,105.36	28,181.23	1,637,623.22
	131	39,286.59	10,917.49	28,369.10	1,609,254.11
JANUARY 5, 2007	132	39,286.59	10,728.36	28,558.23	1,580,695.88
	133	39,286.59	10,537.97	28,748.62	1,551,947.25
	134	39,286.59	10,346.32	28,940.27	1,523,006.98
	135	39,286.59	10,153.38	29,133.21	1,493,873.76
	136	39,286.59	9,959.16	29,327.43	1,464,546.33
	137	39,286.59	9,763.64	29,522.95	1,435,023.37
	138	39,286.59	9,566.82	29,719.77	1,405,303.60
	139	39,286.59	9,368.69	29,917.90	1,375,385.69
	140	39,286.59	9,169.24	30,117.35	1,345,268.34
	141	39,286.59	8,968.46	30,318.13	1,314,950.21
	142	39,286.59	8,766.33	30,520.26	1,284,429.94
	143	39,286.59	8,562.87	30,723.72	1,253,706.22
JANUARY 5, 2008	144	39,266.59	8,358.04	30,928.55	1,222,777.66
	145	39,286.59	8,151.85	31,134.74	1,191,642.92
	146	39,286.59	7,944.29	31,342.30	1,160,300.61
	147	39,286.59	7,735.34	31,551.25	1,128,749.38
	148	39,286.59	7,525.00	31,761.59	1,096,987.76
	149	39,286.59	7,313-25	31,973.34	1,065,014.42
	150	39,286.59	7,100.10	32,186.49	1,032,827.92
	151	39,286.59	6,885.52	32,401.07	1,000,426.85
	152	39,286.59	6,669.51	32,617.08	967,809.77
	153	39,286.59	6,452.07	32,834.52	934,975.24
	154	39,286.59	6,233.17	33,053.42	901,921.82
	155	39,286.59	6,012.81	33,273.78	868,648.03
JANUARY 5,2009	156	39,286.59	5,790.99	33,495.80	835,152.43
	157	39,286.59	5,567.68	33,718.91	801,433.51
	158	39,286.59	5,342.89	33,943.70	767,489.81
	159	39,286.59	5,116.60	34,169.99	733,319.81
	160	39,286.59	4,888.80	34,397.79	698,922.02
	161	39,286.59	4,659.48	34,627.11	664,294.90
	162	39,286.59	4,428.63	34,857.96	629,436.94
	163	39,286.59	4,196.25	35,090.34	594,346.60
	164	39,286.59	3,962.31	35,324.28	559,022.31
	165	39,286.59	3,726.82	35,559.77	523,462.54
	166	39,286.59	3,489.75	35,796.64	487,665.69
	167	39,286.59	3,251.10	36,035.49	451,630.20

FLUOROWARE, INC. NOTE PAYABLE TO
DAN QUERNEMOEN
JANUARY 5, 1996

PROMISSORY NOTE VALUE	$4,138,379.00
MONTHLY PAYMENT IN ADVANCE	$39,286.59
ANNUAL INTEREST RATE (%)	8.00

NOTE VALUE = 68,950(SHARES) $60.02(BOOK VALUE) = $4,138,379

DATE	PERIOD	PAYMENT	INTEREST PAID	BALANCE PAID	OUTSTANDING BALANCE
IANUARY 5, 2010	168	39,288.59	3,010.87	36,275.72	415,354.47
	169	39,286.59	2,769.03	38,517.56	378,836.91
	170	39,286.59	2,525.58	36,761.01	342,075.89
	171	39,286.59	2,280.51	37,006.08	305,069.81
	172	39,286.59	2,033.80	37,252.79	267,817.01
	173	39,286.59	1,785.45	37,501.14	230,315.87
	174	39,286.59	1,535.44	37,751.15	192,564.72
	175	39,286.59	1,283.76	38,002.83	154,561.88
	176	39,286.59	1,030.41	38,256.18	116,305.70
	177	39,286.59	775.37	38,511.22	77,794.47
	178	39,286.59	518.63	38,767.96	39,026.51
	179	39,286.68	260.18	39,026.50	0.00
JANUARY 5, 2011	180	0.00	0.00	0.00	0.00
		$7,071,587.11	$2,933,208.11	$4,138,379.00	

EXHIBIT 10.14

GUARANTY

THIS GUARANTY, dated as of March 1, 1994, is made and given by EMPAK, INC., a Minnesota corporation (the "Guarantor"), in favor of FIRST BANK NATIONAL ASSOCIATION, a national banking association (the "Bank").

RECITALS

A. The Bank has extended and/or may from time to time hereafter extend credit accommodations to Wayne C. Bongard, a resident of the State of Minnesota (the "Borrower").

B. In connection with those credit accommodations the Bank has required that this Guaranty be executed and delivered by the Guarantor.

C. Guarantor leases real estate from the Borrower, the acquisition of which has been financed by the Bank.

D. The Guarantor expects to derive benefits from the extension of credit accommodations to the Borrower by the Bank and finds it advantageous, desirable and in the best interests of the Guarantor to execute and deliver this Guaranty to the Bank.

NOW, THEREFORE, In consideration of the credit accommodations to be extended to the Borrower and for other good and valuable consideration, the Guarantor hereby covenants and agrees with the bank as follows:

Section 1. Defined Terms. As used in this Guaranty the following terms shall have the meaning indicated:

"Bank" shall have the meaning indicated in the opening paragraph hereof.

"Borrower" shall have the meaning indicated in Recital A.

"Guarantor" shall have the meaning indicated in the opening paragraph hereof.

"Obligations" shall mean all liabilities and obligations of the Borrower to the Bank under that certain Loan Agreement by and between the Borrower and the Bank and dated as of March 1, 1994, and all principal of, and interest on, that certain promissory note of the Borrower to the Bank dated March 1, 1994 and any extension, renewal or replacement thereof, in all cases whether due or to become due, and whether now existing or hereafter arising or incurred.

"Person" shall mean any individual, corporation, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision or any other entity, whether acting in an individual, fiduciary or other capacity.

Section 2. The Guaranty. The Guarantor hereby absolutely and unconditionally guarantees to the Bank the payment when due (whether at a stated maturity or earlier by reason of acceleration or otherwise) and performance of the Obligations.

Section 3. Continuing Guaranty. This Guaranty is an absolute, unconditional, complete and continuing guaranty of payment and performance of the Obligations, and the obligations of the Guarantor hereunder shall not be released, in whole or in part, by any action or thing which might, but for this provision of this Guaranty, be deemed a legal or equitable discharge of a surety or guarantor, other than irrevocable payment and performance in full of the Obligations. No notice of the Obligations to which this Guaranty may apply, or of any renewal or extension thereof need be given to the Guarantor and none of the foregoing acts shall release the Guarantor from liability hereunder. The Guarantor hereby expressly waives (a) demand of payment, presentment, protest, notice of dishonor, nonpayment or nonperformance on any and all forms of the Obligations; (b) notice of acceptance of this Guaranty and notice of any liability to which it may apply; (c) all other notices and demands of any kind and description relating to the Obligations now or hereafter provided for by any agreement, statute, law, rule or regulation; and (d) any and all defenses of the Borrower pertaining to the Obligations except for the defense of discharge by payment. The Guarantor shall not be exonerated with respect to the Guarantor's liabilities under this Guaranty by any act or thing except irrevocable payment and performance of the Obligations, it being the purpose and intent of this Guaranty that the Obligations constitute the direct and primary obligations of the Guarantor and that the covenants, agreements and all obligations of the Guarantor hereunder be absolute, unconditional and irrevocable. The Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage, deed of trust or security agreement securing all or any part of the Obligations, whether or not the liability of the Borrower or any other Person for such deficiency is discharged pursuant to statute, judicial decision or Person for such or otherwise. The acceptance of this Guaranty by the Bank is not intended and does not release any liability previously existing of any guarantor or surety of any indebtedness of the Borrower to the Bank.

Section 4. Other Transactions. The Bank is expressly authorized (a) to exchange, surrender or release with or without consideration any or all collateral and security which may at any time be placed with it by the Borrower or by any other Person or to forward or deliver any or all such collateral and security directly to the Borrower for collection and remittance or for credit, or to collect the same in any other manner without notice to the Guarantor; and (b) to amend, modify, extend or supplement the Credit Agreement, any note or other instrument evidencing the Obligations or any part thereof and any other agreement with respect to the Obligations, waive compliance by the Borrower or any other Person with the respective terms thereof and settle or compromise any of the Obligations without notice to the Guarantor and without in any manner affecting the absolute liabilities of the

Guarantor hereunder. No invalidity, irregularity or unenforceability of all or any part of the Obligations or of any security therefor or other recourse with respect thereto shall affect, impair or be a defense to this Guaranty. The liabilities of the Guarantor hereunder shall not be affected or impaired by any failure, delay, neglect or omission on the part of the Bank to realize upon any of the Obligations of the Borrower to the Bank, or upon any collateral or security for any or all of the Obligations, nor by the taking by the Bank of (or the failure to take) any other guaranty or guaranties to secure the Obligations, nor by the taking by the Bank of (or the failure to take or the failure to perfect its security interest in or other Lien on) collateral or security of any kind. No act or omission of the Bank, whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of the Guarantor, shall affect or impair the obligations of the Guarantor hereunder. The Guarantor acknowledges that this Guaranty is in effect and binding without reference to whether this Guaranty is signed by any other Person or Persons, that possession of this Guaranty by the Bank shall be conclusive evidence of due delivery hereof by the Guarantor and that this Guaranty shall continue in full force and effect, both as to the Obligations then existing and/or thereafter created notwithstanding the release of or extension of time to any other guarantor of the Obligation or any part thereof.

Section 5. Actions Not Required. The Guarantor hereby waives any and all right to cause a marshalling of the assets of the Borrower or any other action by any court or other governmental body with respect thereto or to cause the Bank to proceed against any security for the Obligations or any other recourse which the Bank may have with respect thereto and further waives any and all requirements that the Bank institute any action or proceeding at law or in equity, or obtain any judgment, against the Borrower or any other Person, or with respect to any collateral security for the Obligations, as a condition precedent to making demand on or bringing an action or obtaining and/or enforcing a judgment against, the Guarantor upon this Guaranty. The Guarantor further acknowledges that time is of the essence with respect to the Guarantor's obligations under this Guaranty. Any remedy or right hereby granted which shall be found to be unenforceable as to any Person or under any circumstance, for any reason, shall in no way limit or prevent the enforcement of such remedy or right as to any other Person or circumstance, nor shall such unenforceability limit or prevent enforcement of any other remedy or right hereby granted.

Section 6. No Subrogation. Notwithstanding any payment or payments made by the Guarantor hereunder or any setoff or application of funds of the Guarantor by the Bank, the Guarantor shall not be entitled to be subrogated to any of the rights of the Bank against the Borrower or any other guarantor or any collateral security or guaranty or right of offset held by the Bank for the payment of the Obligations, nor shall the Guarantor seek or be entitled to seek any contribution or reimbursement from the borrower or any other guarantor in respect of payments made by the Guarantor hereunder, until all amounts owing to the Bank by the borrower on account of the Obligations are paid in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid in full, such amount shall be held by the Guarantor in trust for the Bank, segregated from other fund of the Guarantor, and shall, forthwith upon receipt by the Guarantor, be turned over to the Bank, if required), to be applied against the Obligations, whether matured or

unmatured, in such order as the Bank may determine. Notwithstanding any of the foregoing, to the extent

(a) any right of subrogation which the Guarantor may have pursuant to this Guaranty or otherwise, or

(b) any right of reimbursement or contribution or similar right against the Borrower, any property of the Borrower or any other guarantor of any of the Obligations

would result in the Guarantor being a "creditor" of the Borrower within the meaning of Section 547 of Title 11 of the United States Bankruptcy Code as now in effect or hereafter amended, or any comparable provision of any successor statute, the Guarantor hereby irrevocably waives such right of subrogation, reimbursement or contribution.

Section 7. Application of Payments. Any and all payments upon the Obligations made by the Guarantor or by any other Person, and/or the proceeds of any or all collateral or security for any of the Obligations, may be applied by the Bank on such items of the Obligations as the Bank may elect.

Section 8. Recovery of Payment. If any payment received by the Bank and applied to the Obligations is subsequently set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of the Borrower or any other obligor), the Obligations to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Obligations as fully as if such application had never been made. References in this Guaranty to amounts "Irrevocably paid" or to "irrevocable payment" refer to payments that cannot be set aside, recovered, rescinded or required to be returned for any reason.

Section 9. Borrower's Financial Condition. The Guarantor is familiar with the financial condition of the Borrower, and the Guarantor has executed and delivered this Guaranty based on the Guarantor's own judgment and not in reliance upon any statement or representation of the Bank. The Bank shall have no obligation to provide the Guarantor with any advice whatsoever or to inform the Guarantor at any time of the Bank's actions, evaluations or conclusions on the financial condition or any other matter concerning the Borrower.

Section 10. Remedies. All remedies afforded to the Bank by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one of such remedies, whether or not exercised by the Bank, shall be deemed to be in exclusion of any of the other remedies available to the Bank and shall in no way limit or prejudice any other legal or equitable remedy which the Bank may have hereunder and with respect to the Obligations. Mere delay or failure to act shall not preclude the exercise or enforcement of any rights and remedies available to the Bank.

Section 11. Bankruptcy of the Borrower. The Guarantor expressly agrees that the liabilities and obligations of the Guarantor under this Guaranty shall not in any way be impaired or otherwise affected by the institution by or against the Borrower or any other Person of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors and that an discharge of any of the Obligations pursuant to any such bankruptcy or similar law or other law shall not diminish, discharge or otherwise affect in any way the obligations of the Guarantor under this Guaranty, and that upon the institution of any of the above actions, such obligations shall be enforceable against the Guarantor.

Section 12. Costs and Expenses. The Guarantor will pay or reimburse the Bank on demand for all out-of-pocket expenses (including in each case all reasonable fees and expenses of counsel) incurred by the Bank arising out of or in connection with the enforcement of this Guaranty against the Guarantor or arising out of or in connection with any failure of the Guarantor to fully and timely perform the obligations of the Guarantor hereunder.

Section 13. Waivers and Amendments. This Guaranty can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the Bank. A waiver so signed shall be effective only in the specific instance and for the specific purpose given.

Section 14. Notices. Any notice or other communication to any party in connection this Guaranty shall be in writing and shall be sent by manual delivery, telegram, telex, facsimile transmission, overnight courier or United States mail (postage prepaid) addressed to such party at the address specified on the signature page hereof, or at such other address as such party shall have specified to the other party hereto in writing. All periods of notice shall be measured from the date of delivery hereof if manually delivered, from the date of sending thereof if sent by telegram, telex or facsimile transmission, from the first business day after the date of sending if sent by overnight courier, or from four days after the date of mailing if mailed.

Section 15. Guarantor Acknowledgements. The Guarantor hereby acknowledges that (a) counsel has advised the Guarantor in the negotiation, execution and delivery of this Guaranty, (b) the Bank has no fiduciary relationship to the Guarantor, the relationship being solely that of debtor and creditor, and (c) no joint venture exists between the Guarantor and the Bank.

Section 16. Representations and Warranties. The Guarantor hereby represents and warrants to the Bank that:

16(a) The Guarantor is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the corporate power and authority and the legal right to own and operate its properties and to conduct the business in which it is currently engaged.

16(b) The Guarantor has the corporate power and authority and the legal right to execute and deliver, and to perform its obligations under, this Guaranty and has taken all necessary corporate action to authorize such execution, delivery and performance.

16(c) This Guaranty constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

16(d) The execution, delivery and performance of this Guaranty will not (i) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to the Guarantor, (ii) violate or contravene any provision of its Articles of Incorporation or bylaws, or (iii) result in a breach or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which it is a party or by which it or any of its properties may be bound or result in the creation of any lien thereunder. The Guarantor is not in default under or in violation of any such law, statute, rule or regulation, order, writ, judgment, injunction, decree, determination or award or any such indenture, loan or credit agreement or other agreement, lease or instrument in any case in which the consequences of such default or violation could have a material adverse effect on its business, operations, properties, assets or condition (financial or otherwise).

16(e) No order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority is required on the part of the Guarantor to authorize, or is required in connection with the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, this Guaranty.

16(f) There are no actions, suits or proceedings pending or, to the knowledge of the Guarantor, threatened against or affecting it or any of its properties before any court or arbitrator, or any governmental department, board, agency or other instrumentality which, if determined adversely to the Guarantor, would have a material adverse effect on its business, operations, property or condition (financial or otherwise) or on its ability to perform its obligations hereunder.

16(g) It expects to derive benefits from the transactions resulting in the creation of the Obligations. The Bank may rely conclusively on the continuing warranty, hereby made, that the Guarantor continues to be benefitted by the Bank's extension of credit accommodations to the Borrower and the Bank shall have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty shall be effective and enforceable by the Bank without regard to the receipt, nature or value of any such benefits.

Section 17. Continuing Guaranty. This Guaranty shall (a) remain in full force and effect until irrevocable payment in full of the Obligations and the expiration of the obligations, if any, of the Bank to extend credit accommodations to the Borrower, (b) be binding upon the Guarantor, its successors and assigns and (c) inure to the benefit of, and be enforceable by, the Bank and its respective successors, transferees, and assigns.

Section 18. Governing Law and Construction. THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF, BUT GIVING EFFECT TO FEDERAL LAWS OF THE UNITED STATES APPLICABLE TO NATIONAL BANKS. Whenever possible, each provision of this Guaranty and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but if any provision of this Guaranty or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty or any other statement, instrument or transaction contemplated hereby or relating hereto.

Section 19. Consent to Jurisdiction. AT THE OPTION OF THE BANK, THIS GUARANTY MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN MINNEAPOLIS OR ST. PAUL, MINNESOTA; AND THE GUARANTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT THE GUARANTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS GUARANTY, THE BANK AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

Section 20. Counterparts. This Guaranty may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Section 21. Covenants. The Guarantor agrees that the covenants and agreements of the Guarantor set forth in Articles V and VI of that certain Loan Agreement made by and between the Guarantor and the Bank of even date with this Guaranty (as hereafter amended, the "Loan Agreement") (a) are incorporated herein by reference as if fully set forth herein, including all necessary definitions and

related provisions of the Loan Agreement, and (b) shall survive and be binding upon the Guarantor following termination of the Loan Agreement until the obligations are irrevocably paid in full.

Section 22. General. All representations and warranties contained in this Guaranty or in any other agreement between the Guarantor and the Bank shall survive the execution, delivery and performance of this Guaranty and the creation and payment of the Obligations. Captions in this Guaranty are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Guaranty.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the date first above written.

EMPAK, INC.

By

Its

Address:
930 Lake Drive
Chanhassen, Minnesota 55317
FAX: (612) 949-1288

Address for the Bank:

First Bank National Association
First Bank Place
601 Second Avenue South
Minneapolis, MN 55402-4302
Attention: William T. Bailey
Fax (612) 973-0822

GUARANTOR'S ACKNOWLEDGMENT

The undersigned has guaranteed payment and performance of obligations of Wayne C. Bongard (the "Borrower") to U.S. Bank National Association (the "Bank") pursuant to the terms of a Guaranty, dated, as of March 1, 1994 (the "Guaranty"), which obligations include without limitation obligations under the Loan Agreement, dated as of March 1, 1994 between the Borrower and the Bank (as amended, the "Credit Agreement"). The undersigned acknowledges that it has received a copy of the proposed First Amendment to the Credit Agreement, to be dated on or about September 22, 1998 (the "Amendment"). The undersigned agrees and acknowledges that the Amendment shall in no way impair or limit the right of the Bank under the Guaranty, and confirms that by the Guaranty, the undersigned continues to guaranty payment and performance of the obligations of the Borrower to the Bank, including without limitation obligations under the Credit Agreement as amended pursuant to the Amendment, and under the Note issued in connection with the Amendment. The undersigned hereby confirms that the Guaranty remains in full force and effect, enforceable against the undersigned in accordance with its terms.

EMPAK, INC.

By: /s/ Wayne Bongard

Title: President

Exhibit 10.15

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CONSOLIDATION AGREEMENT

by and among

ENTEGRIS, INC.
a Minnesota corporation,

FLUOROWARE, INC.
a Minnesota corporation,

and

EMPAK, INC.
a Minnesota corporation,

June 1, 1999

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List of Schedules and Exhibits

CONSOLIDATION AGREEMENT

This Consolidation Agreement, dated as June 1, 1999, is made and entered into by and among ENTEGRIS, INC., a Minnesota corporation (the "Company"), FLUOROWARE, INC., a Minnesota corporation ("Fluoroware"), and EMPAK, INC., a Minnesota corporation ("Empak").

WHEREAS, the persons listed on schedule A-1 to this agreement (the "Fluoroware Shareholders") are the record and beneficial owners of all of the outstanding shares of capital stock of Fluoroware; and

WHEREAS, the persons listed on schedule A-2 to this agreement (the "Empak Shareholders") are the record and beneficial owners of all of the outstanding shares of capital stock of Empak; and

WHEREAS, the Company is a newly-organized corporation which has been established for the purposes of facilitating the consolidation of the business operations of Fluoroware and Empak; and

WHEREAS, Fluoroware Shareholders and the Empak Shareholders (collectively, the "Shareholders") intend to transfer their respective equity interests in Fluoroware and Empak to the Company, on the terms and subject to the conditions set forth in this agreement, in exchange for all of the outstanding shares of the Company's common stock (the "Exchange") so that the Shareholders will be in "control" of the Company immediately after the Exchange; and

WHEREAS, the Board of Directors of each of Fluoroware and Empak has determined that it is advisable and in the respective best interests of Fluoroware and Empak and their shareholders that the Exchange take place on the terms set forth in this agreement; and

WHEREAS, for federal income tax purposes, it is intended that the Exchange qualify as a tax-free transfer of property by the Shareholders under the provisions of section 351 of the United States Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, for accounting purposes, it is intended by Fluoroware and Empak that the Exchange be accounted for as a "pooling of interests."

NOW, THEREFORE, in consideration of the premises, the respective representations, warranties, covenants and commitments of the parties set forth in this agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Empak, Fluoroware and the Company agree as follows:

ARTICLE I
ORGANIZATION MATTERS

1.1 Formation of the Company. Each of Empak and Fluoroware acknowledges that the Company was incorporated as a Minnesota corporation for the purposes of facilitating the Exchange and of acting as a holding company which will initially own and operate Fluoroware and Empak as wholly-owned subsidiaries. Each of Empak and Fluoroware will deliver a copy of the articles of incorporation and bylaws of the Company to their respective Shareholders prior to the completion of the Exchange.

1.2 Management.

(a) Immediately following the completion of the Exchange, the Board of Directors of the Company shall consist of up to nine (9) persons, three (3) of whom shall be designated by Fluoroware's current Board of Directors, three (3) of whom shall be designated by Empak's current Board of Directors, and up to three (3) of whom shall be independent persons who are initially designated by the mutual agreement of the other members of the Company's Board of Directors. The initial Board members shall use their best efforts to mutually agree upon and select the three (3) independent directors by September 1, 1999. Daniel Quernemoen will serve as the Chairman of the Board of Directors for an initial term of one (1) year, and the Board of Directors will establish appropriate audit and compensation committees.

(b) Immediately following the completion of the Exchange and for a period of at least one (1) year from the Closing Date, the executive officers of the Company shall be as follows:

Position	Name
Chief Executive Officer/ President, Secretary	Stan Geyer
Executive Vice President/ Operations and Integration	Del Jensen

(c) Immediately following the completion of the Exchange, the Board of Directors of each of Fluoroware and Empak shall be changed to be identical to the Board of Directors of the Company, and the executive officers of each of Fluoroware and Empak shall be the respective executive officers of each of such corporations as of the Closing Date.

(d) Subject to sections 1.2(a) and (b), the persons who constitute the Boards of Directors and executive officers of the Company, Empak and Fluoroware may be changed from time to time in accordance with each corporation's governing instruments and applicable law.

1.3 Board/Strategic Integration Team. A Board Integration Team, initially consisting of Stan Geyer, Jim Bernards, Jim Dauwalter and Del Jensen, shall oversee the integration of the operations and businesses of Empak and Fluoroware for a period of at least one (1) year following the Closing Date. The Board Integration Team shall be responsible for selecting appropriate representatives of Fluoroware and Empak to constitute a Strategic Integration Team to implement a comprehensive plan for the integration of all aspects of the businesses of the Company.

ARTICLE II
THE EXCHANGE

2.1 Exchange of Shares by the Fluoroware Shareholders.

(a) Fluoroware shall use its best efforts to cause each of the Fluoroware Shareholders to assign, transfer and deliver to the Company, on the Closing Date, the certificates evidencing that number of shares of Fluoroware capital stock (the "Fluoroware Shares") owned by such Fluoroware Shareholder and set forth after such Fluoroware Shareholder's name on schedule A-1, and that such certificates shall be properly endorsed for transfer on the stock registry of Fluoroware.

(b) The Company shall issue and deliver up to 1.1579232 shares of the Company's common stock ("Company Shares") to each of the Fluoroware shareholders who tender their Fluoroware Shares to the Company pursuant to this agreement, which Company Shares shall, subject to the provisions of article IX, be delivered at the following times:

(i) On the Closing Date, the Company shall issue and deliver to such Fluoroware Shareholders 1.1000270 Company Shares for each Fluoroware Share owned by such Fluoroware Shareholder and delivered to the Company on the Closing Date; and

(ii) On the first anniversary of the Closing Date, the Company shall also issue and deliver to such Fluoroware Shareholders, for each Fluoroware Share owned by such Fluoroware Shareholder and delivered to the Company on the Closing Date, that number of additional Company Shares (the "Fluoroware Holdback Shares") as is equal to (A) .0578962, multiplied by (B) the Fluoroware Adjustment as determined pursuant to section 9.3(e).

2.2 Exchange of Shares by the Empak Shareholders.

(a) Empak shall use its best efforts to cause each of the Empak Shareholders to assign, transfer and deliver to the Company, on the Closing Date, the certificates evidencing that number of shares of Empak capital stock (the "Empak Shares") owned by such Empak Shareholder and set forth after such Empak Shareholder's name on

schedule A-2, and that such certificates shall be properly endorsed for transfer on the stock registry of Empak.

(b) The Company shall issue and deliver up to 1.8318759 Company Shares to each of the Empak shareholders who tender their Empak Shares to the Company pursuant to this agreement, which Company Shares shall, subject to the provisions of article IX, be delivered at the following times:

(i) On the Closing Date, the Company shall issue and deliver to such Empak Shareholders 1.7402821 Company Shares for each Empak Share owned by such Empak Shareholder and delivered to the Company on the Closing Date; and

(ii) On the first anniversary of the Closing Date, the Company shall also issue and deliver to such Empak shareholders, for each Empak Share owned by such Empak Shareholder and delivered to the Company on the Closing Date, that number of additional Company Shares (the "Empak Holdback Shares") as is equal to (A) .0915938, multiplied by (B) the Empak Adjustment, as determined pursuant to section 9.3(e).

2.3 Reissuance of Warrants, Options, etc. On the Closing Date, the Board of Directors of the Company shall offer to exchange warrants or options of the Company which reflect the conversion ratios set forth in sections 2.1 and 2.2 for all outstanding warrants, options or other rights to acquire Fluoroware Shares or Empak Shares that are issued and outstanding immediately prior to the Closing Date, which substitute warrants and options shall have terms (including exercise prices (appropriately adjusted to reflect the conversion ratios set forth in sections 2.1 and 2.2), vesting schedules and exercise periods) that are comparable to the warrants or options being exchanged and shall include such holdback and other provisions as shall be permitted or required to comply with applicable rules relating to "pooling of interests" and the continuation of the employee incentive stock option treatment for those options which currently qualify as incentive stock options .

2.4 Fractional Shares. No certificates or scrip representing fractional Company Shares shall be issued to any of the Shareholders upon the Exchange, and the number of Company Shares issuable to any Shareholder pursuant to this article II shall be rounded up or down to the nearest whole number.

2.5 The Closing. The closing of the Exchange and the other transactions contemplated by this agreement (the "Closing") will take place at 1:00 p.m. at the Fluoroware corporate offices at 3500 Lyman Boulevard, Chaska, Minnesota, Minnesota 55318 on June 7, 1999 (the "Closing Date"), or at such other date and time as the chief executive officers of Fluoroware and

Empak shall agree upon (which shall be at least three (3) business days after delivery of written notice of the Closing Date to the Shareholders).

2.6 Shareholder Agreements. Prior to the Closing Date, Fluoroware and Empak shall use their best efforts to obtain from their respective Shareholders executed agreements (the "Shareholder Agreements") pursuant to which the Shareholders shall (a) make certain investment representations relative to Company Shares, (b) make certain other representations relative to the Fluoroware Shares or Empak Shares, as the case may be, (c) acknowledge and agree to the reduction of the number of the Fluoroware Holdback Shares or the Empak Holdback Shares that will be delivered by the Company pursuant to section 2.1(b)(ii) or 2.2(b)(ii), as the case may be, to the extent required to satisfy claims under article IX, and (d) to designate the Shareholder Representatives referenced in section 2.7 and to empower them to act on their behalf in the manner contemplated by section 2.7. The Shareholder Agreements shall be in the form attached to this agreement as Exhibit A.

2.7 Designation of Shareholder Representatives.

(a) Prior to the Closing Date, Fluoroware shall use its best efforts to obtain from each of the Fluoroware Shareholders, such Fluoroware Shareholder's authorization to designate Stan Geyer as his/its representative (the "Fluoroware Representative") for purposes (i) of resolving, settling or otherwise dealing with any claims made against the Fluoroware Holdback Shares pursuant to article IX of this agreement, (ii) of pursuing claims against the Empak Holdback Shares pursuant to article IX, and (iii) of otherwise acting as the representative of the Fluoroware Shareholders on matters specified in this agreement or in the Shareholder Agreements.

(b) Prior to the Closing Date, Empak shall use its best efforts to obtain from each of the Empak Shareholders, such Empak Shareholder's authorization to designate James Bernards and Robert E. Boyle as its representatives (the "Empak Representatives") for purposes (i) of resolving, settling or otherwise dealing with any indemnification claims made against the Empak Holdback Shares pursuant to article IX of this agreement, (ii) of pursuing claims against the Fluoroware Holdback Shares pursuant to article IX, and (iii) of otherwise acting as the representative of the Empak Shareholders on matters specified in this agreement or in the Shareholder Agreements. (The Fluoroware Representative and the Empak Representatives shall sometimes be collectively referred to as the "Shareholder Representatives".)

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF FLUOROWARE

As a material inducement to the Company and Empak to enter into this agreement and to the Empak Shareholders to exchange their Empak Shares for Company Shares on the terms set forth in this agreement, and with the understanding that the Company, Empak and the Empak Shareholders will be relying thereon in consummating the transactions contemplated by this agreement,

Fluoroware represents and warrants to the Company, Empak and the Empak Shareholders that, except as set forth in the disclosure schedule delivered to the Empak Representatives by Fluoroware on or before the Closing Date (the "Fluoroware Disclosure Schedule"):

3.1 Incorporation and Corporate Power. Fluoroware is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Minnesota and has all requisite corporate power and authority and all authorizations, licenses, permits and certifications necessary to own and operate its properties and to carry on its business as now conducted and presently proposed to be conducted. The copies of Fluoroware's articles of incorporation and bylaws which have been furnished by Fluoroware to the Empak Representatives prior to the date of this agreement are correct and complete as of the date of this agreement and reflect all amendments made thereto. Fluoroware is qualified to do business as a foreign corporation in every jurisdiction in which the nature of its business or its ownership of property requires it to be so qualified, except for those jurisdictions in which the failure to be so qualified would not, individually or in the aggregate, have a material adverse effect on Fluoroware's financial condition. Fluoroware does not own any equity interest in any partnership, joint venture, corporation, limited liability company, other organization, entity or enterprise of any form or nature.

3.2 Authority. The execution and delivery of this agreement and the consummation of the transactions by this agreement have been duly and validly authorized by its Board of Directors and no other corporate proceedings on the part of Fluoroware are necessary to authorize this agreement or to consummate the Exchange or the transactions contemplated hereby. This agreement has been duly and validly executed and delivered by Fluoroware and constitutes a valid, legal and binding agreement which is enforceable against Fluoroware in accordance with its terms.

3.3 No Breach. The execution, delivery and performance of this agreement by Fluoroware and the consummation by Fluoroware and the Fluoroware Shareholders of the transactions contemplated by this agreement do not, and will not, conflict with or result in a breach of any of the provisions of, constitute a default under, result in a violation of, result in the creation of a right of termination or acceleration or any lien, security interest, charge or encumbrance upon any assets of Fluoroware, or require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of the certificate of incorporation or bylaws of Fluoroware or any indenture, mortgage, lease, loan agreement or other agreement or instrument by which Fluoroware is bound or affected, or any law, statute, rule or regulation or order, judgment or decree to which Fluoroware is subject.

3.4 Governmental Authorities; Consents. Fluoroware is not required to submit any notice, report or other filing with any governmental authority in connection with the execution or delivery by it of this agreement or the consummation of the transactions contemplated hereby. No approval or authorization of any governmental or regulatory authority or any other party or person is required to be

obtained by Fluoroware in connection with the execution, delivery and performance of this agreement by the Fluoroware Shareholders or the transactions contemplated hereby.

3.5 Capital Stock. The authorized capital stock of Fluoroware consists of, or on the Closing Date will consist of, 60,000,000 shares of common stock, $.01 par value per share, of which 15,545,073 shares are issued and outstanding and are beneficially and legally owned by the Fluoroware Shareholders in the respective amounts specified on schedule A-1. All of the outstanding Fluoroware Shares have been duly authorized and are validly issued, fully paid and nonassessable. Fluoroware has no other equity securities or securities containing any equity features authorized, issued or outstanding. There are no agreements or other rights or arrangements existing which provide for the sale or issuance of capital stock by Fluoroware, and there are no rights, subscriptions, warrants, options, conversion rights or agreements of any kind outstanding to purchase or otherwise acquire from Fluoroware any shares of capital stock or other securities of Fluoroware of any kind. There are no agreements or other obligations (contingent or otherwise) which may require Fluoroware to repurchase or otherwise acquire any shares of its capital stock.

3.6 Financial Statements. Fluoroware has delivered to the Company and the Empak Representatives copies of (a) the unaudited balance sheet, as of February 28, 1999, of Fluoroware (the "Fluoroware Latest Balance Sheet") and the unaudited statements of earnings, shareholders' equity and cash flows of Fluoroware for the six-month period then ended (such statements and the Fluoroware Latest Balance Sheet being herein referred to as the "Fluoroware Latest Financial Statements"), and (b) audited balance sheets, as of August 29, 1998 and August 30, 1997, of Fluoroware and the audited statements of earnings, shareholders' equity and cash flows of Fluoroware for each of the fiscal years then ended (collectively, the "Fluoroware Annual Financial Statements"). The Fluoroware Latest Financial Statements and the Fluoroware Annual Financial Statements are based upon the information contained in the books and records of Fluoroware and fairly present, in all material respects, the financial condition of Fluoroware as of the dates thereof and results of operations for the periods referred to therein. The Fluoroware Annual Financial Statements have been prepared in accordance with generally accepted accounting principles, consistently applied throughout the periods indicated. The Fluoroware Latest Financial Statements have been prepared in accordance with generally accepted accounting principles applicable to unaudited interim financial statements (and thus may not contain all the information and footnotes required by generally accepted accounting principles or complete financial statements) consistently with the Fluoroware Annual Financial Statements and reflect all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial positions, results of operation and cash flows for all periods presented.

3.7 Absence of Undisclosed Liabilities. Except as reflected in the Fluoroware Latest Balance Sheet, Fluoroware has no liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due, whether known or unknown, and regardless of when asserted) arising out of transactions entered into, or any action or inaction, or any state of facts existing, with respect to or based upon transactions or events occurring prior to the date of this agreement,

except liabilities which have arisen after the date of the Fluoroware Latest Balance Sheet in the ordinary course of business (none of which is an uninsured liability for breach of contract, breach of warranty, tort, infringement, claim or lawsuit).

3.8 No Material Adverse Changes. Since the date of the Fluoroware Latest Balance Sheet (the "Fluoroware Balance Sheet Date"), there has been no material adverse change in the business or financial condition of Fluoroware.

3.9 Absence of Certain Developments. Since the Fluoroware Balance Sheet Date, Fluoroware has not:

(a) borrowed any amount or incurred or become subject to any liability in excess of $100,000, except (i) current liabilities incurred in the ordinary course of business, or (ii) liabilities under contracts entered into in the ordinary course of business;

(b) mortgaged, pledged or subjected to any lien, charge or any other encumbrance, any of its assets with a fair market value in excess of $100,000, except (i) liens for current property taxes not yet due and payable, (ii) liens imposed by law and incurred in the ordinary course of business for obligations not yet due to carriers, warehousemen, laborers, materialmen and the like, (iii) liens in respect of pledges or deposits under workers' compensation laws, or (iv) liens created in the ordinary course of business;

(c) sold, assigned or transferred (including, without limitation, transfers to any employees, affiliates or shareholders) any tangible assets with a fair market value in excess of $100,000, or canceled any debts or claims, in each case, except in the ordinary course of business;

(d) licensed, sublicensed, sold, assigned or transferred (including, without limitation, licenses or transfers to any employees, affiliates or shareholders) any patents, trademarks, trade names, copyrights, trade secrets, computer software or other intellectual property or other intangible assets;

(e) waived any rights of material value (i.e. with a financial impact of $50,000 or more) or suffered any extraordinary losses, except in the ordinary course of business;

(f) declared or paid any dividends or other distributions with respect to any Fluoroware Shares or redeemed or purchased, directly or indirectly, any shares of Fluoroware Shares or any options;

(g) issued, sold or transferred any of its equity securities, securities convertible into or exchangeable for its equity securities or warrants, options or other rights to acquire its equity securities, or any bonds or debt securities;

(h) other than payment of compensation for services rendered to Fluoroware in the ordinary course of business consistent with past practices, entered into any transaction with any officer, director or more than 5% shareholder of Fluoroware or any other entity in which Fluoroware has an equity interest;

(i) taken any other action or entered into any other transaction other than in the ordinary course of business and in accordance with past custom and practice, other than the transactions contemplated by this agreement;

(j) suffered any theft, damage, destruction or loss of or to any property or properties owned or used by it, whether or not covered by insurance;

(k) made or granted any increase in any Plans (as defined in section 3.16) or arrangement, or amended or terminated any existing Plan or arrangement, or adopted any new Plan or arrangement or made any commitment or incurred any liability to any labor organization;

(l) made any single capital expenditure or commitment therefor in excess of $100,000;

(m) made any change in accounting principles or practices from those utilized in the preparation of the Fluoroware Annual Financial Statements.

3.10 Tax Matters.

(a) Fluoroware and any subsidiary, any affiliated, combined or unitary group of which Fluoroware or any subsidiary is or was a member, any "Plans" (as defined in section 3.16), as the case may be (each, a "Tax Affiliate" and, collectively, the "Tax Affiliates") have: (i) timely filed all returns, declarations, reports, estimates, information returns, and statements ("Fluoroware Returns") required to be filed by it in respect of any "Taxes" (as defined in subsection 3.10(i)) or required to be filed by it by a taxing authority having jurisdiction; (ii) timely and properly paid (or has had paid on its behalf) all Taxes shown to be due and payable on such Fluoroware Returns and such Fluoroware Returns properly reflect the liability for Taxes of Fluoroware and its Tax Affiliates; (iii) established on the Fluoroware Latest Balance Sheet, in accordance with generally accepted accounting principles, reserves that are adequate for the payment of any Taxes not yet due and payable; (iv) complied with all applicable laws, rules, and regulations relating to the withholding of Taxes and the payment thereof (including, without limitation, withholding of Taxes under sections 1441 and 1442 of the Code, or similar provisions under any foreign laws), and timely and properly withheld from individual employee wages and paid over to the proper governmental authorities all amounts required to be so withheld and paid over under all applicable laws.

(b) There are no liens for Taxes upon any assets of Fluoroware, except liens for Taxes not yet due.

(c) No deficiency for any Taxes has been proposed, asserted or assessed against Fluoroware that has not been resolved and paid in full. No waiver, extension or comparable consent given by Fluoroware regarding the application of the statute of limitations with respect to any Taxes or Fluoroware Returns is outstanding, nor is any request for any such waiver or consent pending. There is no Tax audit or other administrative proceeding or court proceeding with regard to any Taxes or Fluoroware Returns pending, nor has there been any notice to Fluoroware by any Taxing authority regarding any such Tax, audit or other proceeding, nor has Fluoroware received notice of any such Tax audit or other proceeding threatened with regard to any Taxes or Fluoroware Returns. Fluoroware is not aware of any unresolved questions, claims or disputes concerning the liability for Taxes of Fluoroware or the Tax Affiliates which would exceed the estimated reserves established on its books and records.

(d) Neither Fluoroware nor any Tax Affiliate is a party to any agreement, contract or arrangement that would result, separately or in the aggregate, in the payment of any "excess parachute payments" within the meaning of section 280G of the Code and the consummation of the transactions contemplated by this agreement will not be a factor causing payments to be made by Fluoroware or any Tax Affiliate that are not deductible (in whole or in part) under section 280G of the Code.

(e) No property of Fluoroware or any Tax Affiliate is property that Fluoroware or any Tax Affiliates will be required to treat as being owned by another person under the provisions of section 168(f)(8) of the Code (as in effect prior to amendment by the Tax Reform Act of 1986) or is "tax-exempt use property" within the meaning of section 168 of the Code.

(f) Neither Fluoroware nor any Tax Affiliate is required to include in income any adjustment under section 481(a) of the Code by reason of a voluntary change in accounting method initiated by Fluoroware or any Tax Affiliate and neither Fluoroware nor any Tax Affiliate has received notice that the Internal Revenue Service has proposed any such adjustment or change in accounting method.

(g) All transactions that could give rise to an understatement of federal income tax (within the meaning of section 6661 of the Code as it applied prior to repeal) or an underpayment of tax (within the meaning of section 6662 of the Code) were reported in a manner for which there is substantial authority or were adequately disclosed (or, with respect to Fluoroware Returns filed before the Closing Date, will be reported in such a manner or adequately disclosed) on the Fluoroware Returns required in accordance with sections 6661(b)(2)(B) and 6662(d)(2)(B) of the Code.

(h) Neither Fluoroware nor any Tax Affiliate has engaged in any transaction that would result in a deemed election under section 338(e) of the Code, and neither Fluoroware nor any Tax Affiliate will engage in any such transaction within any applicable "consistency period" (as such term is defined in section 338 of the Code).

(i) For purposes of this agreement, the term "Taxes" means all taxes, charges, fees, levies, or other assessments, including, without limitation, all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, social security, unemployment, excise, estimated, severance, stamp, occupation, property, or other taxes, customs duties, fees, assessments, or charges of any kind whatsoever, including, without limitation, all interest and penalties thereon, and additions to tax or additional amounts imposed by any taxing authority, domestic or foreign, upon the Constituent Corporation and its Tax Affiliates.

3.11 Contracts and Commitments. Fluoroware has furnished to Empak complete information about its assets, business and contractual commitments including, without limitation, the information listed in this section 3.11, and such information, and the copies of documents evidencing such information that were provided to Empak for review, are correct in all material respects.

1. A list of all equipment (including motor vehicles), machinery, furniture, fixtures, furnishings, leasehold improvements and other similar property that are owned by Fluoroware and that are being used by Fluoroware in connection with the business conducted by it.

2. Each real property lease and any other instrument under which Fluoroware claims or holds an interest in real property owned by another person.

3. Each personal property lease to which Fluoroware is a party.

4. Listings of all intangible personal property used by Fluoroware in the conduct of its trade or business, including without limitation, all computer programs, trade secrets, trademarks, trade names, service names, service marks, copyrights, patents, patent licenses, applications for any and all of the foregoing and registrations thereof owned by Fluoroware or used in its operations.

5. A legal description of each parcel of real property owned by Fluoroware, and lists each mortgage, easement, restriction or other encumbrance on or affecting each such parcel.

6. Each other agreement, whether oral or written, to which Fluoroware is a party, including the following:

(i) Each executory or partially executory contract, commitment, agreement or arrangement made in the ordinary course of business by Fluoroware involving (A) an expenditure or ongoing commitments of more than $10,000, or (B) commitment by Fluoroware for delivery of its products or services over a period of more than thirty (30) days from the date of this agreement and for an aggregate price of more than $10,000, or (C) capital expenditures in excess of $10,000.

(iii) Each contract continuing over a period of more than six (6) months from its date, which is not terminable by Fluoroware upon not more than thirty (30) days notice.

(iv) Each agreement for the sale of any capital asset of Fluoroware made or entered into within twelve (12) months of the date of this agreement.

(v) Each employment contract or agreement relating thereto between Fluoroware and any officer, consultant, director or employee, including any bonus, incentive or deferred compensation plans, any confidentiality or non-compete agreements, and any arrangements which encourage or compensate Fluoroware's employees to stay with or leave Fluoroware following the Closing.

(vi) Each plan or contract or arrangement of Fluoroware (including Plans), providing for pensions, life insurance, medical insurance, disability insurance, vacations and other employees' benefits or compensation plans, whether formal or informal.

(vii) Each contract between Fluoroware and any business partner, joint venturer, dealer, distributor, broker, agent, sales representative, equipment manufacturer or representatives or agents thereof.

(viii) Each license, royalty or other contract or agreement relating to intangible personal property.

(ix) Each agreement not made in the ordinary course of Fluoroware's business.

(x) Each loan agreement, credit facility or other instrument pursuant to which Fluoroware is obligated to the repayment of indebtedness.

7. A list of each policy of liability, property damage, comprehensive, vehicle, workers' compensation, key man, disability, fidelity, errors and omissions, directors' and officers' and other forms of insurance owned or maintained by Fluoroware during the past three (3) years and contains a brief description of any claims made thereunder during such period of time.

8. Copies of all permits, licenses, exemptions, variances, and other approvals and authorizations which are necessary to conduct the business of Fluoroware.

9. A list of all personal property owned by any third parties (whether a customer, supplier or other person) for which Fluoroware is responsible, other than property leased by Fluoroware.

10. A list of each bank or other financial institution in which Fluoroware has an account or depository arrangement, together with the account names and numbers and the names of all persons authorized to take any actions with respect thereto.

11. A list of each employee of Fluoroware and position, title, remuneration.

12. Each contract, agreement or understanding (a) relating to the voting of Fluoroware Shares or the election of directors of Fluoroware; (b) which prohibits Fluoroware from freely engaging in business anywhere in the world; (c) relating to any guaranty of any obligation for borrowed money or otherwise.

True and correct copies of all documents described in this section 3.11 have been delivered or made available to Empak or the Empak Representatives or will be made available upon request and will be signed by an officer of Fluoroware for identification upon request of Empak or the Empak Representatives.

3.12 No Defaults. Each of the leases, contracts, agreements and insurance policies referred to in section 3.11 is in full force and effect as of the date hereof with no defaults existing thereunder. Fluoroware is not in default or breach under any of such leases, contracts, agreements and policies, and no other party to any such leases, contracts, agreements and policies is in default or breach thereunder (other than failure by one or more of such other parties to make timely payment of accounts receivable arising thereunder).

3.13 Intellectual Property Rights.

(a) Definitions.

(i) "Copyrights" shall mean rights in original works of authorship including, without limitation, computer programs as those terms are used in 17 U.S.C.ss.101 et seq. and rights under corresponding foreign laws.

(ii) "Intellectual Property Rights" shall mean the Copyrights, Patent Rights, Trademarks, Know-How and Trade Secrets and all other similar rights, that are owned, licensed or controlled by Fluoroware and used in or held for use in connection with the operation of its business.

(iii) "Know-How" shall mean (A) design documents, (B) specifications and performance criteria, (C) operating instructions and maintenance manuals, (D) computer software tools and related documentation, including, without limitation, source and object code copies therefor in electronic or printed forms, (E) prototypes, models or samples, (F) files relating to applications for Intellectual Property Rights, and (G) all other tangible materials (not necessarily proprietary) used in or held for use in connection with the Intellectual Property Rights.

(iv) "Licensed Software" shall mean all software used by Fluoroware under license as part of Fluoroware's business (or for which Fluoroware has a right to reproduce and distribute copies as part of Fluoroware's business).

(v) "Patent Rights" shall mean rights provided by a United States or foreign patent, including reissues or extensions thereof, and on applications for the foregoing, including any divisions, continuations and continuations-in-part thereof filed by Fluoroware.

(vi) "Trade Secrets" shall mean all proprietary information that is used in or held by Fluoroware for use in connection with the Fluoroware Intellectual Property Rights and that (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means

by, third parties who can obtain economic value from its disclosure or use and (B) is the subject of efforts by Fluoroware that have been reasonable under the circumstances to maintain its secrecy. Trade Secrets may include, without limitation, source and object code, software documentation, computer program designs, and information regarding future business opportunities.

(vii) "Trademarks" shall mean trade names, trademarks, service marks, trade dress and product configurations that are used or, if any, are presently subject to an intent to use application to register in the United States Patent and Trademark Office by Fluoroware in connection with the operation of its business, and all (A) goodwill and common law rights associated therewith, (B) registration applications pending thereon in any state and in any country, and (C) registrations issued thereon in any state and in any country.

(b) Certain Representations and Warranties Regarding Intellectual Property.

(i) Fluoroware owns or has the exclusive right to use the Intellectual Property Rights and has the right to fully use and exploit all the Trade Secrets and Know-How. Fluoroware has taken all reasonably necessary action to protect the Intellectual Property Rights, including, without limitation, use of reasonable secrecy measures to protect the Trade Secrets included in the Intellectual Property Rights. Fluoroware has not granted to any third party any license for or access to the Intellectual Property Rights and has not previously assigned, transferred or otherwise encumbered the Intellectual Property Rights.

(ii) The Intellectual Property Rights comprise all intellectual property rights used by Fluoroware in the conduct of its business.

(iii) No claim by any third party contesting the validity of the Intellectual Property Rights has been made, is currently outstanding or is threatened, and Fluoroware has not received any notice of any facts suggesting any infringement, misappropriation or violation by others of the Intellectual Property Rights.

(iv) No infringement, illicit copying, misappropriation or violation of any third party intellectual property rights has or will occur with respect to Fluoroware's use of the Intellectual Property Rights as currently being used by Fluoroware or the continuing conduct of Fluoroware's business as now conducted.

(v) Fluoroware has valid licenses to use the intellectual property rights of third parties which are used in Fluoroware's business but are not owned by Fluoroware. Except for the licenses for licensed software which have been provided to

Empak for review, there are no other agreements requiring Fluoroware to make payments or provide any consideration for, or restricting Fluoroware's right to use, any intellectual property rights of third parties.

(vi) Fluoroware has performed all material obligations required to be performed by it, and is not in default under material contract or arrangement relating to any Intellectual Property Rights.

3.14 Litigation. Fluoroware is not a party to, or the subject of, any litigation pending or threatened. Fluoroware is not the subject of any investigation by any governmental or quasi-governmental body or agency or legal, administrative or arbitration proceeding, and there are no facts which might result in or form the basis for any such investigation or proceeding. There is no outstanding judgment, order, junction or decree affecting Fluoroware or its properties, assets or business or preventing the consummation of the Exchange.

3.15 Employees. To Fluoroware's knowledge, no management or key employee of Fluoroware intends to terminate his/her employment with Fluoroware. Fluoroware has complied with all laws relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining and the payment of social security and other taxes. There is not pending or, to the knowledge of Fluoroware, threatened any labor dispute, strike or work stoppage against Fluoroware which may interfere with the continued operation of the business activities of Fluoroware. None of Fluoroware or any representative or employee of Fluoroware has committed any unfair labor practices in connection with the operation of Fluoroware's business, and there is not pending or threatened any charge or complaint against Fluoroware by the National Labor Relations Board or any comparable state agency. Fluoroware is not or will not become, liable for any retroactive workers' compensation insurance premiums or retroactive unemployment compensation experience ratings or charges in connection with the operation of its business relating to the period of time prior to the date of this agreement. No employee of Fluoroware is subject to any secrecy or noncompetition agreement or any other agreement or restriction of any kind that would impede in any way the ability of such employee to carry out fully all activities of such employee in furtherance of the business of Fluoroware. No employee or former employee of Fluoroware has any claim with respect to any intellectual property rights of Fluoroware.

3.16 Employee Benefit Plans.

(a) Except for plans, contracts or arrangements which Fluoroware has provided to Empak for review, with respect to all employees and former employees of Fluoroware and all dependents and beneficiaries of such employees and former employees, (i) Fluoroware does not maintain or contribute to any nonqualified deferred compensation or retirement plans, contracts or arrangements; (ii) Fluoroware does not maintain or contribute to any qualified defined contribution plans (as defined in Section 3(34) of the Employee Retirement Income Security Act of 1974, as amended

("ERISA"), or Section 414(i) of the Code; (iii) Fluoroware does not maintain or contribute to any qualified defined benefit plans (as defined in Section 3(35) of ERISA or Section 414(j) of the Code); and (iv) Fluoroware does not maintain or contribute to any employee welfare benefit plans (as defined in Section 3(1) of ERISA, other than plans that are excluded from the coverage of ERISA by reason of the regulations promulgated thereunder).

(b) To the extent required (either as a matter of law or to obtain the intended tax treatment and tax benefits), all employee benefit plans (as defined in Section 3(3) of ERISA) Fluoroware maintains or to which it contributes (collectively, the "Fluoroware Plans") comply in all respects with the requirements of ERISA and the Code. With respect to the Fluoroware Plans, (i) all required contributions which are due have been made and a proper accrual has been made for all contributions due; (ii) there are no actions, suits or claims pending, other than routine uncontested claims for benefits and actions relating to qualified domestic relations orders; and (iii) there have been no prohibited transactions (as defined in Section 406 of ERISA or Section 4975 of the Code).

(c) Fluoroware has delivered to the Empak Representative true and complete copies of (i) the most recent determination letter, if any, received by Fluoroware from the Internal Revenue Service regarding the Fluoroware Plans which Fluoroware maintains or to which it contributes and any amendment to any Fluoroware Plan made subsequent to any Fluoroware Plan amendments covered by any such determination letter; (ii) the most recent financial statements and annual report or return for the Fluoroware Plans; and (iii) the most recently prepared actuarial valuation reports, if any.

(d) Fluoroware does not contribute (and has never contributed) to any multiemployer plan, as defined in Section 3(37) of ERISA. Fluoroware has no actual or potential liabilities under Section 4201 of ERISA for any complete or partial withdrawal from a multiemployer plan. Fluoroware has no actual or potential liability for death or medical benefits after separation from employment, other than (i) death benefits under the employee benefit plans or programs (whether or not subject to ERISA) made available to Empak for review and (ii) health care continuation benefits described in Section 4980B of the Code.

(e) Neither Fluoroware nor any of its directors, officers, employees or other "fiduciaries", as such term is defined in Section 3(21) of ERISA, has committed any breach of fiduciary responsibility imposed by ERISA or any other applicable law with respect to the Fluoroware Plans which would subject the Company, Fluoroware, any Fluoroware subsidiary, or any of their respective directors, officers or employees to any liability under ERISA or any applicable law.

(f) Fluoroware has not incurred any liability for any tax or civil penalty or any disqualification of any employee benefit plan (as defined in Section 3(3) of ERISA) imposed by Sections 4980B and 4975 of the Code and Part 6 of Title I and Section 502(i) of ERISA.

3.17 Customers and Suppliers. As of the date of this agreement, the relationships of Fluoroware with its customers and suppliers are good commercial working relationships. No customer or supplier has indicated that it will stop or decrease the amount of business done with Fluoroware, except for changes in the ordinary course of Fluoroware's business.

3.18 Compliance with Laws; Permits.

(a) Fluoroware is not currently being charged with, any violations of the Americans with Disabilities Act of 1990 or the regulations promulgated thereunder (collectively, the "ADA") or similar state laws or regulations, nor has Fluoroware been notified of any problems, which through the passage of time or the future to take corrective action, could result in a violation of the ADA or such state's laws or regulations. Fluoroware has provided the Empak Representative with any written materials in its possession which assess or relate to the status of Fluoroware's real property or Fluoroware's compliance with ADA and such state's laws or regulations. Fluoroware is not currently being charged with nor, to its knowledge, is it operating its business in violation of any applicable foreign, federal, state or municipal laws, regulations or ordinances including, without limitation, the federal Foreign Corrupt Practices Act, the federal Occupational Safety and Health Act of 1970, or the regulations promulgated thereunder ("OSHA"), or any other applicable foreign, federal, state or municipal statute, law, regulation or ordinance relating to occupational health and safety, nor is Fluoroware relying on any exemption from or deferral of any such applicable statute, law or regulation that would not be available to it or the Company after the Exchange.

(b) Fluoroware has, in full force and effect, all licenses, permits and certificates, from federal, state, local and foreign authorities (including, without limitation, federal and state agencies regulating occupational health and safety) used in and, individually or in the aggregate, material to the business or financial condition of Fluoroware or necessary to conduct its business and own and operate its properties (collectively, the "Fluoroware Permits"). Fluoroware has conducted its business in substantial compliance with all material terms and conditions of the Fluoroware Permits.

(c) Fluoroware has not made or agreed to make gifts of money, other property or similar benefits (other than incidental gifts of articles of nominal value) to any actual or potential customer, supplier, governmental employee or any other person in a position to assist or hinder Fluoroware in connection with any actual or proposed transaction.

3.19 Brokerage. No third party shall be entitled to receive any brokerage commissions, finder's fees, fees for financial advisory services or similar compensation in connection with the transactions contemplated by this agreement based on any arrangement or agreement made by or on behalf of Fluoroware or any of the Fluoroware Shareholders.

3.20 Inventory. All inventories reflected in the Fluoroware Latest Balance Sheet are stated at the lower of cost or market and, as so stated, are in good condition and are currently usable

or salable in the category in which they are inventoried, in the ordinary course of business of Fluoroware, without discounts other than normal trade discounts regularly offered by Fluoroware for prompt payment or quantity purchase.

3.21 Accounts and Notes Receivable. To the extent they exceed the reserves for doubtful accounts, the accounts and notes receivable of Fluoroware as set forth in the Fluoroware Latest Balance Sheet, and all accounts receivable of Fluoroware that have arisen since the Latest Balance Sheet Date are valid and enforceable obligations due to Fluoroware and shall be collectible by Fluoroware in the ordinary course of business. The goods and services sold and delivered by Fluoroware that give rise to such accounts and notes receivable were sold and delivered in conformity with the applicable purchase orders, agreements and specifications. Such accounts and notes receivable are subject to no valid defense or offsets except routine customer complaints of an immaterial nature.

3.22 Affiliate Transactions. Other than pursuant to this agreement, no officer, director or employee of Fluoroware or any member of the immediate family of any such officer, director or employee, or any entity in which any of such persons owns any beneficial interest (other than any publicly-held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than one percent of the stock of which is beneficially owned by any of such persons) (collectively "insiders"), has any agreement with Fluoroware (other than normal employment arrangements) or any interest in any property, real, personal or mixed, tangible or intangible, used in or pertaining to the business of Fluoroware (other than ownership of Fluoroware Shares). None of the insiders has any direct or indirect interest in any competitor, supplier or customer of Fluoroware or in any person, firm or entity from whom or to whom Fluoroware leases any property, or in any other person, firm or entity with whom Fluoroware transacts business of any nature. For purposes of this section 3.22, the members of the immediate family of an officer, director or employee shall consist of the spouse, parents, children, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, and brothers- and sisters-in-law of such officer, director or employee.

3.23 Real Estate.

(a) Fluoroware has good and marketable title in fee simple to all real property and improvements which are owned by it and used in its business (the "Fluoroware Owned Real Property"), free and clear of all liens, mortgages, encumbrances, covenants, charges, easements, restrictions, reservations, leases and assessments of any nature whatsoever. All of the buildings, improvements and structures located on the Fluoroware Owned Real Property or located on the real property subject to the leases to which Fluoroware is a party (the "Fluoroware Leased Real Property") are in good operating condition and repair and suitable for the purposes for which they are being used. Each has adequate rights of ingress and egress for the operation of its business as it is currently being conducted by Fluoroware and has access, sufficient for the conduct of Fluoroware's business as now conducted or as presently proposed to be conducted, to all utilities, including electricity, sanitary and

storm sewer, potable water, natural gas and other utilities, used in the operation of the business of Fluoroware at that location. No such building, structure or improvement, or any appurtenance thereto or equipment therein, or the operation or maintenance thereof, violates any restrictive covenant or any provision of any federal, state or local law, ordinance or zoning, fire, safety, pollution or health regulations, or encroaches on any property owned by others. No condemnation proceeding is pending or threatened with respect to the Fluoroware Owned Real Property or the Fluoroware Leased Real Property. No change is pending or threatened in any provision of any federal, state or local law, ordinance or zoning or other regulation which might materially interfere with the present or proposed use of any building, improvement or structure located on the Fluoroware Owned Real Property or the Fluoroware Leased Real Property.

(b) Fluoroware has previously delivered to the Empak Representatives a true and complete copy of each lease (including all amendments and supplements thereto) of each real property leased or otherwise used by Fluoroware in its business. Each such lease is in full force and effect, and constitutes a legal, valid, and binding obligation of Fluoroware and each other party thereto, enforceable by Fluoroware against the lessor thereof in accordance with its terms. Neither Fluoroware nor any other party to any such lease is in default of or under any such lease. The transaction contemplated by this agreement will not result in the default of or under any such lease or require the consent of the lessor under any such lease.

(c) The leases to which Fluoroware is are party are in full force and effect, and Fluoroware holds a valid and existing leasehold interest under each of such leases. Fluoroware is not in default, and no circumstances exist which, if not remedied, would, either with or without notice or the passage of time or both, result in such default under any of such leases.

3.24 Condition of Assets.

(a) Fluoroware owns good and marketable title to each of the tangible personal properties and tangible and intangible assets reflected on the Fluoroware Latest Balance Sheet, or acquired since the date thereof, free and clear of all liens and encumbrances, except for (i) liens for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) liens identified in the Fluoroware Disclosure Statement, (iii) assets disposed of since the Fluoroware Balance Sheet Date in the ordinary course of business, (iv) liens imposed by law and incurred in the ordinary course of business for obligations not yet due or delinquent and (v) liens in respect of pledges or deposits under workers' compensation laws.

(b) The buildings, equipment and other tangible assets used by Fluoroware in the conduct of its business are, in all material respects, in good condition and repair, ordinary wear and tear excepted, and are adequate and suitable for the purposes for which they are currently being used.

3.25 Environmental Matters.

(a) As used in this section 3.25, the following terms shall have the following meanings:

(i) "Clean-up" shall mean removal and/or remediation of, or other response (including, without limitation, testing, monitoring, sampling or investigating of any kind) to, any Release of Hazardous Substances or Contamination, to the satisfaction of all applicable governmental agencies, in compliance with Environmental Laws and in compliance with good commercial practice.

(ii) "Contamination" shall mean the presence of, or Release on, under, from or to the Property of any Hazardous Substance, except the routine storage and use of Hazardous Substances from time to time in the ordinary course of business, in compliance with Environmental Laws and in compliance with good commercial practice.

(iii) "Environmental Documents" shall mean (A) any and all documents received by Fluoroware from the United States Environmental Protection Agency ("EPA") and/or any state, county or municipal environmental or health agency concerning the environmental condition of the Fluoroware Property or the effect of Fluoroware's business operations on the environmental condition of the Fluoroware Property; (B) any and all documents submitted by Fluoroware to the EPA and/or any state, county or municipal environmental or health agency concerning the environmental condition of the Fluoroware Property or the effect of Fluoroware's business operations on the environmental condition of the Fluoroware Property; and (C) any and all reviews, audits, reports, or other analyzes concerning Contamination.

(iv) "Environmental Law(s)" shall mean any and all federal, state and local laws, statutes, codes, ordinances, regulations, rules, policies, consent decrees, judicial orders, administrative orders or other requirements relating to the environment or to human health or safety associated with the environment, all as amended or modified from time to time. Environmental Laws include, but are not limited to, the following statutes and all rules and regulations relating thereto, all as amended or modified from time to time:

A. The Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C.ss.ss.9601-9675; the Resource Conservation and Recovery Act of 1976 ("RCRA") 42 U.S.C.ss.6901-6991; the Clean Water Act 33 U.S.C.ss. 1321 et seq; the Clean Air Act

42 U.S.C.ss.ss.7401 et seq; the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA") 7 U.S.C.ss.136 et seq; the Toxic Substances Control Act ("TSCA") 15 U.S.C. ss.ss. 2601-2671; and

B. The Minnesota Environmental Response and Liability Act ("MERLA") Minn. Stat. Ch. 115B; the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. Ch. 115C; the Minnesota Agricultural Chemical Liability, Incidents, and Enforcement Act, Minn. Stat. Ch. 18D; and the Minnesota Agricultural Chemical Response and Reimbursement Law, Minn. Stat. Ch. 18E.

(v) "Hazardous Substance(s)" shall mean (A) any substance, the presence of which requires investigation or remediation under any Environmental Law or under common law; (B) any dangerous, toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous substance which is regulated by any Environmental Law; (C) any substance, the presence of which causes or threatens to cause a nuisance upon the Fluoroware Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Fluoroware Property; (D) any substance, the presence of which on properties adjacent to the Property could constitute a trespass by Fluoroware; and (E) urea-formaldehyde, polychlorinated biphenyls, asbestos or asbestos-containing materials, petroleum and petroleum products; provided, however, that substances otherwise within the meaning of Hazardous Substances and held for resale or used in the preparation of pharmaceuticals shall not be considered Hazardous Substances.

(vi) "Fluoroware Property" shall refer to any real property currently owned by Fluoroware, any real property currently leased by Fluoroware and any other real property that has been previously owned or used by Fluoroware in the operation of its business.

(vii) "Regulatory Action(s)" shall mean any claim, demand, action or proceeding brought or instigated by any governmental authority in connection with any Environmental Law (including without limitation civil, criminal and/or administrative proceedings), whether or not seeking costs, damages, penalties or expenses.

(viii) "Release" shall mean the spilling, leaking, disposing, discharging, emitting, depositing, injecting, leaching, escaping or any other release or threatened release, however defined, and whether intentional or unintentional, of any Hazardous Substance.

(ix) "Third Party Claim(s)" shall mean third party claims, actions, demands or proceedings (other than Regulatory Actions) based on negligence, trespass, strict liability, nuisance, toxic tort or detriment to human health or welfare due to any Release of Hazardous Substances or Contamination, and whether or not seeking costs, damages, penalties or expenses.

(b) No Third Party Claims and/or Regulatory Actions have been asserted or assessed against Fluoroware or the Fluoroware Property and no Third Party Claims and/or Regulatory Actions are pending or threatened against Fluoroware or the Fluoroware Property, arising out of or due to, or allegedly arising out of or due to, (i) the Release on, under or from the Fluoroware Property of any Hazardous Substances; (ii) any Contamination of the Fluoroware Property, including without limitation, the presence of any Hazardous Substance which has come to be located on or under the Fluoroware Property from another location; (iii) any violation or alleged violation of any Environmental Law with respect to the Fluoroware Property or Fluoroware's business operations on the Fluoroware Property; (iv) any injury to human health or safety or to the environment by reason of the past or present condition of, or past or present activities on or under, the Fluoroware Property; or (v) the generation, manufacture, storage, treatment, handling, transportation or other use, however defined, of any Hazardous Substance on the Fluoroware Property.

(c) Fluoroware's storage, transportation, handling, use or disposal, if any, of Hazardous Substances on or under the Fluoroware Property and/or disposal elsewhere, if any, of Hazardous Substances generated on or from the Fluoroware Property is currently, and at all times has been, in compliance with all applicable Environmental Laws.

(d) Fluoroware has delivered to the Empak Representatives, prior to the execution and delivery of this agreement, complete copies of any and all Environmental Documents.

(e) Fluoroware has not transported nor arranged for the transportation of any Hazardous Substances to any location which is: (i) listed on the EPA's National Priorities List of Hazardous Waste Sites (the "National Priorities List"); (ii) listed for possible inclusion on the National Priorities List, in CERCLIS or on any similar state list; or (iii) the subject of any Regulatory Action which may lead to claims against Fluoroware for damages to natural resources, personal injury, Clean-up costs or Clean-up work, including, but not limited to, claims under CERCLA.

(f) The Fluoroware Property is not listed in the National Priorities List or any other list, schedule, log, inventory or record, however defined, maintained by any federal, state or local governmental agency with respect to sites from which there is or has been a Release of any Hazardous Substance or any Contamination.

(g) No part of the Fluoroware Property was ever used, nor is it now being used, (A) as a landfill, dump or other disposal, storage, transfer or handling area for Hazardous Substances,

excepting, however, for the routine storage and use of Hazardous Substances from time to time in the ordinary course of business, in compliance with Environmental Laws and in compliance with good commercial practice; (B) for industrial, military or manufacturing purposes; or (C) as a gasoline service station or a facility for selling, dispensing, storing, transferring or handling petroleum and/or petroleum products.

(h) There are no underground or aboveground storage tanks (whether or not currently in use), urea-formaldehyde materials, asbestos, asbestos containing materials, polychlorinated biphenyls (PCBs) or nuclear fuels or wastes, located on or under the Fluoroware Property, and no underground tank previously located on the Fluoroware Property has been removed therefrom.

(i) There has not been, or is not now occurring, any Release of any Hazardous Substance on, under or from the Fluoroware Property. There has not been, and is not now present, any Contamination on the Fluoroware Property.

(j) The Fluoroware Property and the use and operation thereof, are currently and, at all times during either Fluoroware's ownership or operation thereof, have been, and, to the best of Fluoroware's knowledge after due inquiry, at all times during the ownership and/or operation thereof by prior owners and/or users have been, in compliance with all applicable Environmental Laws.

(k) There are no liens against the Fluoroware Property arising under any Environmental Law, or based upon a Regulatory Action and/or Third Party Claim.

(l) There are no wells (as said term is defined in Minn. Stat.ss. 103I.005, Subd. 21) on the Fluoroware Property. This disclosure is intended to satisfy the requirements of Minn. Stat.ss. 103I.235, Subd. 1(a).

(m) All chemical substances contained in Fluoroware's commercially-sold product lines were included on the initial inventory list promulgated under the United States Toxic Substances Control Act or were the subject of a premanufacturing notice filed with the EPA under such act. Fluoroware's material safety data sheets for its assets accurately and properly reflect any hazardous ingredients in any products manufactured or sold by Fluoroware in the conduct of its business.

3.26 Year 2000 Compliance. All software used by Fluoroware in the operation of its business (the "Software") is Year 2000 Compliant, including date century recognition, calculations which accommodate same century and multi-century formulas and date values that reflect the century. As used herein, "Year 2000 Compliant" shall mean the ability of the Software to (i) consistently handle date information before, during and after January 1, 2000, including but not limited to accepting date input, providing date output, and performing calculations on dates or portions of dates; (ii) function accurately in accordance with all documentation without interruption before, during and after January 1, 2000, without any change of operations associated with the advent of the new century; (iii) respond to

two-digit date input in a way that resolves any ambiguity as to century in a disclosed, defined and predetermined manner; and (iv) store and provide output of date information in ways that are unambiguous as to century.

3.27 Warranties.

(a) Fluoroware has provided Empak with an accurate listing of all claims outstanding, pending or, to the best knowledge of Fluoroware, threatened for breach of any warranty relating to any products sold by Fluoroware prior to the date hereof. The reserves for warranty claims on the Fluoroware Latest Balance Sheet are consistent with Fluoroware's prior practices and are fully adequate to cover all warranty claims made or to be made against any products of Fluoroware sold prior to the date thereof.

(b) The goods and services sold by Fluoroware (i) conform in all respects with the specification, documentation, performance standard, representation or statement (if any) made or provided with respect thereto by or with authorization of Fluoroware and (ii) there has not been any material claim by any customer or other person alleging that any such goods and services does not conform in all respects with any specification, documentation, performance, standard, representation or statement made or provided by or on behalf of Fluoroware, and, to the knowledge of Fluoroware, there is no basis for any such claim.

(c) Other than its obligations to perform under the contracts to which it is a party and which have been made available to Empak for review, Fluoroware has not incurred or become subject to any material liability arising from (i) any product, system, program, other asset designed, developed, manufactured, assembled, sold, supplied, installed, repaired, licensed or made available by Fluoroware, or (ii) any consulting services, installation services, programming services, repair services, maintenance services, training services, support services or other services performed by Fluoroware.

3.28. Disclosure. Neither this agreement nor any of the exhibits, schedules or any of the documents delivered by or on behalf of Fluoroware pursuant to this agreement nor the Fluoroware Disclosure Schedule nor any of the financial statements referred to in section 3.6, taken as a whole, contains any untrue statement of a material fact regarding Fluoroware or its business or any of the other matters dealt with in this article III relating to Fluoroware or the transactions contemplated by this agreement. This agreement, the exhibits or schedules hereto, the documents delivered to Empak by or on behalf of Fluoroware pursuant to this agreement, the Disclosure Schedule and the financial statements referred to in section 3.6, taken as a whole, do not omit any material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading, and there is no fact known to Fluoroware which has not been disclosed to the Empak Representatives which materially affects adversely or could reasonably be anticipated to materially affect adversely the assets, financial condition, operating results, customer, employee or supplier relations, business condition or prospects of Fluoroware or the Company.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF EMPAK

As a material inducement to the Company and Fluoroware to enter into this agreement and to the Fluoroware Shareholders to exchange their Fluoroware Shares for Company Shares on the terms set forth in this agreement, and with the understanding that the Company, Fluoroware and the Fluoroware Shareholders will be relying thereon in consummating the transactions contemplated by this agreement, Empak represents and warrants to the Company, Fluoroware and the Fluoroware Shareholders that, except as set forth in the disclosure schedule delivered to the Fluoroware Representative by Empak on or before the Closing Date (the "Empak Disclosure Schedule"):

4.1 Incorporation; Corporate Power; Subsidiary. Empak is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Minnesota and has all requisite corporate power and authority and all authorizations, licenses, permits and certifications necessary to own and operate its properties; to carry on its business as now conducted and presently proposed to be conducted and to execute and deliver this agreement and consummate the transactions contemplated by this agreement. The copies of Empak's articles of incorporation and bylaws which have been furnished by Empak to the Fluoroware Representative prior to the date of this agreement are correct and complete as of the date of this agreement and reflect all amendments made thereto. Empak is qualified to do business as a foreign corporation in every jurisdiction in which the nature of its business or its ownership of property requires it to be so qualified, except for those jurisdictions in which the failure to be so qualified would not, individually or in the aggregate, have a material adverse effect on Empak's financial condition. Empak does not own any equity interest in any partnership, joint venture, corporation, limited liability company or other organization, entity or enterprise of any form or nature.

4.2 Authority. The execution and delivery of this agreement and the consummation of the transactions by this agreement have been duly and validly authorized by its Board of Directors and no other corporate proceedings on the part of Empak are necessary to authorize this agreement or to consummate the Exchange or the transactions contemplated hereby. This agreement has been duly and validly executed and delivered by Empak and constitutes a valid, legal and binding agreement which is enforceable against Empak in accordance with its terms.

4.3 No Breach. The execution, delivery and performance of this agreement by Empak and the consummation by Empak and the Empak Shareholders of the transactions contemplated by this agreement do not conflict with or result in a breach of any of the provisions of, constitute a default under, result in a violation of, result in the creation of a right of termination or acceleration or any lien, security interest, charge or encumbrance upon any assets of Empak, or require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of the certificate of incorporation or bylaws of Empak or any indenture, mortgage, lease, loan agreement or other agreement or instrument by which Empak is bound

or affected, or any law, statute, rule or regulation or order, judgment or decree to which Empak is subject.

4.4 Governmental Authorities; Consents. Empak is not required to submit any notice, report or other filing with any governmental authority in connection with the execution or delivery by it of this agreement or the consummation of the transactions contemplated hereby. No approval or authorization of any governmental or regulatory authority or any other party or person is required to be obtained by Empak in connection with the execution, delivery and performance of this agreement by the Empak Shareholders or the transactions contemplated hereby.

4.5 Capital Stock. The authorized capital stock of Empak consists of 15,000,000 shares of common stock, $.01 par value per share of which 6,550,662 shares are issued and outstanding and are beneficially and legally owned by the Empak Shareholders in the respective amounts specified on schedule A-2. All of the outstanding Empak Shares have been duly authorized and are validly issued, fully paid and nonassessable. Empak has no other equity securities or securities containing any equity features authorized, issued or outstanding. There are no agreements or other rights or arrangements existing which provide for the sale or issuance of capital stock by Empak, and there are no rights, subscriptions, warrants, options, conversion rights or agreements of any kind outstanding to purchase or otherwise acquire from Empak any shares of capital stock or other securities of Empak of any kind. There are no agreements or other obligations (contingent or otherwise) which may require Empak to repurchase or otherwise acquire any shares of its capital stock.

4.6 Financial Statements. Empak has delivered to the Company and the Fluoroware Representative copies of (a) the unaudited balance sheet, as of February 28, 1999, of Empak (the "Empak Latest Balance Sheet") and the unaudited statements of earnings, shareholders' equity and cash flows of Empak for the six-month period then ended (such statements and the Empak Latest Balance Sheet being herein referred to as the "Empak Latest Financial Statements"), and (b) audited balance sheets, as of August 31, 1998 and August 31, 1997, of Empak and the audited statements of earnings, shareholders' equity and cash flows of Empak for each of the fiscal years then ended (collectively, the "Empak Annual Financial Statements"). The Empak Latest Financial Statements and the Empak Annual Financial Statements are based upon the information contained in the books and records of Empak and fairly present, in all material respects, the financial condition of Empak as of the dates thereof and results of operations for the periods referred to therein. The Empak Annual Financial Statements have been prepared in accordance with generally accepted accounting principles, consistently applied throughout the periods indicated. The Empak Latest Financial Statements have been prepared in accordance with generally accepted accounting principles applicable to unaudited interim financial statements (and thus may not contain all the information and footnotes required by generally accepted accounting principles or complete financial statements) consistently with the Empak Annual Financial Statements and reflect all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial positions, results of operation and cash flows for all periods presented.

4.7 Absence of Undisclosed Liabilities. Except as reflected in the Empak Latest Balance Sheet, Empak has no liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due, whether known or unknown, and regardless of when asserted) arising out of transactions entered into, or any action or inaction, or any state of facts existing, with respect to or based upon transactions or events occurring prior to the date of this agreement, except liabilities which have arisen after the date of the Empak Latest Balance Sheet in the ordinary course of business (none of which is an uninsured liability for breach of contract, breach of warranty, tort, infringement, claim or lawsuit).

4.8 No Material Adverse Changes. Since the date of the Empak Latest Balance Sheet (the "Empak Balance Sheet Date"), there has been no material adverse change in the business or financial condition of Empak.

4.9 Absence of Certain Developments. Since the Empak Balance Sheet Date, Empak has not:

(a) borrowed any amount or incurred or become subject to any liability in excess of $100,000, except (i) current liabilities incurred in the ordinary course of business, or (ii) liabilities under contracts entered into in the ordinary course of business;

(b) mortgaged, pledged or subjected to any lien, charge or any other encumbrance, any of its assets with a fair market value in excess of $100,000, except (i) liens for current property taxes not yet due and payable, (ii) liens imposed by law and incurred in the ordinary course of business for obligations not yet due to carriers, warehousemen, laborers, materialmen and the like, (iii) liens in respect of pledges or deposits under workers' compensation laws, or (iv) liens created in the ordinary course of business;

(c) sold, assigned or transferred (including, without limitation, transfers to any employees, affiliates or shareholders) any tangible assets with a fair market value in excess of $100,000, or canceled any debts or claims, in each case, except in the ordinary course of business;

(d) licensed, sublicensed, sold, assigned or transferred (including, without limitation, licenses or transfers to any employees, affiliates or shareholders) any patents, trademarks, trade names, copyrights, trade secrets, computer software or other intellectual property or other intangible assets;

(e) waived any rights of material value (i.e. with a financial impact of $50,000 or more) or suffered any extraordinary losses, except in the ordinary course of business;

(f) declared or paid any dividends or other distributions with respect to any Empak Shares or redeemed or purchased, directly or indirectly, any Empak Shares or any options;

(g) issued, sold or transferred any of its equity securities, securities convertible into or exchangeable for its equity securities or warrants, options or other rights to acquire its equity securities, or any bonds or debt securities;

(h) other than payment of compensation for services rendered to Empak in the ordinary course of business consistent with past practices, entered into any transaction with any officers, directors or more than 5% shareholders of Empak or any other entity in which Empak has an equity interest;

(i) taken any other action or entered into any other transaction other than in the ordinary course of business and in accordance with past custom and practice, other than the transactions contemplated by this agreement;

(j) suffered any theft, damage, destruction or loss of or to any property or properties owned or used by it, whether or not covered by insurance;

(k) made or granted any increase in any Plans (as defined in section 4.16) or arrangement, or amended or terminated any existing Plan or arrangement, or adopted any new Plan or arrangement or made any commitment or incurred any liability to any labor organization;

(l) made any single capital expenditure or commitment therefor in excess of $100,000;

(m) made any change in accounting principles or practices from those utilized in the preparation of the Empak Annual Financial Statements.

4.10 Tax Matters.

(a) Empak and any subsidiary, any affiliated, combined or unitary group of which Empak or any subsidiary is or was a member, any "Plans" (as defined in section 4.16), as the case may be (each, a "Tax Affiliate" and, collectively, the "Tax Affiliates") has: (i) timely filed all returns, declarations, reports, estimates, information returns, and statements ("Empak Returns") required to be filed by it in respect of any "Taxes" (as defined in subsection 3.10(i)) or required to be filed by it by a taxing authority having jurisdiction; (ii) timely and properly paid (or has had paid on its behalf) all Taxes shown to be due and payable on such Empak Returns and such Empak Returns properly reflect the liability for Taxes of Empak and its Tax Affiliates; (iii) established on the Empak Latest Balance Sheet, in accordance with generally accepted accounting principles, reserves that are adequate for the payment of any Taxes not yet due and payable; (iv) complied with all applicable laws, rules, and regulations relating to the withholding of Taxes and the payment thereof (including, without limitation, withholding of Taxes under sections 1441 and 1442 of the Code, or similar provisions under any foreign laws), and timely and properly withheld from individual employee wages and paid over to the

proper governmental authorities all amounts required to be so withheld and paid over under all applicable laws.

(b) There are no liens for Taxes upon any assets of Empak, except liens for Taxes not yet due.

(c) No deficiency for any Taxes has been proposed, asserted or assessed against Empak that has not been resolved and paid in full. No waiver, extension or comparable consent given by Empak regarding the application of the statute of limitations with respect to any Taxes or Empak Returns is outstanding, nor is any request for any such waiver or consent pending. There is no Tax audit or other administrative proceeding or court proceeding with regard to any Taxes or Empak Returns pending, nor has there been any notice to Empak by any Taxing authority regarding any such Tax, audit or other proceeding, nor has Empak received notice of any such Tax audit or other proceeding threatened with regard to any Taxes or Empak Returns. Empak is not aware of any unresolved questions, claims or disputes concerning the liability for Taxes of Empak or the Tax Affiliates which would exceed the estimated reserves established on its books and records.

(d) Neither Empak nor any Tax Affiliate is a party to any agreement, contract or arrangement that would result, separately or in the aggregate, in the payment of any "excess parachute payments" within the meaning of section 280G of the Code and the consummation of the transactions contemplated by this agreement will not be a factor causing payments to be made by Empak or any Tax Affiliate that are not deductible (in whole or in part) under section 280G of the Code.

(e) No property of Empak or any Tax Affiliate is property that Empak or any Tax Affiliates will be required to treat as being owned by another person under the provisions of section 168(f)(8) of the Code (as in effect prior to amendment by the Tax Reform Act of 1986) or is "tax-exempt use property" within the meaning of section 168 of the Code.

(f) Neither Empak nor any Tax Affiliate is required to include in income any adjustment under section 481(a) of the Code by reason of a voluntary change in accounting method initiated by Empak or any Tax Affiliate and neither Empak nor any Tax Affiliate has received notice that the Internal Revenue Service has proposed any such adjustment or change in accounting method.

(g) All transactions that could give rise to an understatement of federal income tax (within the meaning of section 6661 of the Code as it applied prior to repeal) or an underpayment of tax (within the meaning of section 6662 of the Code) were reported in a manner for which there is substantial authority or were adequately disclosed (or, with respect to Empak Returns filed before the Closing Date, will be reported in such a manner or adequately disclosed) on the Empak Returns required in accordance with sections 6661(b)(2)(B) and 6662(d)(2)(B) of the Code.

(h) Neither Empak nor any Tax Affiliate has engaged in any transaction that would result in a deemed election under section 338(e) of the Code, and neither Empak nor any Tax Affiliate will engage in any such transaction within any applicable "consistency period" (as such term is defined in section 338 of the Code).

4.11 Contracts and Commitments. Empak has furnished to Fluoroware complete information about its assets, business and contractual commitments including, without limitation, the information listed in this section 4.11, and such information, and the copies of documents evidencing such information that were provided to Fluoroware for review, are correct in all material respects.

1. A list of all equipment (including motor vehicles), machinery, furniture, fixtures, furnishings, leasehold improvements and other similar property that are owned by Empak and that are being used by Empak in connection with the business conducted by it..

2. Each real property lease and any other instrument under which Empak claims or holds an interest in real property owned by another person.

3. Each personal property lease to which Empak is a party.

4. Listings of all intangible personal property used by Empak in the conduct of its trade or business, including without limitation, all computer programs, trade secrets, trademarks, trade names, service names, service marks, copyrights, patents, patent licenses, applications for any and all of the foregoing and registrations thereof owned by Empak or used in its operations.

5. A legal description of each parcel of real property owned by Empak, and lists each mortgage, easement, restriction or other encumbrance on or affecting each such parcel.

6. Each other agreement, whether oral or written, to which Empak is a party, including the following:

   (i) Each executory or partially executory contract, commitment, agreement or arrangement made in the ordinary course of business by Empak involving (A) an expenditure or ongoing commitments of more than $10,000, or (B) commitment by Empak for delivery of its products or services over a period of more than thirty (30) days from the date of this agreement and

for an aggregate price of more than $10,000, or (C) capital expenditures in excess of $10,000.

(iii) Each contract continuing over a period of more than six (6) months from its date, which is not terminable by Empak upon not more than thirty (30) days notice.

(iv) Each agreement for the sale of any capital asset of Empak made or entered into within twelve (12) months of the date of this agreement.

(v) Each employment contract or agreement relating thereto between Empak and any officer, consultant, director or employee, including any bonus, incentive or deferred compensation plans, any confidentiality or non-compete agreements, and any arrangements which encourage or compensate Empak's employees to stay with or leave Empak following the Closing.

(vi) Each plan or contract or arrangement of Empak (including Plans), providing for pensions, life insurance, medical insurance, disability insurance, vacations and other employees' benefits or compensation plans, whether formal or informal.

(vii) Each contract between Empak and any business partner, joint venturer, dealer, distributor, broker, agent, sales representative, equipment manufacturer or representatives or agents thereof.

(viii) Each license, royalty or other contract or agreement relating to intangible personal property.

(ix) Each agreement not made in the ordinary course of Empak's business.

(x) Each loan agreement, credit facility or other instrument pursuant to which Empak is obligated to the repayment of indebtedness.

7. A list of each policy of liability, property damage, comprehensive, vehicle, workers' compensation, key man, disability, fidelity, errors and omissions, directors' and officers' and other forms of insurance owned or maintained by Empak during the past three (3) years and contains a

brief description of any claims made thereunder during such period of time.

8. Copies of all permits, licenses, exemptions, variances, and other approvals and authorizations which are necessary to conduct the business of Empak.

9. A list of all personal property owned by any third parties (whether a customer, supplier or other person) for which Empak is responsible, other than property leased by Empak.

10. A list of each bank or other financial institution in which Empak has an account or depository arrangement, together with the account names and numbers and the names of all persons authorized to take any actions with respect thereto.

11. A list of each employee of Empak and position, title, remuneration.

12. Each contract, agreement or understanding (a) relating to the voting of Empak Shares or the election of directors of Empak; (b) which prohibits Empak from freely engaging in business anywhere in the world; (c) relating to any guaranty of any obligation for borrowed money or otherwise.

True and correct copies of all documents described in this section 4.11 have been delivered or made available to Fluoroware or the Fluoroware Representatives or will be made available upon request and will be signed by an officer of Empak for identification upon request of Fluoroware or the Fluoroware Representative.

4.12 No Defaults. Each of the leases, contracts, agreements and insurance policies described in section 4.11 is in full force and effect as of the date hereof with no defaults existing thereunder. Empak is not in default or breach under any of such leases, contracts, agreements and policies, and no other party to any such leases, contracts, agreements and policies is in default or breach thereunder (other than failure by one or more of such other parties to make timely payment of accounts receivable arising thereunder).

4.13 Intellectual Property Rights.

(a) Definitions.

(i) "Copyrights" shall mean rights in original works of authorship including, without limitation, computer programs as those terms are used in 17 U.S.C.ss.101 et seq. and rights under corresponding foreign laws.

(ii) "Intellectual Property Rights" shall mean the Copyrights, Patent Rights, Trademarks, Know-How and Trade Secrets and all other similar rights, that are owned, licensed or controlled by Empak and used in or held for use in connection with the operations of its business.

(iii) "Know-How" shall mean (A) design documents, (B) specifications and performance criteria, (C) operating instructions and maintenance manuals, (D) computer software tools and related documentation, including, without limitation, source and object code copies therefor in electronic or printed forms, (E) prototypes, models or samples, (F) files relating to applications for Intellectual Property Rights, and (G) all other tangible materials (not necessarily proprietary) used in or held for use in connection with the Intellectual Property Rights.

(iv) "Licensed Software" shall mean all software used by Empak under license as part of Empak's business (or for which Empak has a right to reproduce and distribute copies as part of Empak's business).

(v) "Patent Rights" shall mean rights provided by a United States or foreign patent, including reissues or extensions thereof, and on applications for the foregoing, including any divisions, continuations and continuations-in-part thereof filed by Empak.

(vi) "Trade Secrets" shall mean all proprietary information that is used in or held by Empak for use in connection with the Empak Intellectual Property Rights and that (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, third parties who can obtain economic value from its disclosure or use and (B) is the subject of efforts by Empak that have been reasonable under the circumstances to maintain its secrecy. Trade Secrets may include, without limitation, source and object code, software documentation, computer program designs, and information regarding future business opportunities.

(vii) "Trademarks" shall mean trade names, trademarks, service marks, trade dress and product configurations that are used or, if any, are presently subject to

an intent to use application to register in the United States Patent and Trademark Office by Empak in connection with the operations of its business, and all (A) goodwill and common law rights associated therewith, (B) registration applications pending thereon in any state and in any country, and (C) registrations issued thereon in any state and in any country.

(b) Certain Representations and Warranties Regarding Intellectual Property.

(i) Empak owns or has the exclusive right to use the Intellectual Property Rights and has the right to fully use and exploit all the Trade Secrets and Know-How. Empak has taken all reasonably necessary action to protect the Intellectual Property Rights including, without limitation, use of reasonable secrecy measures to protect the Trade Secrets included in the Intellectual Property Rights. Empak has not granted to any third party any license for or access to the Intellectual Property Rights and has not previously assigned, transferred or otherwise encumbered the Intellectual Property Rights.

(ii) The Intellectual Property Rights comprise all intellectual property rights used by Empak in the conduct of its business.

(iii) No claim by any third party contesting the validity of the Intellectual Property Rights has been made, is currently outstanding or is threatened, and Empak has not received any notice of any facts suggesting any infringement, misappropriation or violation by others of the Intellectual Property Rights.

(iv) No infringement, illicit copying, misappropriation or violation of any third party intellectual property rights has or will occur with respect to Empak's use of the Intellectual Property Rights as currently being used by Empak or the continuing conduct of Empak's business as now conducted.

(v) Empak has valid licenses to use the intellectual property rights of third parties which are used in Empak's business but are not owned by Empak. Except for the licenses for licensed software which have been provided to Fluoroware for review, there are no other agreements requiring Empak to make payments or provide any consideration for, or restricting Empak's right to use, any intellectual property rights of third parties.

(vi) Empak has performed all material obligations required to be performed by it, and is not in default under material contract or arrangement relating to any Intellectual Property Rights.

4.14 Litigation. Empak is not a party to, or the subject of, any litigation pending or threatened. Empak is not the subject of any investigation by any governmental or quasi-governmental body or agency or legal, administrative or arbitration proceeding, and there are no facts which might result in or form the basis for any such investigation or proceeding. There is no outstanding judgment, order, junction or decree affecting Empak or its properties, assets or business or preventing the consummation of the Exchange.

4.15 Employees. To Empak's knowledge, no management or key employee of Empak intends to terminate his/her employment with Empak. Empak has complied with all laws relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining and the payment of social security and other taxes. There is not pending or, to the knowledge of Empak, threatened any labor dispute, strike or work stoppage against Empak which may interfere with the continued operation of the business activities of Empak. None of Empak or any representative or employee of Empak has committed any unfair labor practices in connection with the operation of Empak's business, and there is not pending or threatened any charge or complaint against Empak by the National Labor Relations Board or any comparable state agency. Empak is not or will not become, liable for any retroactive workers' compensation insurance premiums or retroactive unemployment compensation experience ratings or charges in connection with the operation of its business relating to the period of time prior to the date of this agreement. No employee of Empak is subject to any secrecy or noncompetition agreement or any other agreement or restriction of any kind that would impede in any way the ability of such employee to carry out fully all activities of such employee in furtherance of the business of Empak. No employee or former employee of Empak has any claim with respect to any intellectual property rights of Empak.

4.16 Employee Benefit Plans.

(a) Except for plans, contracts or arrangements which Empak has provided to Fluoroware for review, with respect to all employees and former employees of Empak and all dependents and beneficiaries of such employees and former employees, (i) Empak does not maintain or contribute to any nonqualified deferred compensation or retirement plans, contracts or arrangements; (ii) Empak does not maintain or contribute to any qualified defined contribution plans (as defined in Section 3(34) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or Section 414(i) of the Code, (iii) Empak does not maintain or contribute to any qualified defined benefit plans (as defined in Section 3(35) of ERISA or Section 414(j) of the Code); and (iv) Empak does not maintain or contribute to any employee welfare benefit plans (as defined in Section 3(1) of ERISA, other than plans that are excluded from the coverage of ERISA by reason of the regulations promulgated thereunder).

(b) To the extent required (either as a matter of law or to obtain the intended tax treatment and tax benefits), all employee benefit plans (as defined in Section 3(3) of ERISA) Empak maintains or to which it contributes (collectively, the "Empak Plans") comply in all respects with the

requirements of ERISA and the Code. With respect to the Empak Plans, (i) all required contributions which are due have been made and a proper accrual has been made for all contributions due; (ii) there are no actions, suits or claims pending, other than routine uncontested claims for benefits and actions relating to qualified domestic relations orders; and (iii) there have been no prohibited transactions (as defined in Section 406 of ERISA or Section 4975 of the Code).

(c) Empak has delivered to the Fluoroware Representative true and complete copies of (i) the most recent determination letter, if any, received by Empak from the Internal Revenue Service regarding the Empak Plans which Empak maintains or to which it contributes and any amendment to any Empak Plan made subsequent to any Empak Plan amendments covered by any such determination letter; (ii) the most recent financial statements and annual report or return for the Empak Plans; and (iii) the most recently prepared actuarial valuation reports, if any.

(d) Empak does not contribute (and has never contributed) to any multiemployer plan, as defined in Section 3(37) of ERISA. Empak has no actual or potential liabilities under Section 4201 of ERISA for any complete or partial withdrawal from a multiemployer plan. Empak has no actual or potential liability for death or medical benefits after separation from employment, other than (i) death benefits under the employee benefit plans or programs (whether or not subject to ERISA) provided to Fluoroware for review and (ii) health care continuation benefits described in Section 4980B of the Code.

(e) Neither Empak nor any of its directors, officers, employees or other "fiduciaries", as such term is defined in Section 3(21) of ERISA, has committed any breach of fiduciary responsibility imposed by ERISA or any other applicable law with respect to the Empak Plans which would subject the Company, Empak, any Empak subsidiary, or any of their respective directors, officers or employees to any liability under ERISA or any applicable law.

(f) Empak has not incurred any liability for any tax or civil penalty or any disqualification of any employee benefit plan (as defined in Section 3(3) of ERISA) imposed by Sections 4980B and 4975 of the Code and Part 6 of Title I and Section 502(i) of ERISA.

4.17 Customers and Suppliers. As of the date of this agreement, the relationships of Empak with its customers and suppliers are good commercial working relationships. No customer or supplier has indicated that it will stop or decrease the amount of business done with Empak, except for changes in the ordinary course of Empak's business.

4.18 Compliance with Laws; Permits.

(a) Empak is not currently being charged with any violations of the Americans with Disabilities Act of 1990 or the regulations promulgated thereunder (collectively, the "ADA") or similar state laws or regulations, nor has Empak been notified of any problems, which through the passage of time or the future to take corrective action, could result in a violation of the ADA or such state's laws or regulations. Empak has provided the Fluoroware Representative with any written materials in its possession which assess or relate to the status of Empak's real property or Empak's compliance with ADA and such state's laws or regulations. Empak is not currently being charged with nor, to its knowledge, is it operating its business in violation of any applicable foreign, federal, state or municipal laws, regulations or ordinances including, without limitation, the federal Foreign Corrupt Practices Act, the federal Occupational Safety and Health Act of 1970, or the regulations promulgated thereunder ("OSHA"), or any other applicable foreign, federal, state or municipal statute, law, regulation or ordinance relating to occupational health and safety, nor is Empak relying on any exemption from or deferral of any such applicable statute, law or regulation that would not be available to it or the Company after the Exchange.

(b) Empak has, in full force and effect, all licenses, permits and certificates, from federal, state, local and foreign authorities (including, without limitation, federal and state agencies regulating occupational health and safety) used in and, individually or in the aggregate, material to the business or financial condition of Empak or necessary to conduct its business and own and operate its properties (collectively, the "Empak Permits"). Empak has conducted its business in substantial compliance with all material terms and conditions of the Empak Permits.

(c) Empak has not made or agreed to make gifts of money, other property or similar benefits (other than incidental gifts of articles of nominal value) to any actual or potential customer, supplier, governmental employee or any other person in a position to assist or hinder Empak in connection with any actual or proposed transaction.

4.19 Brokerage. No third party shall be entitled to receive any brokerage commissions, finder's fees, fees for financial advisory services or similar compensation in connection with the transactions contemplated by this agreement based on any arrangement or agreement made by or on behalf of Empak or any of the Empak Shareholders.

4.20 Inventory. All inventories reflected in the Empak Latest Balance Sheets are stated at the lower of cost or market and, as so stated, are in good condition and are currently usable or salable in the category in which they are inventoried, in the ordinary course of business of Empak, without discounts other than normal trade discounts regularly offered by Empak for prompt payment or quantity purchase.

4.21 Accounts and Notes Receivable. To the extent they exceed the reserves for doubtful accounts, the accounts and notes receivable of Empak as set forth in the Empak Latest

Balance Sheets. and all accounts receivable of Empak that have arisen since the Latest Balance Sheet Date are valid and enforceable obligations due to Empak and shall be collectible by Empak in the ordinary course of business. The goods and services sold and delivered by Empak that give rise to such accounts and notes receivable were sold and delivered in conformity with the applicable purchase orders, agreements and specifications. Such accounts and notes receivable are subject to no valid defense or offsets except routine customer complaints of an immaterial nature.

4.22 Affiliate Transactions. Other than pursuant to this agreement, no officer, director or employee of Empak or any member of the immediate family of any such officer, director or employee, or any entity in which any of such persons owns any beneficial interest (other than any publicly-held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than one percent of the stock of which is beneficially owned by any of such persons) (collectively "insiders"), has any agreement with Empak (other than normal employment arrangements) or any interest in any property, real, personal or mixed, tangible or intangible, used in or pertaining to the business of Empak (other than ownership of Empak Shares). None of the insiders has any direct or indirect interest in any competitor, supplier or customer of Empak or in any person, firm or entity from whom or to whom Empak leases any property, or in any other person, firm or entity with whom Empak transacts business of any nature. For purposes of this section 4.22, the members of the immediate family of an officer, director or employee shall consist of the spouse, parents, children, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, and brothers- and sisters-in-law of such officer, director or employee.

4.23 Real Estate.

(a) Empak has good and marketable title in fee simple to all real property and improvements which are owned by Empak and used in its business (the "Empak Owned Real Property"), free and clear of all liens, mortgages, encumbrances, covenants, charges, easements, restrictions, reservations, leases and assessments of any nature whatsoever. All of the buildings, improvements and structures located on the Empak Owned Real Property or located on the real property subject to the leases to which Empak is a party (the "Empak Leased Real Property") are in good operating condition and repair and suitable for the purposes for which they are being used. Each has adequate rights of ingress and egress for the operation of its business as it is currently being conducted by Empak, and has access, sufficient for the conduct of Empak's business as now conducted or as presently proposed to be conducted, to all utilities, including electricity, sanitary and storm sewer, potable water, natural gas and other utilities, used in the operation of the business of Empak at that location. No such building, structure or improvement, or any appurtenance thereto or equipment therein, or the operation or maintenance thereof, violates any restrictive covenant or any provision of any federal, state or local law, ordinance or zoning, fire, safety, pollution or health regulations, or encroaches on any property owned by others. No condemnation proceeding is pending or threatened with respect to the Empak Owned Real Property or the Empak Leased Real Property. No change is pending or threatened in any provision of any federal, state or local law, ordinance or

zoning or other regulation which might materially interfere with the present or proposed use of any building, improvement or structure located on the Empak Owned Real Property or the Empak Leased Real Property.

(b) Empak has previously delivered to the Fluoroware Representative a true and complete copy of each lease (including all amendments and supplements thereto) for property leased or otherwise used by Empak in its business. Each such lease is in full force and effect, and constitutes a legal, valid, and binding obligation of Empak and each other party thereto, enforceable by Empak against the lessor thereof in accordance with its terms. Neither Empak nor any other party to any such lease is in default of or under any such lease. The transaction contemplated by this agreement will not result in the default of or under any such lease or require the consent of the lessor under any such lease.

(c) The leases to which Empak is a party are in full force and effect, and Empak holds a valid and existing leasehold interest under each of such leases. Empak is not in default, and no circumstances exist which, if not remedied, would, either with or without notice or the passage of time or both, result in such default under any of such leases.

4.24 Conditions of Assets.

(a) Empak owns good and marketable title to each of the tangible personal properties and tangible and intangible assets reflected on the Empak Latest Balance Sheet, or acquired since the date thereof, free and clear of all liens and encumbrances, except for (i) liens for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) liens identified in the Empak Disclosure Statement, (iii) assets disposed of since the Empak Balance Sheet Date in the ordinary course of business, (iv) liens imposed by law and incurred in the ordinary course of business for obligations not yet due or delinquent and (v) liens in respect of pledges or deposits under workers' compensation laws.

(b) The buildings, equipment and other tangible assets used by Empak in the conduct of its business are, in all material respects, in good condition and repair, ordinary wear and tear excepted, and are adequate and suitable for the purposes for which they are currently being used.

4.25 Environmental Matters.

(a) As used in this section 4.25, the following terms shall have the following meanings:

(i) "Clean-up" shall mean removal and/or remediation of, or other response (including, without limitation, testing, monitoring, sampling or investigating of any kind) to, any Release of Hazardous Substances or Contamination, to the

satisfaction of all applicable governmental agencies, in compliance with Environmental Laws and in compliance with good commercial practice.

(ii) "Contamination" shall mean the presence of, or Release on, under, from or to the Empak Property of any Hazardous Substance, except the routine storage and use of Hazardous Substances from time to time in the ordinary course of business, in compliance with Environmental Laws and in compliance with good commercial practice.

(iii) "Environmental Documents" shall mean (A) any and all documents received by Empak from the United States Environmental Protection Agency ("EPA") and/or any state, county or municipal environmental or health agency concerning the environmental condition of the Empak Property or the effect of Empak's business operations on the environmental condition of the Empak Property; (B) any and all documents submitted by Empak to the EPA and/or any state, county or municipal environmental or health agency concerning the environmental condition of the Empak Property or the effect of Empak's business operations on the environmental condition of the Empak Property; and (C) any and all reviews, audits, reports, or other analyzes concerning Contamination.

(iv) "Environmental Law(s)" shall mean any and all federal, state and local laws, statutes, codes, ordinances, regulations, rules, policies, consent decrees, judicial orders, administrative orders or other requirements relating to the environment or to human health or safety associated with the environment, all as amended or modified from time to time. Environmental Laws include, but are not limited to, the following statutes and all rules and regulations relating thereto, all as amended or modified from time to time:

A. The Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C.ss.ss.9601-9675; the Resource Conservation and Recovery Act of 1976 ("RCRA") 42 U.S.C.ss.6901-6991; the Clean Water Act 33 U.S.C.ss. 1321 et seq; the Clean Air Act 42 U.S.C.ss.ss.7401 et seq; the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA") 7 U.S.C.ss.136 et seq; the Toxic Substances Control Act ("TSCA") 15 U.S.C. ss.ss. 2601-2671; and

B. The Minnesota Environmental Response and Liability Act ("MERLA") Minn. Stat. Ch. 115B; the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. Ch. 115C; the Minnesota Agricultural Chemical Liability, Incidents, and Enforcement Act, Minn. Stat. Ch. 18D; and the

Minnesota Agricultural Chemical Response and Reimbursement Law, Minn. Stat. Ch. 18E.

(v) "Hazardous Substance(s)" shall mean (A) any substance, the presence of which requires investigation or remediation under any Environmental Law or under common law; (B) any dangerous, toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous substance which is regulated by any Environmental Law; (C) any substance, the presence of which causes or threatens to cause a nuisance upon the Empak Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Empak Property; (D) any substance, the presence of which on properties adjacent to the Empak Property could constitute a trespass by Empak; and (E) urea-formaldehyde, polychlorinated biphenyls, asbestos or asbestos-containing materials, petroleum and petroleum products; provided, however, that substances otherwise within the meaning of Hazardous Substances and held for resale or used in the preparation of pharmaceuticals shall not be considered Hazardous Substances.

(vi) "Empak Property" shall refer to any real property currently owned by Empak, any real property currently leased by Empak and any other real property that has been previously owned or used by Empak in the operation of its business.

(vii) "Regulatory Action(s)" shall mean any claim, demand, action or proceeding brought or instigated by any governmental authority in connection with any Environmental Law (including without limitation civil, criminal and/or administrative proceedings), whether or not seeking costs, damages, penalties or expenses.

(viii) "Release" shall mean the spilling, leaking, disposing, discharging, emitting, depositing, injecting, leaching, escaping or any other release or threatened release, however defined, and whether intentional or unintentional, of any Hazardous Substance.

(ix) "Third Party Claim(s)" shall mean third party claims, actions, demands or proceedings (other than Regulatory Actions) based on negligence, trespass, strict liability, nuisance, toxic tort or detriment to human health or welfare due to any Release of Hazardous Substances or Contamination, and whether or not seeking costs, damages, penalties or expenses.

(b) No Third Party Claims and/or Regulatory Actions have been asserted or assessed against Empak or the Empak Property and no Third Party Claims and/or Regulatory Actions are pending or threatened against Empak or the Empak Property, arising out of or due to, or allegedly arising out of or due to, (i) the Release on, under or from the Empak Property of any Hazardous

Substances; (ii) any Contamination of the Empak Property, including without limitation, the presence of any Hazardous Substance which has come to be located on or under the Empak Property from another location; (iii) any violation or alleged violation of any Environmental Law with respect to the Empak Property or Empak's business operations on the Empak Property; (iv) any injury to human health or safety or to the environment by reason of the past or present condition of, or past or present activities on or under, the Empak Property; or (v) the generation, manufacture, storage, treatment, handling, transportation or other use, however defined, of any Hazardous Substance on the Empak Property.

(c) Empak's storage, transportation, handling, use or disposal, if any, of Hazardous Substances on or under the Empak Property and/or disposal elsewhere, if any, of Hazardous Substances generated on or from the Empak Property is currently, and at all times has been, in compliance with all applicable Environmental Laws.

(d) Empak has delivered to the Fluoroware Representative, prior to the execution and delivery of this agreement, complete copies of any and all Environmental Documents.

(e) Empak has not transported nor arranged for the transportation of any Hazardous Substances to any location which is: (i) listed on the EPA's National Priorities List of Hazardous Waste Sites (the "National Priorities List"); (ii) listed for possible inclusion on the National Priorities List, in CERCLIS or on any similar state list; or (iii) the subject of any Regulatory Action which may lead to claims against Empak for damages to natural resources, personal injury, Clean-up costs or Clean-up work, including, but not limited to, claims under CERCLA.

(f) The Empak Property is not listed in the National Priorities List or any other list, schedule, log, inventory or record, however defined, maintained by any federal, state or local governmental agency with respect to sites from which there is or has been a Release of any Hazardous Substance or any Contamination.

(g) No part of the Empak Property was ever used, nor is it now being used, (A) as a landfill, dump or other disposal, storage, transfer or handling area for Hazardous Substances, excepting, however, for the routine storage and use of Hazardous Substances from time to time in the ordinary course of business, in compliance with Environmental Laws and in compliance with good commercial practice; (B) for industrial, military or manufacturing purposes; or (C) as a gasoline service station or a facility for selling, dispensing, storing, transferring or handling petroleum and/or petroleum products.

(h) There are no underground or aboveground storage tanks (whether or not currently in use), urea-formaldehyde materials, asbestos, asbestos containing materials, polychlorinated biphenyls (PCBs) or nuclear fuels or wastes, located on or under the Empak Property, and no underground tank previously located on the Empak Property has been removed therefrom.

(i) There has not been, or is not now occurring, any Release of any Hazardous Substance on, under or from the Empak Property. There has not been, and is not now present, any Contamination of the Empak Property.

(j) The Empak Property and the use and operation thereof, are currently and, at all times during Empak's ownership or operation thereof, have been, and, to the best of Empak's knowledge after due inquiry, at all times during the ownership and/or operation thereof by prior owners and/or users have been, in compliance with all applicable Environmental Laws.

(k) There are no liens against the Empak Property arising under any Environmental Law, or based upon a Regulatory Action and/or Third Party Claim.

(l) There are no wells (as said term is defined in Minn. Stat.ss. 103I.005, Subd. 21) on the Empak Property.

(m) All chemical substances contained in Empak's commercially-sold product lines were included on the initial inventory list promulgated under the United States Toxic Substances Control Act or were the subject of a premanufacturing notice filed with the EPA under such act. Empak's material safety data sheets for its assets accurately and properly reflect any hazardous ingredients in any products manufactured or sold by Empak in the conduct of its business.

4.26 Year 2000 Compliance. All software used by Empak in the operation of its business (the "Software") is Year 2000 Compliant, including date century recognition, calculations which accommodate same century and multi-century formulas and date values that reflect the century. As used herein, "Year 2000 Compliant" shall mean the ability of the Software to (i) consistently handle date information before, during and after January 1, 2000, including but not limited to accepting date input, providing date output, and performing calculations on dates or portions of dates; (ii) function accurately in accordance with all documentation without interruption before, during and after January 1, 2000, without any change of operations associated with the advent of the new century; (iii) respond to two-digit date input in a way that resolves any ambiguity as to century in a disclosed, defined and predetermined manner; and (iv) store and provide output of date information in ways that are unambiguous as to century.

4.27 Warranties.

(a) Empak has provided Fluoroware with an accurate listing of a claims or threatened claims for breach of any warranty relating to any products sold by Empak prior to the date hereof. The reserves for warranty claims on the Empak Latest Balance Sheet are consistent with Empak's prior practices and are fully adequate to cover all warranty claims made or to be made against any products of Empak sold prior to the date thereof.

(b) The goods and services sold by Empak (i) conform in all respects with the specification, documentation, performance standard, representation or statement (if any) made or provided with respect thereto by or with authorization of Empak and (ii) there has not been any material claim by any customer or other person alleging that any such goods and services does not conform in all respects with any specification, documentation, performance, standard, representation or statement made or provided by or on behalf of Empak, and, to the knowledge of Fluoroware, there is no basis for any such claim.

(c) Other than its obligations to perform under the contracts to which it is a party , Empak has not incurred or become subject to any material liability arising from (i) any product, system, program, other asset designed, developed, manufactured, assembled, sold, supplied, installed, repaired, licensed or made available by Empak, or (ii) any consulting services, installation services, programming services, repair services, maintenance services, training services, support services or other services performed by Empak.

4.28 Disclosure. Neither this agreement nor any of the exhibits, schedules or any of the documents delivered by or on behalf of Empak pursuant to this agreement nor the Empak Disclosure Schedule nor any of the financial statements referred to in section 4.6, taken as a whole, contains any untrue statement of a material fact regarding Empak or its business or any of the other matters dealt with in this article IV relating to Empak or the transactions contemplated by this agreement. This agreement, the exhibits or schedules hereto, the documents delivered to Fluoroware by or on behalf of Empak pursuant to this agreement, the Disclosure Schedule and the financial statements referred to in section 4.6, taken as a whole, do not omit any material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading, and there is no fact which has not been disclosed to the Fluoroware Representative of which Empak is aware which materially affects adversely or could reasonably be anticipated to materially affect adversely the assets, financial condition, operating results, customer, employee or supplier relations, business condition or prospects of Empak or the Company.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

As a material inducement to the Fluoroware Shareholders and the Empak Shareholders to enter into the Shareholder Agreements and to complete the Exchange on the terms set forth in this agreement and with the understanding that the Shareholders will be relying thereon in consummating the Exchange and the other transactions contemplated by this agreement, the Company hereby represents and warrants to each of the Shareholders as follows:

5.1 Incorporation and Corporate Power. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Minnesota, with the

requisite corporate power and authority to enter into this agreement and perform its obligations hereunder.

5.2 Execution, Delivery; Valid and Binding Agreement. The execution, delivery and performance of this agreement, by the Company, and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action, and no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance of this agreement This agreement has been duly executed and delivered by the Company and constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms.

5.3 Validity of the Company Shares. The Company Shares to be issued pursuant to this agreement will be, when issued, duly authorized, validly issued, fully paid and nonassessable and subject to no preemptive rights.

5.4 No Breach. The execution, delivery and performance of this agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not conflict with or result in any breach of any of the provisions of, constitute a default under, result in a violation of, result in the creation of a right of termination or acceleration of any lien, security interest, charge or encumbrance upon any assets of the Company, or require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of the articles or certificate of incorporation or bylaws of the Company or any indenture, mortgage, lease, loan agreement or other agreement or instrument by which the Company is bound or affected, or any law, statute, rule or regulation or order, judgment or decree to which the Company is subject.

5.5 Governmental Authorities; Consents. The Company is not required to submit any notice, report or other filing with any governmental authority in connection with the execution or delivery by it of this agreement or the consummation of the transactions contemplated hereby. No consent, approval or authorization of any governmental or regulatory authority or any other party or person is required to be obtained by the Company in connection with its execution, delivery and performance of this agreement or the transactions contemplated hereby.

5.6 Brokerage. No third party shall be entitled to receive any brokerage commissions, finder's fees, fees for financial advisory services or similar compensation in connection with the transactions contemplated by this agreement based on any arrangement or agreement made by or on behalf of the Company.

ARTICLE VI
COVENANTS OF EMPAK AND FLUOROWARE

6.1 Conduct of the Business. Each of Fluoroware and Empak (the "Constituent Corporations" or each singly a "Constituent Corporation") shall observe each term set forth in this section 6.1 and agrees that, from the date hereof until the Closing Date, unless otherwise consented to by the other Constituent Corporation in writing:

(a) The business of such Constituent Corporation shall be conducted only in, and such Constituent Corporation shall not take any action except in, the ordinary course of such Constituent Corporation's business, on an arm's-length basis and in accordance in all material respects with all applicable laws, rules and regulations and such Constituent Corporation's past custom and practice;

(b) Such Constituent Corporation shall not, directly or indirectly, do or permit to occur any of the following: (i) issue or sell any additional shares of, or any options, warrants, conversion privileges or rights of any kind to acquire any shares of, any of its capital stock, (ii) sell, pledge, dispose of or encumber any of its assets, except in the ordinary course of business; (iii) amend or propose to amend its certificate of incorporation or bylaws; (iv) split, combine or reclassify any outstanding shares of its capital stock, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to shares of its capital stock; (v) redeem, purchase or acquire or offer to acquire any shares of such Constituent Corporation's capital stock or other securities of such Constituent Corporation; (vi) acquire (by merger, exchange, consolidation, acquisition of stock or assets or otherwise) any corporation, partnership, joint venture or other business organization or division or material assets thereof; (vii) incur any indebtedness for borrowed money or issue any debt securities except the borrowing of working capital in the ordinary course of business and consistent with past practice; (viii) permit any accounts payable owed to trade creditors to remain outstanding more than 60 days; (ix) accelerate, beyond the normal collection cycle, collection of accounts receivable; or (x) enter into or propose to enter into, or modify or propose to modify, any agreement, arrangement or understanding with respect to any of the matters set forth in this section 6.1(b);

(c) Such Constituent Corporation shall not, directly or indirectly, enter into or modify any employment, severance or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any officers, directors, employees or consultants, or take any action with respect to the grant of any bonuses, salary increases, severance or termination pay or with respect to any increase of benefits payable in effect on the date of this agreement;

(d) Such Constituent Corporation shall not adopt or amend any bonus, profit sharing, compensation, stock option, pension, retirement, deferred compensation, employment or other employee benefit plan, trust, fund or group arrangement for the benefit or welfare of any employees or any bonus, profit sharing, compensation, stock option, pension, retirement, deferred compensation, employment or other employee benefit plan, agreement, trust, fund or arrangements for the benefit or welfare of any director;

(e) Such Constituent Corporation shall not cancel or terminate its current insurance policies or cause any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies providing coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(f) Such Constituent Corporation shall (i) use its best efforts to preserve intact such Constituent Corporation's business organization and goodwill, keep available the services of such Constituent Corporation's officers and employees as a group and maintain satisfactory relationships with suppliers, distributors, customers and others having business relationships with such Constituent Corporation; (ii) confer on a regular and frequent basis with representatives of the other Constituent Corporation to report operational matters and the general status of ongoing operations; (iii) not intentionally take any action which would render, or which reasonably may be expected to render, any representation or warranty made by it in this agreement untrue at the Closing; (iv) notify the other Constituent Corporation of any emergency or other change in the normal course of such Constituent Corporation's business or in the operation of such Constituent Corporation's properties and of any governmental or third party complaints, investigations or hearings (or communications indicating that the same may be contemplated) if such emergency, change, complaint, investigation or hearing would be material, individually or in the aggregate, to the business, operations or financial condition of such Constituent Corporation or to such Constituent Corporation's ability to consummate the transactions contemplated by this agreement; and (v) promptly notify the other Constituent Corporation in writing if such Constituent Corporation shall discover that any representation or warranty made by its shareholders in this agreement was when made, or has subsequently become, untrue in any respect;

(g) Such Constituent Corporation shall (i) file any Tax returns, elections or information statements with respect to any liabilities for Taxes of such Constituent Corporation or other matters relating to Taxes of such Constituent Corporation which pursuant to applicable law must be filed prior to the Closing Date; (ii) promptly upon filing provide copies of any such Tax returns, elections or information statements to the other Constituent Corporation; (iii) make any such Tax elections or other discretionary positions with respect to Taxes taken by or affecting such Constituent Corporation only upon prior consultation with and consent of the other Constituent Corporation; and (iv) not amend any Return; and

(h) Such Constituent Corporation shall not perform any act referenced by (or omit to perform any act which omission is referenced by) the terms of section 3.9 or section 4.9.

6.2 Access to Books and Records. Between the date of this agreement and the Closing Date, each Constituent Corporation shall afford to the other Constituent Corporation and the Fluoroware Representative or the Empak Representatives (collectively, the "Representatives") full access at all reasonable times and upon reasonable notice to the offices, properties, books, records, officers, employees and other items of such Constituent Corporation, and the work papers of its regular

independent accountants, relating to work done by such accountants with respect to such Constituent Corporation for each of the fiscal years ended in August, 1998 and 1997, and otherwise provide such assistance as is reasonably requested by the Fluoroware Representative or the Empak Representatives, as the case may be, in order that the other Constituent Corporation may have a full opportunity to make such investigation and evaluation as it shall reasonably desire to make of the business and affairs of such Constituent Corporation. In addition, such Constituent Corporation and its officers and directors shall cooperate fully (including providing introductions, where necessary) with the other Constituent Corporation to enable the other Constituent Corporation to contact such third parties, including customers, prospective customers, specifying agencies, vendors, or suppliers of such Constituent Corporation as the other Constituent Corporation deems reasonably necessary to complete its due diligence; provided that, the other Constituent Corporation agrees not to initiate such contacts without the prior approval of such Constituent Corporation, which approval will not be unreasonably withheld. Any information obtained by the other Constituent Corporation or its representatives in connection with such investigation, evaluation and due diligence shall be maintained by the other Constituent Corporation or its representatives on a confidential basis in accordance with the confidentiality commitments set forth in the letter of intent, dated March 15, 1999, between the Constituent Corporations, and the separate confidentiality agreement between the Constituent Corporations, dated September 25, 1998 and October 12, 1998.

6.3 Hart-Scott-Rodino Filing. Fluoroware, Empak and any Shareholder who is an "Ultimate Parent Entity" of either Fluoroware or Empak shall cooperate with each other and cause to be filed with the Federal Trade Commission (the "FTC") and the U.S. Department of Justice the premerger notification filing required by the Hart-Scott-Rodino Anti-Trust Improvements Act of 1976 (the "Hart-Scott-Rodino Act"), and shall make available to each other such financial and other information as may be needed to complete and file the forms required by the Hart-Scott-Rodino Act. Each of Empak and Fluoroware shall be responsible for the payment of one-half (1/2) of the filing date payable to the FTC for the Hart-Scott-Rodino Act notification filing.

6.4 Other Regulatory Filings. Each Constituent Corporation shall, as promptly as practicable after the execution of this agreement, make or cause to be made all filings and submissions under any laws or regulations applicable to such Constituent Corporation for the consummation of the transactions contemplated herein. Each Constituent Corporation will coordinate and cooperate with the other Constituent Corporation in exchanging such information, will not make any such filing without providing to the other Constituent Corporation a final copy thereof for its review and consent at least two full business days in advance of the proposed filing and will provide such reasonable assistance as the other Constituent Corporation may request in connection with all of the foregoing.

6.5 Conditions. Each Constituent Corporation shall take all commercially reasonable actions necessary or desirable to cause the conditions set forth in sections 7.1 and 7.2 to be satisfied and to consummate the transactions contemplated herein as soon as reasonably possible after the satisfaction thereof (but in any event within three business days of such date).

6.6 No Negotiations. Neither Constituent Corporation shall enter into any negotiations or agreement, or make any undertaking or commitment, (i) to merge or consolidate with, or acquire substantially all of the property and assets of, any other corporation or person, (ii) to sell, lease or exchange all or substantially all of their respective properties and assets to any other corporation or person or (iii) otherwise to cause the ownership or control of such Constituent Corporation or any of its subsidiaries to be transferred to any party other than the other Constituent Corporation.

6.7 Tax and Accounting Treatment. Each Constituent Corporation shall use all reasonable efforts to cause the Exchange to qualify for pooling-of-interests accounting treatment and as an exchange of property pursuant to Section 351 of the Code that would be tax-free to the Shareholders.

ARTICLE VII
CONDITIONS TO CLOSING

7.1 Conditions to the Obligations of Fluoroware and the Fluoroware Shareholders. The respective obligations of Fluoroware and each Fluoroware Shareholder to consummate the Exchange and the other transactions contemplated by this agreement are subject to the satisfaction (or waiver by the Fluoroware Representative) of the following conditions on or before the Closing Date:

(a) The representations and warranties of Empak set forth in this agreement shall be true and correct in all material respects at and as of the Closing Date as though then made and as though the Closing Date had been substituted for the date of this agreement throughout such representations and warranties (without taking into account any disclosures by Empak of discoveries, events or occurrences arising on or after the date hereof), except that any such representation or warranty made as of a specified date (other than the date hereof) shall only need to have been true on and as of such date;

(b) Empak shall have performed in all material respects all of the covenants and agreements required to be performed and complied with by it under this agreement prior to the Closing Date;

(c) Empak shall have obtained, or caused to be obtained, each consent and approval necessary in order that the transactions contemplated herein not constitute a breach or violation of, or result in a right of termination or acceleration of, or creation of any encumbrance on any of Empak's assets pursuant to the provisions of, any agreement, arrangement or undertaking of or affecting Empak or any license, franchise or permit of or affecting Empak;

(d) The waiting period under the Hart-Scott-Rodino Act and other FTC and U.S. Department of Justice rules and regulations shall have lapsed;

(e) All material governmental filings, authorizations and approvals that are required for the consummation of the transactions contemplated by this agreement shall have been duly made and obtained;

(f) There shall not be threatened, instituted or pending any action or proceeding, before any court or governmental authority or agency, domestic or foreign, (i) challenging or seeking to make illegal, or to delay or otherwise directly or indirectly restrain or prohibit, the consummation of the transactions contemplated hereby or seeking to obtain material damages in connection with such transactions, (ii) seeking to prohibit direct or indirect ownership or operation by the Company of all or a material portion of the business or assets of Empak or Fluoroware, (iii) seeking to invalidate or render unenforceable any material provision of this agreement, or (iv) otherwise relating to and materially adversely affecting the transactions contemplated hereby;

(g) Neither Fluoroware nor the Fluoroware Representative shall have discovered any fact or circumstance existing as of the date of this agreement which has not been disclosed to the Fluoroware Representative as of the date of this agreement regarding the business, assets, properties, condition (financial or otherwise), results of operations or prospects of Empak which is, individually or in the aggregate with other such facts and circumstances, materially adverse to Empak or to the value of the Empak Shares;

(h) There shall have been no damage, destruction or loss of or to any property or properties owned or used by Empak, whether or not covered by insurance, which, in the aggregate, has, or would be reasonably likely to have, a material adverse effect on Empak;

(i) The Fluoroware Shareholders shall have received from Robert E. Boyle & Associates P.A., legal counsel for Empak, a written opinion, dated the Closing Date, addressed to the Fluoroware Shareholders and satisfactory to Fluoroware's legal counsel, in form and substance substantially as set forth in exhibit B;

(j) The Company shall have received a letter from KPMG Peat Marwick LLP, in a form reasonably satisfactory to the Fluoroware and Empak, dated as of the Closing Date to the effect that based on information provided to it by Fluoroware and Empak and its review of this agreement, no conditions exist which would preclude the Company from accounting for the Exchange as a "pooling of interest" (the "Pooling Letter");

(k) Shareholder Agreements shall have been executed by each of the Empak Shareholders, and such Shareholder Agreements, together with certificates evidencing the Empak Shares owned by such Empak Shareholders, shall have been delivered to the Company;

(l) HSBC Bank USA, the independent fiduciary of the Fluoroware, Inc. Employee Stock Ownership Plan and Trust (the "ESOP) shall have (i) received an opinion from its independent

financial advisor, Houlihan Lokey Howard & Zukin Financial Advisors, Inc., to the effect that (A) the value of the Company Shares received by the ESOP in exchange for the Fluoroware Shares held by the ESOP is no less than fair market value, and (B) the terms of the transactions are fair to the ESOP from a financial point of view; and (ii) determined that entering into the Shareholder Agreement and consummating the transactions contemplated by this agreement are prudent and in the best interests of the ESOP participants and beneficiaries.

(m) Prior to the Closing Date, Empak shall have delivered to the Company and the Fluoroware Representative each of the following:

(i) a certificate of the President of Empak, dated as of the Closing Date, stating that the conditions precedent set forth in subsection (a) or (b) above have been satisfied;

(ii) copies of the third party and governmental consents and approvals and of the authorizations referred to in subsection (c), (d) or (e) above;

(iii) Empak's minute books, stock transfer records, corporate seal and other materials related to Empak's corporate administration;

(iv) a copy of the certificate of incorporation of Empak, certified by the Secretary of State of the state of Minnesota and the other states Empak is required to be qualified to do business in, evidencing the good standing of Empak in such jurisdictions;

(v) a certificate (dated as of the Closing Date) executed on behalf of Empak by its Corporate Secretary certifying to the Company and the Fluoroware Shareholders setting forth a copy of each of (A) the text of the resolutions adopted by the Board of Directors of Empak authorizing the execution, delivery and performance of this agreement and the consummation of all of the transactions contemplated by this agreement, and (B) bylaws of Empak; and further certifying that such copies are true, correct and complete copies of such resolutions and bylaws, respectively, and that such resolutions and bylaws were duly adopted and have not been amended or rescinded;

(vi) such other certificates, documents and instruments as the Fluoroware Representative reasonably request related to the transactions contemplated hereby.

7.2 Conditions to the Obligations of Empak and the Empak Shareholders. The respective obligations of Empak and each Empak Shareholder to consummate the Exchange and the other transactions contemplated by this agreement are subject to the satisfaction (or waiver by the Empak Representatives) of the following conditions on or before the Closing Date:

(a) The representations and warranties of Fluoroware set forth in this agreement shall be true and correct in all material respects at and as of the Closing Date as though then made and as though the Closing Date had been substituted for the date of this agreement throughout such representations and warranties (without taking into account any disclosures by Fluoroware of discoveries, events or occurrences arising on or after the date hereof), except that any such representation or warranty made as of a specified date (other than the date hereof) shall only need to have been true on and as of such date;

(b) Fluoroware shall have performed in all material respects all of the covenants and agreements required to be performed and complied with by it under this agreement prior to the Closing Date;

(c) Fluoroware shall have obtained, or caused to be obtained, each consent and approval necessary in order that the transactions contemplated herein not constitute a breach or violation of, or result in a right of termination or acceleration of, or creation of any encumbrance on any of Fluoroware's assets pursuant to the provisions of, any agreement, arrangement or undertaking of or affecting Fluoroware or any license, franchise or permit of or affecting Fluoroware;

(d) The waiting period under the Hart-Scott-Rodino Act and other FTC and U.S. Department of Justice rules and regulations shall have lapsed;

(e) All material governmental filings, authorizations and approvals that are required for the consummation of the transactions contemplated by this agreement shall have been duly made and obtained;

(f) There shall not be threatened, instituted or pending any action or proceeding, before any court or governmental authority or agency, domestic or foreign, (i) challenging or seeking to make illegal, or to delay or otherwise directly or indirectly restrain or prohibit, the consummation of the transactions contemplated hereby or seeking to obtain material damages in connection with such transactions, (ii) seeking to prohibit direct or indirect ownership or operation by the Company of all or a material portion of the business or assets of Fluoroware or Empak, (iii) seeking to invalidate or render unenforceable any material provision of this agreement, or (iv) otherwise relating to and materially adversely affecting the transactions contemplated hereby;

(g) Neither Empak nor the Empak Representatives shall have discovered any fact or circumstance existing as of the date of this agreement which has not been disclosed to the Empak Representatives as of the date of this agreement regarding the business, assets, properties, condition (financial or otherwise), results of operations or prospects of Fluoroware which is, individually or in the aggregate with other such facts and circumstances, materially adverse to Fluoroware or to the value of the Fluoroware Shares;

(h) There shall have been no damage, destruction or loss of or to any property or properties owned or used by Fluoroware, whether or not covered by insurance, which, in the aggregate, has, or would be reasonably likely to have, a material adverse effect on Fluoroware;

(i) The Empak Shareholders shall have received from Dunkly, Bennett & Christensen P.A., legal counsel for Fluoroware, a written opinion, dated the Closing Date, addressed to the Empak Shareholders and satisfactory to Empak's legal counsel, in form and substance substantially as set forth in exhibit C;

(j) The Company shall have received the Pooling Letter;

(k) Shareholder Agreements shall have been executed by each of the Fluoroware Shareholders, and such Shareholder Agreements, together with certificates evidencing the Fluoroware shares owned by such Fluoroware Shareholders, shall have been delivered to the Company; and

(l) Prior to the Closing Date, Fluoroware shall have delivered to the Company all of the following:

(i) a certificate of the President of Fluoroware, dated as of the Closing Date, stating that the conditions precedent set forth in subsection (a) or (b) above have been satisfied;

(ii) copies of the third party and governmental consents and approvals and of the authorizations referred to in subsections (c), (d) or (e) above;

(iii) Fluoroware's minute books, stock transfer records, corporate seal and other materials related to Fluoroware's corporate administration;

(iv) a copy of the certificate of incorporation of Fluoroware, certified by the Secretary of State of the state of Minnesota and the other states Fluoroware is required to be qualified to do business in, evidencing the good standing of Fluoroware in such jurisdictions;

(v) a certificate (dated as of the Closing Date) executed on behalf of Fluoroware by its Corporate Secretary certifying to the Company and the Empak Shareholders setting forth a copy of each of (A) the text of the resolutions adopted by the board of directors of Fluoroware authorizing the execution, delivery and performance of this agreement and the consummation of all of the transactions contemplated by this agreement, and (B) the bylaws of Fluoroware; and further certifying that such copies are true, correct and complete copies of such resolutions and bylaws, respectively, and that such resolutions and bylaws were duly adopted and have not been amended or rescinded;

(vi) such other certificates, documents and instruments as the Empak Representative reasonably requests related to the transactions contemplated hereby.

ARTICLE VIII
TERMINATION

8.1 Termination. This agreement may be terminated at any time prior to the Closing Date:

(a) by the mutual consent of Fluoroware and Empak;

(b) by either Fluoroware, on the one hand, or Empak, on the other, if there has been a material misrepresentation, breach of warranty or breach of covenant on the part of the other in the representations, warranties and covenants set forth in this agreement;

(c) by either Fluoroware or the Fluoroware Representative, on the one hand, or Empak or the Empak Representatives, on the other, if the transactions contemplated by this agreement have not been consummated by June 30, 1999; provided that, neither will be entitled to terminate this agreement pursuant to this section 8.1(c) if such party's willful breach of this agreement has prevented the consummation of the transactions contemplated by this agreement; or

(d) by Fluoroware or the Fluoroware Representative if, after the date hereof, there shall have been a material adverse change in the financial condition or business of Empak or if an event shall have occurred which, so far as reasonably can be foreseen, would result in any such change, except to the extent such change is directly caused by Fluoroware or the Fluoroware Shareholders; or

(e) by Empak or the Empak Representatives if, after the date hereof, there shall have been a material adverse change in the financial condition or business of Fluoroware or if an event shall have occurred which, so far as reasonably can be foreseen, would result in any such change, except to the extent such change is directly caused by Empak or the Empak Shareholders.

8.2 Effect of Termination. In the event of termination of this agreement by either Fluoroware or the Fluoroware Representative, on the one hand, or Empak or the Empak Representatives, on the other, as provided in section 8.1, all provisions of this agreement shall terminate and there shall be no liability on the part of any of the parties to this agreement, except further that parties shall remain liable for willful breaches of this agreement prior to the time of such termination.

ARTICLE IX
SURVIVAL; OFFSET RIGHTS

9.1 Survival. Notwithstanding any investigation made by or on behalf of any of the parties to this agreement or any of the Shareholder Representatives or the results of any such investigation and notwithstanding the participation of such party in the Closing, the representations, warranties, covenants and agreements of Empak and Fluoroware in this agreement shall survive the Closing Date for a period of one (1) year following the Closing Date. If a notice of an indemnification claim is given in accordance with section 9.5 before the expiration of such one (1) year period, then (notwithstanding the expiration of the one (1) year period) the representation, warranty, covenant or agreement applicable to such claim shall survive until, but only for purposes of, the resolution of such claim.

9.2 Indemnification Commitments.

(a) Subject to the limitations of sections 9.3(a), 9.3(b) and 9.3(d), the Company shall have the right to full and complete indemnification against, and to be held harmless from, any loss, liability, deficiency, damage, expense or cost (including reasonable legal expenses) which the Company may suffer, sustain or become subject to, as a result of (i) any misrepresentation in any of the representations and warranties of Fluoroware contained in this agreement or of any of the Fluoroware Shareholders contained in the Fluoroware Shareholder Agreements, (ii) any breach of, or failure to perform, any agreement of Fluoroware contained in this agreement or any of the Fluoroware Shareholders contained in the Fluoroware Shareholder Agreements, or (iii) any third party claims asserted or threatened against the Company which arise out of the actions or inactions of Fluoroware or any of the Fluoroware Shareholders prior to the Closing (collectively, "Fluoroware Recoverable Losses").

(b) Subject to the limitations of sections 9.3(a), 9.3(c) and 9.3(d), the Company shall have the right to full and complete indemnification against, and to be held harmless from, any loss, liability, deficiency, damage, expense or cost (including reasonable legal expenses) which the Company may suffer, sustain or become subject to, as a result of (i) any misrepresentation in any of the representations and warranties of Empak contained in this agreement or of any of the Empak Shareholders contained in the Empak Shareholder Agreements, (ii) any breach of, or failure to perform, any agreement of Empak or the Empak Shareholders contained in this agreement or any of the Empak Shareholders contained in the Empak Shareholder Agreements, or (iii) any third party claims asserted or threatened against the Company which arise out of the actions or inactions of Empak or any of the Empak Shareholders prior to the Closing (collectively, "Empak Recoverable Losses"). Fluoroware Recoverable Losses and Empak Recoverable Losses shall sometimes be collectively referred to as "Company Losses."

9.3 Limitations on Indemnification Commitments.

(a) In the event that any claims for indemnification are made by the Company or any of the Shareholder Representatives pursuant to this article IX, such claims

shall be satisfied solely from the Fluoroware Holdback Shares or the Empak Holdback Shares, as the case may be, and neither Fluoroware, Empak nor any Shareholder shall be personally liable for any indemnification commitments under this agreement; provided, however, that such limitation on indemnification shall not apply to indemnification claims that arise from the inaccuracy of any representation of a Shareholder under a Shareholder Agreement.

(b) The Fluoroware Holdback Shares shall be subject to reduction by the Company for any Fluoroware Recoverable Losses (i) only if the Company or the Empak Representatives deliver to the Fluoroware Representative written notice (a "Claim Notice") in the form contemplated by section 9.5 related to a claim or claims prior to the first (1st) anniversary of the Closing Date and (ii) only if, and to the extent that, the aggregate amount of all Fluoroware Recoverable Losses exceeds Two Hundred Fifty Thousand Dollars ($250,000) (the "Threshold"), in which case such losses shall only constitute Fluoroware Recoverable Losses to the extent of the excess of the aggregate amount of all such Fluoroware Recoverable Losses over the Threshold; provided, however, that any Fluoroware Recoverable Losses (A) arising out of or attributable to the inaccuracy of representations set forth in section 3.5 of this agreement or any of the Fluoroware Shareholder Agreements or the failure by Fluoroware or the Fluoroware Shareholders to comply with any of their covenants under this agreement or the Fluoroware Shareholder Agreements, respectively, or (C) which are based on fraudulent actions or statements of Fluoroware or any Fluoroware Shareholder, shall not be subject to the limitations set forth in this section 9.3(b).

(c) The Empak Holdback Shares, shall be subject to reduction by the Company for any Empak Recoverable Losses (i) only if the Company or the Fluoroware Representative deliver to the Empak Representatives a Claim Notice related to claim or claims prior to the first (1st) anniversary of the Closing Date and (ii) only if, and to the extent that, the aggregate amount of all Empak Recoverable Losses exceeds the Threshold, in which case such losses shall only constitute Empak Recoverable Losses to the extent of the excess of the aggregate amount of all such Empak Indemnified Losses over the Threshold; provided, however, that any Empak Recoverable Losses (A) arising out of or attributable to the inaccuracy of representations set forth in section 4.5 of this agreement or any of the Empak Shareholder Agreements or the failure by Empak or the Empak Shareholders to comply with any of its covenants under this agreement or the Empak Shareholder Agreements, respectively, or (C) which are based on fraudulent actions or statements Empak or any Empak Shareholder, shall not be subject to the limitations set forth in this section 9.3(c).

(d) If any claim for indemnification under this article IX is determined to be valid pursuant to the procedures set forth in section 9.5, the amount of the Fluoroware Recoverable Loss or the Empak Recoverable Loss, as the case may be, shall be satisfied by reducing the number of Fluoroware Holdback Shares or Empak Holdback Shares, respectively, which are to be issued by the Company on the first anniversary of the Closing Date. The reduction in the number of Fluoroware Holdback Shares (the "Fluoroware Reduction") shall be equal to (i) the amount of the Fluoroware

Recoverable Loss, divided by (ii) the Holdback Value. The reduction in the number of Empak Holdback Shares (the "Empak Reduction") shall be equal to (i) the amount of the Empak Recoverable Loss, divided by (ii) the Holdback Value. For this purpose, such Holdback Value shall be deemed to be the per share value of Company Shares immediately following the completion of the Exchange on the Closing Date that is determined by the mutual agreement of the Shareholder Representatives, and the Shareholder Representatives shall be authorized to obtain, at the expense of the Company, such independent valuation assistance as they, in their discretion, determine to be appropriate to determine the Holdback Value.

(e) For purposes of section 2.1(b)(ii), the Fluoroware Adjustment shall be equal to (i) the amount by which (A) 900,001, exceeds (B) the Fluoroware Reduction, divided by (ii) 900,001. For purposes of section 2.2(b)(ii), the Empak Adjustment shall be equal to (i) the amount by which (A) 600,001, exceeds (B) the Empak Reduction, divided by (ii) 600,001.

9.4 Insurance Proceeds. Notwithstanding any provision in this agreement to the contrary, no reduction in the amount of the Holdback Shares shall be made, if and to the extent that the Company, Empak or Fluoroware has actually received any insurance proceeds attributable to the Company Losses. If and to the extent such insurance proceeds are received by the Company, Empak or Fluoroware after the Company has reduced the number of Holdback Shares pursuant to this article IX, the Company shall reissue that number of additional Company Shares to the appropriate Shareholders as shall be equal to the amount of such insurance proceeds, divided by the Holdback Value, determined pursuant to section 9.3(d). The Company covenants and agrees to pursue diligently all claims for insurance proceeds under any applicable policy maintained by Empak, Fluoroware or the Company. The parties agree to use reasonable efforts to cooperate in ascertaining and establishing coverage and pursuing and collecting any claims under applicable insurance polices related to insured Company Losses.

9.5 Claims Procedure.

(a) Initiation of Claim Procedure. In the event the Company or any Fluoroware Representative or any Empak Representative (the "Claimant") proposes to make any claim for indemnification under this article IX, it shall deliver a written notice signed by Claimant (the "Claim Notice") to other Shareholder Representatives (with a duplicate copy thereof being delivered concurrently to the Company, if appropriate) prior to the first anniversary of the Closing Date. The Claim Notice shall specify in reasonable detail each individual item of damage, loss, expense or other claim included in the amount so stated, the date such item was paid or properly accrued, the basis for any anticipated liability and the nature of the misrepresentation, breach of warranty, agreement or claim to which each such item is related. Respondent shall have forty-five (45) days after receipt of any Claim Notice in which to object in writing to the claim or claims made by Claimant in the Claim Notice, which written objection (the "Objection Notice") shall state, in reasonable detail, the basis for Respondent's objection.

(b) Negotiated Settlement of Claims. In the event that Respondent does deliver an Objection Notice with respect to any claim or claims made in any Claim Notice, the Empak Representatives and the Fluoroware Representative shall, within the forty-five (45) day period beginning as of the date of the receipt by Claimant of the Objection Notice, attempt in good faith to agree upon the proper resolutions of each of such claims. If the parties should so agree, a memorandum setting forth such agreement shall be prepared and signed by both parties and shall be furnished to the Company. The Company shall be entitled to rely on any such memorandum to make distributions of the Holdback Shares in accordance with the terms of such memorandum and section 2.1(b)(ii) or section 2.2(b)(ii) of this agreement.

(c) Arbitration. If no agreement can be reached after good faith negotiation within the forty-five (45) day period specified in section 9.5(b) or such extended period as the Shareholder Representatives shall mutually agree upon in writing, the matter shall be submitted to binding arbitration in accordance with the rules and procedures of the American Arbitration Association. Unless otherwise agreed to by the Shareholder Representatives, any such arbitration shall be held in Minneapolis, Minnesota. The decision of the arbitrator as to the validity and amount of any claim shall be conclusive and binding upon the Company, the Shareholder Representatives and the Shareholders. The Company shall be entitled to act in accordance with such decision and make distributions of the Holdback Shares in accordance therewith and with section 2.1(b)(ii) or section 2.2(b)(ii). Any arbitrator's decision may be used as a basis for entry of judgment in any jurisdiction. Each party shall pay their own costs and expenses incurred in connection with such arbitration proceedings and each party shall pay fifty percent (50%) of the fees of the arbitrator and the American Arbitration Association; provided, however, that if either party is successful in such arbitration proceeding in an amount equal to eighty percent (80%) or more of the amount in dispute (e.g. the Empak Representatives are successful if awarded eighty percent (80%) or more of their claims, and the Fluoroware Representative is successful if the Empak Representatives are awarded less than twenty percent (20%) of their claims), the other party shall be responsible for paying all of the costs of the proceeding, including the costs and expenses (including reasonable attorneys' fees, arbitration fees and costs) of the prevailing party.

(d) Final Payment. Upon the later of (i) the first anniversary of the Closing Date, or (ii) expiration of the forty-five (45) day period after the delivery of a memorandum of agreement, in cases covered by section 9.5(b) of this agreement, or the receipt of a decision of the arbitrator, in cases covered in section 9.5(c) of this agreement, the Company shall, as promptly as practicable, issue to the Shareholders the number of Holdback Shares determined to be issuable to each of them pursuant to section 2.1(b)(ii) or section 2.2(b)(ii), as applicable.

ARTICLE X
MISCELLANEOUS

10.1 Press Releases and Announcements. Prior to the Closing Date, no party hereto shall issue any press release (or make any other public announcement) related to this agreement or the transactions contemplated hereby or make any announcement to the employees, customers or suppliers of Empak or Fluoroware without prior written approval of the other parties, except as may be necessary, in the opinion of counsel to the party seeking to make disclosure, to comply with the requirements of this agreement or applicable law. If any such press release or public announcement is so required, the party making such disclosure shall consult with the other party prior to making such disclosure, and the parties shall use all reasonable efforts, acting in good faith, to agree upon a text for such disclosure which is satisfactory to both parties.

10.2 Expenses. Except as otherwise expressly provided for herein, Fluoroware and the Fluoroware Shareholders, on the one hand, and Empak and the Empak Shareholders, on the other hand, will be responsible for the payment of all of their own expenses (including attorneys' and accountants' fees) in connection with the negotiation of this agreement, the performance of their respective obligations under this agreement and the consummation of the transactions contemplated hereby (whether consummated or not); provided, however, that legal fees and expenses of Dorsey & Whitney LLP, as special legal counsel for the Exchange, shall be regarded as expenses of the transaction and one-half (1/2) of such fees and expenses shall be paid by each of Fluoroware and Empak, regardless of whether the transactions contemplated by this agreement are consummated.

10.3 Amendment and Waiver. This agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced; provided, however, that (a) the Fluoroware Representative shall be authorized to amend or waive provisions of this agreement on behalf of the Fluoroware Shareholders so long as such amendment does not modify the number of Company Shares to be received by the Fluoroware Shareholders pursuant to the Exchange, and the Empak Representative shall be authorized to amend or waive provisions of this agreement on behalf of the Empak Shareholders so long as such amendment does not modify the number of Company Shares to be received by the Empak Shareholders pursuant to the Exchange. No course of dealing between or among any persons having any interest in this agreement will be deemed effective to modify or amend any part of this agreement or any rights or obligations of any person under or by reason of this agreement.

10.4 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this agreement will be in writing and will be deemed to have been given when personally delivered or three days after being mailed, if mailed by first class mail, return receipt requested, or when receipt is acknowledged, if sent by overnight courier service, facsimile, telecopy or other electronic transmission device. Notices, demands and communications to the Fluoroware Shareholders, Fluoroware, the Empak Shareholders and Empak will, unless another address is specified in writing, be sent to the address indicated below:

Notices to Fluoroware or
Fluoroware Representative:
3500 Lyman Boulevard
Chaska, MN 55318
Attn: Stan Geyer
Telecopy: 612-488-2950

with a copy to:
Dunkley, Bennett & Christensen P.A.
701 Fourth Avenue South, Suite 700
Minneapolis, MN 55415
Attention: Jay Bennett, Esq.
Telecopy: (612) 339-9545

Notices to Empak or the Empak
Representatives:
950 Lake Drive
Chanhassen, MN 55317
Attn: Delmer Jensen
Telecopy: 612-949-1288

with a copy to
Robert E. Boyle & Associates, P.A.
145 Paramount Plaza III
7831 Glenroy Road
Bloomington, MN 55439
Attention: Robert E. Boyle, Esq.
Telecopy: (612) 837-0920

10.5 Assignment. This agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this agreement nor any of the rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of the other parties hereto.

10.6 Severability. Whenever possible, each provision of this agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

10.7 Complete Agreement. This agreement, the schedules, and other exhibits hereto, the Fluoroware Disclosure Schedule, the Empak Disclosure Schedule and the other documents referred to herein contain the complete agreement among the parties and supersede any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

10.8 Counterparts. This agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This agreement shall not be binding until is executed by all of the parties hereto.

10.9 Governing Law. The internal law, without regard for conflicts of laws principles, of the State of Minnesota will govern all questions concerning the construction, validity and interpretation of this agreement and the performance of the obligations imposed by this agreement.

IN WITNESS WHEREOF, each of the parties to this agreement has executed this agreement as of the date set forth in the first paragraph.

FLUOROWARE, INC.

By

EMPAK, INC.

By

ENTEGRIS, INC.

By

Schedule A-1

Shareholder	Fluoroware Shares
Fluoroware, Inc. Employee Stock Ownership Plan Trust	10,040,562
Jay Bennett	80,380
Sarah Bennett	78,100
Andrew Bennett	16,100
Robert Bennett	16,100
Thomas Bennett	16,100
Robert Bennett	16,100
James E. Dauwalter	1,775,280
Judith Dauwalter	199,220
Michael Dauwalter	33,220
David Dauwalter	33,220
Kathryn Dauwaler	33,220
James Effertz	3,300
Stan Geyer	749,300
Beverly Geyer	145,880
Christian Geyer	20,100
Annie Geyer	20,100
John Goodman	67,840
James Hanson	17,967
Al Henningsgaard	56,560
Wayne Holtmeier	27,080
Richard LaBute	67,840
Roger McDaniel	5,880
Guy Milliren	130,440
Jacqueline Lee Milliren	4,460
David Niederkorn	70,640
Daniel Quernemoen	421,000
June Quernemoen	170,000
Richard G. Revord Trust	89,000
Dorothy E Revord Trust	89,000
Frank Sidell	58,880
T.Weldon Smith	70,640
Paul Turley	2,964
John Villas	67,840
Craig Wallestad Trust	322,220
Craig Wallestad Children Trust	83,780
Wallestad Foundation	5,900
Lowell Wolter	3,300
Jan W. Wright	398,420
Timothy Wright	46,120
Wayne Zitzloff	8,340

Schedule A-2

Shareholder	Empak Shares
Marubeni Corporation	396,215
Marubeni America Corporation	264,144
WCB Holdings, LLC	5,890,303

EXHIBIT 10.16

DISTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into on this 6th day of July, 1995, by and between Fluoroware, Inc., a corporation organized and existing under the laws of Minnesota, U.S.A., with its principal place of business at Chaska, Minnesota (U.S.A.) (hereafter "Supplier") and Metron Semiconductors Europa B.V., a limited liability company organized and existing under the laws of The Netherlands, with its principal place of business at Almere, The Netherlands (hereafter "Distributor").

WHEREAS, Supplier designs, manufactures and sells products for use in the semiconductor industry, which Products are more particularly described in Exhibit A attached hereto (the "Products") , and wishes to expand its market for the Products in the geographical areas set forth in Exhibit B attached hereto (the "Territories");

WHEREAS, Distributor has served as Supplier's distributor under various distribution agreements dating back to 1975;

WHEREAS, Distributor wishes to assign this Agreement to those of its subsidiaries and affiliates in the respective Territories as more particularly described in Exhibit B;

WHEREAS, Supplier wishes to appoint Distributor and Distributor wishes to accept such appointment, as the independent, exclusive distributor of the Products in the Territories on the terms and conditions set forth herein; and

NOW, THEREFORE, Supplier and Distributor agree as follows:

1. Appointment of Distributor, Terms of Product Sales.

1.1 Subject to all of the terms and conditions of this Agreement, Supplier hereby appoints Distributor, and Distributor hereby accepts such appointment, as the exclusive, independent distributor of the Products in the Territories. Supplier may, however, sell Products to third parties for use in the Territories on a representative basis, provided that Supplier shall pay Distributor a commission with respect to such sales equal to ten percent (10%) of the applicable sales list price of the Products. In certain representative sales of Products, Supplier may allocate the commission between Distributor and a third party, such allocation determined by Supplier on an equitable basis and based on services performed by Distributor with respect to such Products, consistent with past practice between Supplier and Distributor. Moreover, Supplier shall not be prohibited from establishing technical or support offices or organizations in the Territories, provided that such offices or organizations may not engage in sales of the Products.

1.2 With the exception of Supplier's Critical Fluid Management products, or such other products as agreed to by Supplier and Distributor, Supplier shall sell the

Products to Distributor at Supplier's current U.S. domestic sales list prices, less Distributor's discount, as provided in Exhibit A. Supplier's Critical Fluid Management products shall be sold through Fluoroware GmbH to Distributor at Supplier's current GmbH sales list price less Distributor's discount, as provided in Exhibit A. Supplier may change its sales list prices upon sixty (60) days' advance written notice to Distributor.

1.3 Distributor shall have the right of first refusal to act as distributor in the Territories and under the terms of this Agreement for any modified, revised, up-dated or replacement products sold by Supplier and related to the Products. Supplier shall notify Distributor immediately of any such products.

1.4 Sales to the Distributor will be invoiced on an open account basis. Sales invoices will be due for payment sixty (60) days after shipment of the Products. A late payment penalty may be applied to late payments for Products accented by Distributor or Distributor's customers, without prior written approval by Supplier. Such penalty shall be equal to the lesser of the following interest rates in effect on the date the payment was due: (i) two points plus the prime interest rate as announced by Harris Trust and Savings Bank, and (ii) three points plus the statutory default late payment interest rate under the laws of the Netherlands applicable to distribution agreements.

1.5 Supplier shall retain title to the Products and bear the risk of loss until delivery to the carrier, F.O.B. Supplier's factory or distribution center, at which time title shall pass and the risk of loss shall be borne by Distributor (or Distributor's customers). Provided, however, that beginning September 1, 1996, Supplier and Distributor shall implement procedures to provide for Supplier to retain title to the Products and bear the risk of loss until delivery F.O.B. at Distributor's warehouse (or the place of acceptance by Distributor's customer). In any event, Distributor (or Distributor's customers) shall, directly or indirectly, bear the cost of any customs duties, taxes, shipping and handling costs, and insurance with respect to the shipment of the Products.

1.6 Notwithstanding the general rule provided in Section 1.5 above, Supplier and Distributor may negotiate and arrange for certain sales of Products pursuant to terms under which either: (i) Supplier shall retain title to the Products and bear the risk of loss until delivery, F.O.B. Distributor's warehouse (or the place of acceptance by Distributor's customer) , or (ii) Supplier shall retain title to the Products and bear the risk of loss until delivery to the carrier, F.O.B. Supplier's factory or distribution center.

2. Obligations and Covenants of Supplier.

2.1 Supplier will use its best efforts to comply with Distributor's request for the means of shipping the Products as specified in Distributor's orders and shall use its best efforts to notify Distributor in the event that Supplier is unable to comply with such request. Supplier shall not send partial shipments of Distributor's orders unless Distributor agrees in advance.

2.2 Absent extraordinary circumstances and subject to written agreement by Supplier and Distributor (such agreement which shall not be unreasonably withheld), Supplier shall not sell the Products directly to customers in the Territories and shall refer to Distributor in a timely manner all orders and inquiries relating to the Products originating from within or outside the Territories to the extent such orders or inquiries relate to Products destined for use within the Territories.

2.3 In negotiation or renegotiation of any agreement with any of its other distributors, agents or employees subsequent to the date of this Agreement, Supplier will insist upon a covenant that such other distributor, agent or employee will not seek customers or establish a branch or maintain any distribution outlet in the Territories.

2.4 Supplier will, from time to time, supply Distributor, at Supplier's cost, with a reasonable quantity of promotional materials in the English language, such as literature, catalogs and other advertising materials relating to the Products. Such promotional materials shall also be translated in the native language of the country to which the Products are shipped if required by applicable law.

2.5 Supplier will provide Distributor with reasonable numbers of the Products for Distributor to use as samples and demonstration models. The supply of the Products under this provision shall be on a consignment basis only.

2.6 Supplier will conduct technical seminars and provide training for sales or services related to the Products for the benefit of Distributor's employees. Each party shall be responsible for the expenses (including the cost of transportation, meals and lodging) incurred by its own employees attending such seminars or training.

2.7 Supplier will, from time to time, and at its own cost (including the cost of salaries and lodging for Supplier's employees), participate in international trade shows for promoting the Products in the Territories pursuant to agreement by Supplier and Distributor.

2.8 Supplier will use its best efforts to assist Distributor to facilitate any import processing by providing Distributor with all required documents and information.

2.9 Supplier agrees to comply with all applicable export control laws and regulations relating to the Products. Supplier will also use its best efforts to provide information necessary for Distributor to comply with all applicable export control laws and regulations relating to the Products.

2.10 Supplier's warranties with respect to the Products are set forth in the Exhibits C-1, C-2, C-3 and C-4 which are attached hereto and incorporated herein by reference. Such warranties may be amended, supplemented or replaced by Supplier, provided that Supplier provides Distributor with sixty (60) days' prior written notice of such amended, supplemented or replacement warranties.

2.11 Without Distributor's prior written consent, Supplier will not use, reproduce, disclose or otherwise make available to any person, other than Supplier's employees or agents who have a need to know such information, any and all information, written or oral, which is disclosed by Distributor to Supplier, identified as confidential information and not generally available to the public. The term "confidential information" shall not include information provided by Distributor to Supplier exclusively for the purpose of soliciting potential and actual sales of the Products. In addition, the term "confidential information" shall not include any information that is or becomes known to the public through no fault of Supplier.

2.12 Supplier shall accept for credit any inventory of spares or equipment which is obsolete, provided that Distributor shall review its inventory on an annual basis for the purpose of determining obsolescence, and Supplier may refuse any Products held by Distributor for more than twelve (12) months. Supplier shall accept such obsolete equipment or spares within six (6) months after written notice of obsolescence by Distributor. Moreover, Supplier shall accept for credit or refund any consumable Products that are in the original packaging and in good, saleable condition as determined by Supplier. Supplier's credit or refund shall be pursuant to agreement between Supplier and Distributor. Distributor shall pay all costs of custom duties, insurance, shipping and handling costs for returned Products.

2.13 During the term of any warranty made by Supplier with respect to any Product sold by Distributor, Supplier shall maintain an adequate inventory of spare parts for such Product.

2.14 Upon delivery of each Product by Supplier to Distributor, Supplier shall supply Distributor or its customers with adequate documentation for purposes of servicing and trouble-shooting such Product. Such documentation shall comply with any applicable law. The cost of any such manuals and documentation shall be included in the price of the Product under Section 1.2 of this Agreement.

3. Obligations and Covenants of Distributor.

3.1 Distributor will use its best efforts to market and sell the Products in the Territories.

3.2 Except as otherwise required by law, Distributor will market and sell the Products without removing or altering any labels, trade names, trademarks, notices, labels, serial numbers or other identifying marks, symbols or legends affixed to any of the Products or their containers or packages.

3.3 Supplier shall not be liable under any warranties made by Distributor with respect to any of the Products which exceed the warranties made by Supplier. Supplier may modify any warranties upon reasonable notice to Distributor, provided, however, that such amended warranties will not apply to Products sold or Products which Distributor has entered into a contract to sell but which have not yet delivered.

3.4 Without Supplier's prior written consent, Distributor shall not use, produce or disclose or otherwise make available to any person, other than Distributor's employees or agents who have a need to know such information for the performance of its obligations hereunder, any and all information written or oral, which is disclosed by Supplier to Distributor, identified as confidential information and not generally available to the public. The term "confidential information" shall not include information provided by Supplier to Distributor exclusively for the purpose of soliciting potential and actual sales of the Products. In addition, the term "confidential information" shall not include any information that is or becomes known to the public through no fault of Distributor.

3.5 Distributor shall furnish to Supplier, upon Supplier's reasonable requests from time to time, reports including, but not limited to, actual and forecast sales, market conditions and competitive activity.

3.6 Distributor will, from time to time, and at its own cost (including the cost of salaries and lodging for Distributor's employees), participate in international trade shows for promoting the Products in the Territories pursuant to agreement by Supplier and Distributor.

3.7 Distributor shall use its best efforts to install and service any Products during any applicable warranty period. Distributor may contract with other individuals or business entities to assist Distributor in installing and servicing the Products, provided that such individuals or business entities: (i) have adequate training to install and service the Products, and (ii) agree in writing that they will not compete with Supplier by selling any products or equipment in the Territories

during the term of this Agreement, to the extent that such products or equipment are similar in function to any Products sold by Supplier.

4. Term and Termination.

4.1 Unless and until sooner terminated as provided for herein, this Agreement shall continue for a term of three (3) years commencing on July 1, 1995 and will be deemed automatically renewed thereafter for one or more additional terms of two (2) years and on the same conditions.

4.2 This Agreement may be terminated by either party upon providing the other party with written notice of termination more than twelve (12) months prior to expiration of the applicable term, i.e., more than twelve (12) months prior to expiration of the initial three-year term or more than twelve (12) months prior to expiration of an ensuing two-year extension.

4.3 In the event of a breach of any material provision of this Agreement, this Agreement may be terminated upon ninety (90) days' written notice given by the nonbreaching party to the other party, which notice shall specify the breach on which the termination is based, provided, however, that in such event this Agreement shall continue in full force and effect without regard to such notice if the other party cures the breach specified in the notice within the said 90-day period.

4.4 This Agreement will terminate immediately upon the occurrence of any of the following events:

(a) All or any substantial part of the property of either party shall be condemned, seized or otherwise appropriated, or the custody or control of such property shall be assumed by any person or agency acting or purporting to act under authority of any government (de jure or de facto) or either party shall have been prevented from exercising normal managerial control over all or any substantial part of its property by any such person or agency; or

(b) Either party shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator for its business or of all or any substantial part of its assets, or (ii) be unable, or admit in writing its inability, to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or seeking to take advantage of any insolvency law, or file an answer admitting the material allegations of a petition filed

against either party in any bankruptcy, reorganization or insolvency proceeding, or take corporate action for the purpose of effecting any of the foregoing; or

(c) An order, judgment or decree shall be entered without the application, approval or consent of the subject party by any court of competent jurisdiction, approving a petition seeking reorganization of the party or appointing a receiver, trustee or liquidator of its business or of all or any substantial part of its assets; or

(d) An order or notice shall be published by any government or inter-government authority requiring the cessation of trading activities with the subject party as a result of the violation of export controls, safety or other regulatory laws.

4.5 Upon termination of this Agreement, Distributor shall no longer have the right to serve as a distributor of the Products in the Territories and shall not be entitled to any additional consideration as a result of such termination. However, Distributor shall have the right to continue selling in the Territories the Products which are in Distributor's inventory at the time of termination of this Agreement; such right, however, shall terminate six (6) months after termination of this Agreement. Supplier shall accept all Products returned by Distributor for full refund if Distributor so requests in writing within twelve (12) months after termination of this Agreement, such refund to be made at the prices for which the Products were originally purchased by Distributor from Supplier, provided that the returned Products are in good condition as approved by Supplier, such approval by Supplier shall not unreasonably be withheld or delayed.

4.6 Upon termination of this Agreement, Distributor shall cease to represent itself as being a distributor of Supplier. Within sixty (60) days after termination, Distributor will return to Supplier all promotional materials for and samples and demonstration models of the Products.

4.7 Notwithstanding termination of this Agreement upon notice as provided in Section 4.2 of this Agreement, Supplier shall continue to provide Products in conformity with and pursuant to the terms of this Agreement during the remaining term of this Agreement. Further, in the event of a termination notice, Distributor shall notify Supplier by the termination date, of a list of all prospective customers interested in the Products. If, within six (6) months after the termination date, Supplier receives a purchase order from any of the identified prospects, Supplier (i) shall promptly notify Distributor of such purchase order and (ii) shall pay to Distributor a commission equal to the Distributor's discount with respect to the Products under such purchase order.

4.8 Notwithstanding termination of this Agreement, Distributor shall continue to perform all warranty service during the term of any applicable warranty period, whether such warranty expires before or after the termination of this Agreement, with respect to any Products sold by, on behalf of, or in cooperation with Distributor.

4.9 Upon the termination, expiration or non-renewal of this Agreement, Supplier shall not be liable to Distributor for any compensation, reimbursement or damages on account of the loss of prospective profits from anticipated sales, or on account of any expenditures, investments, losses or commitments in connection with the business or goodwill of Supplier, Distributor, or otherwise, provided that Supplier has not breached any material provision of this Agreement, except as expressly provided in Section 4.7 of this Agreement.

5. Indemnification.

5.1 Distributor hereby agrees to indemnify and hold Supplier harmless from and against any and all damages, liabilities, fines or expenses incurred by Supplier as a result of Distributor's breach of any provision hereof.

5.2 Supplier hereby agrees to indemnify and hold Distributor harmless from and against any and all damages, liabilities, fines or expenses incurred by Distributor as a result of Suppliers breach of any provision hereof.

5.3 Supplier agrees to defend and hold Distributor harmless from and against any and all damages, liabilities, fines or expenses incurred by Distributor in connection with any claim or lawsuit arising out of the design, manufacture, use, Supplier's warranty, or any defect ("gebrek") of any of the Products, provided that Distributor has complied with its obligations hereunder and has given prompt notice of the claim or lawsuit to Supplier together with all information and documents relating to such a claim or lawsuit. Distributor hereby agrees to assist Supplier in defending such claim or lawsuit.

5.4 Supplier agrees to defend and hold Distributor harmless from and against any and all damages, liabilities, fines or expenses incurred by Distributor in connection with any claim or lawsuit arising out of any infringement or alleged infringement of any patent or other intellectual property rights of any person, firm or company in the Territories, provided that Distributor has given prompt notice of the claim or lawsuit to Supplier together with all information and documents relating to such a claim or lawsuit. Distributor hereby agrees to assist Supplier in defending such claim or lawsuit.

5.5 The indemnification agreements as provided in this Section 5 shall continue in full force and effect despite the expiration, recision, or termination of this Agreement.

6. Relationship of the Parties.

6.1 The relationship between Supplier and Distributor is an independent contractor relationship between a seller and buyer. Neither Distributor, nor any employee of Distributor, shall be considered an employee or agent of Supplier for any purpose. Unless otherwise expressly authorized in writing by the other party hereto, neither party shall have the right or authority to assume or create any responsibility, express or implied, on behalf of or in the name of the other party hereto, or to bind the other party in any manner whatsoever, or to accept payment from any person on behalf of the other party.

6.2 Supplier hereby grants a license to Distributor permitting Distributor to use Supplier's trademarks and trade names only in connection with the sale of Products. Distributor agrees to use Supplier's trademarks and trade names in connection with the sale of any Products. This license shall terminate upon the termination of this Agreement, at which time Distributor shall cease to and shall not thereafter use, and shall not permit any of its agents, employees or subsidiaries thereafter to use, for any purpose whatsoever, any of Supplier's trademarks or trade names other than for the purpose of selling Products in Distributor's inventory as specifically provided in Section 4.5 of this Agreement, or pursuant to any other written agreement between the parties. Nothing in this Agreement shall be deemed to transfer to or confer upon Distributor any right, title or interest in any trademark or trade name owned by or used by Supplier.

6.3 During the term of this Agreement and for a period of six (6) months after termination of this Agreement, (i) Supplier shall not, without Distributor's prior written consent, solicit employees of Distributor or any of its subsidiaries for employment with Supplier or otherwise interfere, with Distributor's relationship with its employees, and (ii) Distributor shall not, without Supplier's prior written consent, solicit employees of Supplier or any of its subsidiaries for employment with Distributor or otherwise interfere with Supplier's relationship with its employees. This Section shall not restrict or prohibit (i) Supplier from hiring an employee of Distributor or any of its subsidiaries, if such employee applies for employment with Supplier by responding to an announcement of an available employment position, and (ii) Distributor from hiring an employee of Supplier or any of its subsidiaries, if such employee applies for employment with Distributor by responding to an announcement of an available employment position.

7. Assignment.

7.1 Neither this Agreement nor any right, title, interest or obligation hereunder may be assigned or otherwise transferred by either party or their assignees, transferees or successors in interest without the prior written consent of the other party. This Agreement shall inure to the benefit of such assignees, transferees and other successors in interest of the parties in the event of an assignment or other transfer made consistent with the provisions of this Agreement.

7.2 By its signature to the Agreement, Supplier consents to the assignment of this Agreement to Distributor's affiliated companies in the respective geographical areas set forth in Exhibit B attached hereto.

8. Force Majeure.

Neither party shall be liable for any breach of this Agreement occasioned by an act of God, labor disputes, unavailability of transportation, goods or services, governmental restrictions or actions, change in the law, war (declared or undeclared) or other hostilities, or by any other event, the condition or cause of which is beyond the control of such party. In the event of nonperformance or delay attributable to any such causes, the period for performance of the applicable obligation hereunder will be extended for a period equal to the period of delay. However, the party so delayed shall use its best efforts, without obligation to expend substantial amounts not otherwise required under this Agreement, to circumvent or overcome the cause of the delay. In the event that any such delay exceeds sixty (60) days, either party may at its option terminate this Agreement effective immediately by giving written notice thereof to the other party.

9. Notices.

Any notice required to be given hereunder shall be deemed to have been effectively given only when delivered personally to an officer of the applicable party, or when first sent by telefax and confirmed by registered mail, addressed to the ,applicable party at its address set forth below, or at such other address as such party my hereafter designate as the appropriate address for the receipt of such notice:

To Supplier at: Fluoroware, Inc.
Attention: Stan Geyer
102 Jonathan Boulevard North
Chaska, Minnesota 55318 U.S.A.

To Distributor at:

Metron Semiconductors Europa B.V.
c/o Metron Technology Corporation,
Attention: Edward Segal
770 Lucerne Drive
Sunnyvale, California 94086-3844
U.S.A.

with a copy to:

Metron Semiconductors Europa B.V.
Attention: Udo Jaensch
Saturnstra e 48
D-85609 Aschheim
Germany

10. Waiver.

No waiver by either party of strict compliance with all terms and conditions of this Agreement shall constitute a waiver of any subsequent failure of the other party to comply strictly with each and every term and condition hereof.

11. Complete Agreement.

This Agreement constitutes the entire agreement between the parties relating to the subject matter contained herein and it supersedes and terminates any and all prior agreements between them, including the Distribution Agreement between Supplier and Distributor dated September 1, 1988, and the Conditions of Sales Representative Term Agreement between Supplier and Metron Semiconductors (Hong Kong) Ltd., dated June 4, 1985, as amended on October 22, 1985, June 4, 1986, and June 19, 1986. If any provision, or application hereof, of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had not been contained herein. This Agreement may be amended or otherwise modified only by a written document signed by authorized representatives of the parties.

12. Counterparts.

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall constitute but one instrument.

13. Arbitration and Applicable Law.

13.1 Any dispute between the parties arising out of or in connection with this Agreement that cannot be settled amicably between the parties shall be finally

resolved by arbitration. Arbitration proceedings shall be conducted in Minneapolis, Minnesota pursuant to the International Arbitration Rules of the American Arbitration Association. In the event that either party makes a demand for arbitration, the arbitrator shall be selected by mutual agreement between the parties, or if the parties are unable to agree on an arbitrator within twenty (20) days after a demand for arbitration is made, the arbitrator shall be selected by the American Arbitration Association. Disputes subject to arbitration hereunder for claims in the aggregate amount of One Million (U.S.) Dollars ($1,000,000.00) shall be resolved by a panel of three independent impartial arbitrators, one arbitrator selected by Supplier, one by Distributor and the third by the other two arbitrators. Failure to select an arbitrator within twenty (20) days of a demand for arbitration shall be deemed a waiver of a right to select an arbitrator and one will be selected by the American Arbitration Association. All arbitrators shall be persons with skill and experience in the industry. The costs of arbitration, but not the costs and expenses of the parties, shall be shared equally by Supplier and Distributor.

13.2 Either party shall have the right to review, prior to the submission of its case to the arbitration panel, any and all documents in the possession of the other party which relate to such other party's performance under, or the conduct of its activities in connection with, this Agreement.

13.3 The governing language of this Agreement shall be English. This Agreement shall be interpreted and enforced in accordance with the laws of the United States and the State of Minnesota, without giving effect to choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13.4 The agreement to arbitrate as provided in this Section 13 shall continue in full force and effect despite the expiration, recision, or termination of this Agreement. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury.

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

DISTRIBUTOR	SUPPLIER
METRON SEMICONDUCTORS EUROPA B.V.	FLUOROWARE, INC.
By /s/ Illegible	By /s/ James Dauwalter
Title Executive Vice President	Title Executive Vice President

EXHIBIT A

1. The following Products are covered by this Distribution Agreement:

1.1 Except as provided in Sections 1.2 and 1.3 below, or pursuant to a written agreement between Supplier and Distributor, Distributor shall be the exclusive distributor of the following Products and any products which are intended to replace such Products:

(a) Microelectronics Materials Management Products.

* HTC 8020 Cleaning Systems
* all products listed in Supplier's following catalogs, in effect as of the effective date of this Distribution Agreement:

  * Handling Products for the Semiconductor Back-End
  * Handling Products and Services for the Data Storage Industry
  * Wafer Handling Products for the Semiconductor Industry
  * Mask and Reticle Handling Products for the Semiconductor Industry
  * Specialized Handling Products
  * Labware

(b) Critical Fluid Management Products.

* espy Sensing Components

* all products listed in the Fluoroware Fluid Handling Products and Technical Reference Manual (3-ring binder) with the following subcatalogs, in effect as of the effective date of this Distribution Agreement:

  * Valves and Fluid Controls
  * Tube Fittings and Tubing
  * PureBond Fusible and Related Piping Products
  * Specialty, Custom Fab and Accessory Products
  * FluoroPure Chemical Container Product
  * Process Tanks

Any new product lines manufactured by Supplier subsequent to the effective date of this Distribution Agreement will be covered by this Distribution Agreement only upon written agreement between Supplier and Distributor.

1.2 Products Limited to certain Supplier offices.

Matrix trays may be distributed only by Metron Semiconductors Limited, Metron Semiconductors Asia Limited and Metron Semiconductors (Hong Kong) Limited.

1.3 Products under a non-exclusive distributor basis.

FluoroTrac identification products, FluoroTrac spares, and Flat Panel Display products may be sold by Distributor on a non-exclusive basis.

2. Distributor's discount for each Product shall be a percentage of Supplier's sales list price within a range of five percent (5%) to forty percent (40%), unless otherwise agreed to in writing by Supplier and Distributor.

EXHIBIT B

The Territories covered by this Distribution Agreement include each of the following countries and any country that is a successor to such countries. Responsibility for the Territories are divided among Distributor's subsidiaries as follows:

Metron Semiconductors Deutschland GmbH

- Albania
- Armenia
- Austria
- Azerbaijan
- Belarus
- Bosnia & Hercegovina
- Bulgaria
- Croatia
- Czech Republic
- Estonia
- Georgia
- Germany
- Greece
- Hungary
- India
- Kazakhstan
- Kyrgyzstan
- Latvia
- Lithuania
- Macedonia
- Moldova
- Poland
- Romania
- Russia
- Slovakia
- Slovenia
- Switzerland
- Tajikistan
- Turkey
- Turkmenistan
- Ukraine
- Uzbekistan
- Yugoslavia

Metron Semiconductors Deutschland GmbH, Filiale Italiana

- Italy
- Malta

Metron Semiconductors Benelux B.V.

- The Netherlands
- Belgium
- Luxembourg

Metron Semiconducteurs France S.A.

France
Spain
Portugal

Metron Semiconductors Ltd.

United Kingdom
Republic of Ireland

Metron Semiconductors Nordic AB

Denmark
Finland
Norway
Sweden

Metron Semiconductors (Israel) Ltd.

Israel

Metron Semiconductors (Hong Kong) Limited

Hong Kong

Metron Semiconductors Asia Limited and Metron Semiconductors Far East Limited

Peoples Republic of China
Indonesia
Korea
Malaysia
Philippines
Singapore
Taiwan
Thailand

EXHIBIT C-1

Microelectronics Materials Management Products

Quality Policy	Fluoroware, Inc. is dedicated to providing quality products and services that satisfy our customers' needs. Quality is the responsibility of every employee. Our focus is on continuous improvement and prevention methods for achieving quality. Dan Ouememoen Chairman of the Board and Chief Executive Officer Fluoroware is ISO certified. This certification, issued by SGS International Certification Services, covers all design, manufacture and sale of close tolerance plastic products produced by injection molding, rotational molding, extrusion, machining and fabrication.
How to Order Fluoroware Products	Contact your local sales representative or Fluoroware. Fluoroware Products FLUOROWARE, INC. 102 Jonathan Boulevard North Chaska, Minnesota 55316 USA Telephone: 612/448-3131 Telefax: 612/448-5224 CUSTOMER SERVICE: 612/448-8181 Please use a complete ordering numbers when placing an order.
Environmental Statement	Fluoroware is dedicated to the conservation of the earth's resources to ensure that future generations may also enjoy the beauty and diversity of the natural environment. Please recycle this catalog. Please contact Fluoroware for information on recycling your plastic products.
Technical Support Services	Fluoroware has technical service personnel who are always ready to assist you with your questions and concerns about Fluoroware(R) products and your specific application. We are committed to being your resource for quality products and efficient technical service. Contact your local sales representative or Fluoroware, Inc. 612/448-3131.

Conditions of Sale

Terms and Delivery

Net 30 days, FOB Chaska, Minnesota unless otherwise specifically provided in writing. In all cases, risk of loss or damage in goods in transit shall fall upon Purchaser, whose responsibility it shall be to file with the carrier.

Warranty Fluoroware, Inc. warrants each new Fluoroware Product against defects in materials or workmanship for a period of ninety (90) days from the date of purchase and, upon confirmation of defects, agrees as is exclusive remedy to receive defective product without charge, shipping expenses to be paid by customer.

Fluoroware, Inc. is not responsible for such damage resulting from accident, misuse or abuse, or lack of reasonable care.

IMPORTANT: NO OTHER WARRANTY, WRITTEN OR ORAL IS AUTHORIZED BY FLUOROWARE, INC. NO RESPONSIBILITY IS ASSUMED FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

Claims and Returns Claims for storage or inaccurate filling of orders must be made to Fluoroware, Inc. within 30 days after receipt of goods. All returns must have an accompanying return authorization number regardless of reason for return. Return procedures must be initiated by phone or mail contact directly with Fluoroware, Inc. There will be a restocking charge on any items returned for credit or exchange when the error is not Fluoroware's.

Price All prices are subject to change without notice and are based on standard packaging. For information on pricing, please contact Fluoroware.

Product Changes Fluoroware, Inc. reserves the right to make design changes for the improvement of a product.

Special Orders Product runs of parts with special materials/revisions or parts requiring a special material revision will be quoted as specials and are NOT RETURNABLE when made to a customer's specification.

- ---

Trademarks

EXHIBIT C-2

HTC 8020 System and FluoroTrac System

Product Support

INSTALLATION

Installation of HTC systems is performed by the customer. Facilities requirements are provided by the Fluoroware Account Manager to the appropriate customer contact. It is the Account Manager's responsibility to review facilities requirements, warranty, training and installation with the appropriate customer contact(s).

SYSTEM START-UP

A Fluoroware Field Service Representative will visit the customer to ensure correct installation and to conduct the initial start-up of the equipment. This field support is included in the system cost. Fluoroware requires notification of system start-up at least two weeks in advance. Fluoroware will give faster response when feasible, but will only commit to a two week response time. If facility hookup is not complete when the Fluoroware Representative arrives, the start-up will be rescheduled and Fluoroware will bill the customer for additional time and expense. It is the responsibility of the Account Manager to inform the appropriate customer contact of this, insuring the facility hookup is complete when the Field Service Representative arrives.

WARRANTY INFORMATION

Fluoroware, Inc. warrants each HTC 8020 System against defects in materials or workmanship for a period of (1) year from the date of shipment and, upon confirmation of the defect agrees, at its option, to repair or replace the defective component without charge. Fluoroware will pay shipping expenses for any defective components.

Fluoroware, Inc. is not responsible for product damage resulting from accident, misuse or abuse, or lack of reasonable care.

No responsibility is assumed for any special, incidental, or consequential damages. Implied warranties for merchantability and fitness for a particular purpose are specifically disclaimed.

Entegris, Inc.
4405 Arrows West Drive
Colorado Springs Colorado 80907
Telephone 719-528-2600
Facsimile 719-528-2690

Entegris, Inc., ISS Amendments to Metron/Fluoroware Distribution Contract (7/6/98 Renewal)

Entegris, Inc. Integrated Shipping Systems (ISS) has noted the following exceptions to the Distribution Agreement, executed between Metron Technologies, Inc. and Fluoroware, Inc., dated July 7, 1995, hereafter "Agreement" in these Amendments. The following sections shall be amended and replace the respective sections of the Agreement as noted;

Section

1.1 Entegris, Inc. - ISS (hereafter "Supplier" in these Amendments) will maintain offices for sales support to identified Strategic Accounts, referred to in Exhibit "Al", and within the territories identified in the attached amendments to Exhibit "B1". ISS personnel will actively sell to identified Strategic Accounts, globally. Supplier International Sales Managers (ISM) will direct Metron Technology, Inc. (hereafter "Distributor" in these amendments) and Supplier personnel, within their assigned regions, to meet business unit goals and objectives. The Distributor sales personnel will also take direction from the Supplier Strategic Account Managers (SAM) on any activity involving an identified Strategic Account within their respective territories.

1.2 Entegris ISS will sell Products, as defined in Exhibit "Al", to the distributor per the attached price list, unless product is shipped directly from the Supplier manufacturing facilities or distribution centers to the customer ("drop ship") in which case Supplier shall extend Distributor a ten percent (10%) discount off of the end customer "net sales price" or commercial invoice. "Net sales price" for the purpose of this Agreement shall mean the price received by the Supplier, excluding any sales taxes, value added taxes (VAT), duties, transportation charges, freight charges, foreign exchange rate differential, or other items which are ordinarily and customarily deducted from the gross sales price. The attached price list will be reviewed on a semi-annual basis. Concurrent to the semi-annual price list review, Supplier shall have the right to modify Exhibit "Al". Entegris ISS will give a sixty (60) day advance notice of impending changes to the price list, based on the semi-annual review. Submittal of a Price Deviation Request (PDR, sample attached) will document any requested deviation from the attached price list. The Supplier Product Marketing Manager must approve the PDR prior to acceptance of any

purchase order from the Distributor. Distributor will reference recommended selling price guidelines (maximum / minimum) established on the attached price list.

The Supplier agrees to pay a five percent (5%) commission based upon a percentage of "net sales price" received from the sale of the Products to identified Strategic Accounts. All prices are F.C.A / F.O.B. point or origin or manufacture. In case of a blanket order, the sale occurs when the blanket order buyer submits instructions for the actual delivery of the Products. The Supplier will pay the commission during the month following receipt of payment. When commission has been paid and the Products are returned at a later date for credit, the commission paid will be deducted against Distributor future commissions. No commission will be paid on returned goods, samples, restocking charges, tooling fees, engineering charges, second operations, or special run charges that are considered abnormal to operations.

1.4 Sales to the Distributor will be invoiced on an open account basis. All terms are net thirty (30) days, with a one and one-half percent (1-1/2%) monthly service charge on the unpaid balance, not to exceed the maximum amount permitted by law. Supplier reserves the right to withhold services and remaining Products until payments on this or any other order are current

1.5 All prices are exclusive of taxes and are F.O.B. point of manufacture or origin. All applicable duties, sales, use, VAT, or excise taxes will be added to the purchase price and itemized and/or invoiced separately. For Product purchased by the Distributor, title to the Product shall be passed to the Distributor and Distributor shall bear the risk of loss, F.O.B. Suppliers factory or distribution centers.

1.6 This section is excluded.

2.2 Supplier will negotiate pricing, accept purchase orders from, ship directly to, and invoice all designated Strategic Accounts or entities, located within any of the Distributor's Territories. All orders from designated Strategic Accounts will be placed with an Entegris, Inc. customer service representative. Supplier shall present and freely share global strategies, objectives, and goals for each designated Strategic Account, with locations within the Distributor's Territories, with the Distributor personnel.

2.4 Supplier will, from time to time, supply Distributor, at Supplier's cost, with a reasonable quantity of promotional materials in the English language, such as literature, catalogs and other advertising materials relating to the Products. The Distributor will only translate such materials to other languages on approval of the Supplier Product Marketing Department and after final draft review. Cost of translations to other languages will be borne by the Distributor, unless approved in advance by Supplier.

2.5 Supplier will provide Distributor with reasonable numbers of the Product for the Distributor to use as samples and demonstration models, on an as needed basis only. Distributor will insure that all such product shall be destroyed or returned to Supplier if the product does not reflect the current acceptable engineering revision levels or acceptance criteria.

2.10 Supplier warrants that at the time the Products are delivered to the Distributor, they will meet the Supplier's Product specification, for a period of ninety (90) days. Said warranty is limited, at the option of Supplier, to repair or replacement of the defective item, provided that such item is returned to Supplier, transportation prepaid for inspection and approval. Distributor will follow Supplier establish Corrective Action procedures.

THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FOR FITNESS FOR ANY PARTICULAR PURPOSE, PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON SELLER'S SKILL AND JUDGMENT TO SELECT OR FURNISH PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT. SELLER SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCT OR THEIR USE BY PURCHASER. THIS WARRANTY SHALL NOT APPLY TO PRODUCTS WHICH HAVE BEEN SUBJECT TO MISUSE OR ABUSE, MISAPPLICATION, REPAIR OR TAMPERING IN ANY WAY SO AS TO AFFECT PERFORMANCE

2.12 Supplier shall only accept for credit any inventory of Product that is obsolete, provided that said product is no older than ninety (90) days. Supplier determines definition and designation of obsolete product and is obligated to give sixty (60) days notice of Product obsolescence. Supplier may refuse any products held by the Distributor for more than ninety (90) days after written notice of obsolescence by Supplier.

3.1 Distributor will use its best efforts to sell the products in the Territories. Distributor will support SAM activity and take direction from the SAMs and ISMs in implementation of designated Strategic Account strategies, objectives, and goals.

4.2 These amendments will be effective for twelve- (12) months from the execution date. Either party, upon providing a ninety- (90) day written notice of termination, prior to the expiration date, may terminate these Amendments to the Agreement stated herein. If neither party provides notice to terminate, these Amendments to the Agreement will automatically extend for an additional twelve- (12) month term and this amendment will revert to the original Section 4.2, as written in the Agreement, dated 7/6/98, between Fluoroware Inc. and Metron Technologies Inc.

4.5 Upon termination of these Amendments to the Agreement, Distributor shall no longer have the right to serve as a distributor of the Products in the Territories and shall not be entitled to any additional consideration. All Products in possession of the Distributor shall be returned to the Supplier, using Supplier approved means. An authorization number provided by Supplier and only upon prior authorization must accompany product returned. Only those Products that are new and unused currently manufactured, and which have been shipped to the Distributor within ninety (90) days, will be accepted for return. Non Standard Products may not be returned for credit. Products must be securely packed and sealed, in original packaging, to reach Supplier without damage. Damaged Products will not be accepted or considered for credit.

With the exceptions as noted above, Entegris, Inc. - Integrated Shipping Systems recognize all other provisions of the Agreement.

/s/ Richard M. Lemons	/s/ Michael Grandinctti
Richard M. Lemons	Michael Grandinetti
Senior Vice President, Entegris, Inc.	Executive Vice President
Integrated Shipping Systems	Metron Technology, Inc.
October 22, 1999	October 17, 1999
Date	Date

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Entegris, Inc.
4405 Arrows West Drive
Colorado Springs Colorado 80907
Telephone 719-528-2600
Facsimile 719-528-2690

Entegris, Inc. - ISS Amendments to Metron / Fluoroware Contract
(7/6/98 Renewal)
EXHIBIT Al

1. The following Products are covered by this Distribution Agreement, in addition to the Products defined in the original Exhibit A, dated 7/6/95:

1.1. Distributor shall be the exclusive distributor of the following Products and any Products which are intended to replace such Products:

1.1.1. Wafer Shipping System

a. Ultrapak(R)Wafer Shipping Systems - All sizes

b. Ultrapak(R)SC (Sentinel Cassette) Wafer Shipping Systems - All Sizes

c. Voyager(R)150mm, 200mm, and 300mm Wafer Shipping Systems

d. Crystalpak(R)Wafer Shipping systems - 200mm and 300mm

e. Crystalpak(R)SC (Sentinel Cassette) Wafer Shipping Systems - 200mm and 300mm

f. Sentinel(R) and Sentinel Plus@ Wafer Shipping Systems - 200mm

g. Orion(R) Wafer Shipping Systems - All Sizes

1.1.2. 300mm Front Opening Shipping Box (F.O.S.B.)

1.1.3. Disk Shipping System

a. All Sizes

1.1.4. Disk Process Carrier

a. All Sizes

2. Distributors discounts for each Product, defined herein, shall be:

2.1. Orders shipped directly to Metron Technology location, as defined in Exhibit "B" - Per attached price list.

2.2. Orders shipped directly to Metron Technology customer location

- Ten Percent (10%) of net sales price established on Customer Purchase Order to Metron Technologies

or

- Ten Percent (10%) of net sales price established on Commercial Invoice to Metron Technologies customer.

3. The following accounts are designated as Entegris, Inc. ISS Global Strategic Accounts. For these accounts the Distributor will provide local representative support and receive a five percent (5%) commission on paid invoices for product shipped to the Strategic Account entities or locations within the Distributor's defined Territories, outlined on Exhibit B1.

3.1 Disk Strategic Accounts

- Seagate Technologies Inc.
- International Business Machines (IBM) Inc.
- Komag Inc.
- HMT Inc.
- MMC
- Hoya

3.2. Wafer Strategic Accounts

- Wacker
- Shinetsu Hartdotai (SEM
- MEMC
- Sumitomo Sitix
- Komatsu
- Mitsubishi Silicon

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Entegris, Inc.
4405 Arrows West Drive
Colorado Springs Colorado 80907
Telephone 719-528-2600
Facsimile 719-528-2690

Entegris, Inc. - ISS Amendments to Metron/Fluoroware Contract
(7/6/98 Renewal)
EXHIBIT B1

With the exception of the designated Strategic Accounts, listed on Exhibit Al, located within any of the listed Territories, the Territories covered by this Distribution Agreement include each of the following countries and any country that is a successor to such country. Responsibility for the Territories are divided among Distributor's subsidiaries as follows:

Metron Semiconductors Deutschland GmbH
- ----------
Refer to original Exhibit B, dated 7/6/95

Metron Semiconductors Deutschland GmbH, Filiale Italiana
- ----------
Refer to original Exhibit B, dated 7/6/95

Metron Semiconductors Benelux B.V.
- ----------
Refer to original Exhibit B, dated 7/6/95

Metron Semiconducteurs France S.A.
- ----------
Refer to original Exhibit B, dated 7/6/95

Metron Semiconductors Ltd.
- ----------
Refer to original Exhibit B, dated 7/6/95

Metron Semiconductors Nordic AB
- ----------
Refer to original Exhibit B, dated 7/6/95

Metron Semiconductors (Israel) Ltd.
- ----------
Refer to original Exhibit B, dated 7/6/95

Metron Semiconductors (Hong Kong) Limited
- ----------
Refer to original Exhibit B, dated 7/6/95

Metron Semiconductors Asia Limited and Metron Semiconductors Far East Limited
- ---------- ----------
Refer to original Exhibit B, dated 7/6/95

ALL SALES WITHIN JAPAN ARE SPECIFICALLY EXCLUDED

ALL SALES TO LG SILTRON (WORLDWIDE) ARE SPECIFICALLY EXCLUDED

EXHIBIT 10.17

METRON SEMICONDUCTORS EUROPA B.V.

INVESTOR RIGHTS AGREEMENT

July 6, 1995

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METRON SEMICONDUCTORS EUROPA B.V.

INVESTOR-RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT is made as of the 6th day of July, 1995, by and among Metron Semiconductors Europa B.V., a corporation organized and existing under the laws of The Netherlands (the "Company"), and the investors listed on the Schedule of Investors attached hereto as Schedule A (the "Investors").

R E C I T A L S

A. That certain Agreement and Plan of Reorganization (the "Reorganization Agreement") dated as of April 3, 1995 calls for the Company and the Investors to enter into this Investor Rights Agreement granting to the Investors the rights set forth herein.

B. As of the date of this Agreement the Company has an authorized share capital of One Million Dutch Guilders (NLG 1,000,000) divided in ten million shares with a par value of NLG 0.10 per share each. Upon consummation of the transactions contemplated by the Reorganization Agreement, the issued share capital of the Company is approximately NLG 292,193 divided into 2,921,930 shares.

C. In entering into this Agreement, the parties have assumed that any initial public offering of the Company's shares will take place principally in the United States of America, and be registered under the Securities Act of 1933, as amended.

D. The unofficial English translations of the current Articles of Association of the Company and of the proposed Articles of Association of the Company which each contain further restrictions applicable to the Company's shares, are attached hereto as Exhibit A and B, respectively.

A G R E E M E N T

Now, therefore, in consideration of the foregoing premises and the mutual covenants set forth herein, the parties agree as follows:

1. Registration Rights.

1.1 Definition. As used in this Agreement the following terms shall have the following respective meanings:

(a) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended;

(b) "Form S-3" shall mean such form under the Securities Act as in effect on the date hereof or any successor form promulgated by the SEC (including Form F-3 and its successors);

(c) "Holder" shall mean any person who is the legal owner of Registrable Securities which have not previously been registered under the Securities Act and sold, but only if such person is an Investor or an assignee or transferee thereof in accordance with Section 1.10 hereof. For all purposes of this Agreement, the Company and the other parties hereto are expressly authorized to treat those persons registered in the Shareholders' Register as the legal owners of the Company's shares;

(d) "Qualified Initial Public Offering" shall mean the first public offering of the Company's shares in the United States, registered under the Securities Act and involving net proceeds to the Company of more than US $7,500,000 and a gross offering price of at least US $8.00 per share with a pair value of NLG 0.10 each (as adjusted from time to time to reflect stock splits, stock dividends, recapitalizations, combinations or the like);

(e) The terms "register", "registered" and "registration" shall mean a registration effected through the preparation and filing of a registration statement or similar document in compliance with the Securities Act;

(f) "Registrable Securities" shall mean any and all Shares issued and outstanding immediately after the closing of the reorganization pursuant to the Reorganization Agreement and the shares or other securities of the Company issued in a stock split or reclassification of, or a stock dividend or other distribution on or in substitution or exchange for, or otherwise in connection with, the Shares, or the shares or other securities of the Company or other entity issued in a merger or consolidation involving the Company or a sale of all or substantially all of the Company's assets; excluding in all cases. However, any Registrable Securities sold by a person in a transaction in which rights under this Section 1 are not assigned;

(g) "Registration Expenses" shall mean all expenses incurred by the Company in effecting any registration pursuant to this Agreement, including without limitation, all registration, qualification and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, blue sky fees and expenses, the expense of any special audits incident to or required by any such registration and fees and disbursements of counsel for the underwriter or underwriting of such securities (if the Company is required to bear such fees and disbursements);

(h) "Securities Act" shall mean the Securities Act of 1933, as amended;

(i) "SEC" shall mean the Securities mid Exchange Commission;

(j) "Selling Expenses" shall mean the fees and disbursements of counsel and accountants for the Holders, all underwriting discounts, selling commissions and stock transfer taxes applicable to the securities registered by the Holders and any other expenses incurred by the Holders not expressly included as a Registration Expense;

(k) "Shares" shall mean the shares of the Company with a par value of NLG 0.10 each held by Investors as of the date hereof.

1.2 Company Registration.

(a) If the Company shall determine to issue new shares in its share capital and to register those shares, upon issue, for its own account in connection with an underwritten offering, including a Qualified Initial Public Offering, on a form which would permit the registration of Registrable Securities, the Company will:

(i) promptly give to each Holder written notice thereof, and

(ii) include in such registration (and any related qualification under applicable blue sky laws) and in any underwriting involved therein, all the Registrable Securities specified in a written request or requests, made within twenty (20) days after mailing or personal delivery of such written notice from the Company, by any Holders, except as set forth in Section 1.2(b); provided however, that nothing herein shall prevent the Company from, at any time, abandoning or delaying any such registration initiated by it.

(b) Underwriting. If the registration of which the Company gives notice is for a Qualified Initial Public Offering, the Company shall so advise the Holders as a part of the written notice given pursuant to Section 1.2(1) (1). The right of any Holder to registration pursuant to this Section 1.2 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Shares through such underwriting shall (together with the Company) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company. Notwithstanding any other provision of this Section 1.2, if the underwriter determines that inclusion of Registrable Securities by the selling Holders would adversely affect the marketing of such proposed offering, the number of Registrable Securities of such Holders to be included in the registration and underwriting may be reduced or may be excluded entirely from such registration and underwriting by the Company. The Company shall so advise all Holders whose securities would otherwise be registered and underwritten pursuant hereto, and the number of shares of Registrable Securities that may be included in the registration and underwriting shall be allocated among all Holders requesting inclusion in such registration in proportion, as nearly as practicable, to the respective amounts of

Registrable Securities held by such Holders at the time of filing the registration statement. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter. Any securities excluded or withdrawn from such underwriting shall be withdrawn from such registration and shall not be sold or otherwise transferred prior to one hundred eighty (180) days after the effective date of the registration statement relating thereto.

1.3 Form S-3 Registration. In case the Company shall receive from any Holder or Holders a written request or requests that the Company effect a registration on Form S-3 for a public offering of at least 125,000 Registrable Securities (as adjusted from time to time to reflect stock splits, stock dividends, recapitalizations, combinations or the like), and the Company is entitled to use Form S-3 to register the Registrable Securities for such offering, the Company will:

(a) promptly give written notice of the proposed registration to all other Holders, and

(b) as soon as practicable, effect such registration to permit or facilitate the sale and distribution of all or such portion of such Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within twenty (20) days after receipt of such written notice from the Company; provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 1.3: (1) if the Company has, within the twelve (12) month period preceding the date of such request already effected one (1) registration on Form S-3 for any Holder or Holders pursuant to this Section 1.3; (ii) if the Company has, within the one hundred eighty (180) days preceding the date of such request, completed its first registered offering to the public for its own account; (iii) if the Company shall finish to the requesting Holders a certificate signed by one or more Managing Directors of the Company stating that, in the good faith judgment of a majority of the members of the Supervisory Board of the Company, it would be seriously detrimental to the Company and its shareholders for such Form S-3 registration statement to be effected at such time, in which event the Company shall have the right to defer the filing of the Form S-3 registration statement for a period of not more than one hundred thirty (130) days after receipt of the request of the Holder or Holders under this Section 1.3, provided that the Company shall not utilize this right more than once in any twelve (12) month period.

Subject to the foregoing, the Company shall file a registration statement covering the Registrable Securities so requested to be registered as soon as practicable after receipt of the request or requests of the Holders.

1.4 Obligations of the Company. Whenever required under this Section 1 to effect the registration of any Registrable Securities, the Company shall, as expeditiously and as reasonably possible:

(a) Prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for up to one hundred twenty (120) days or until the Holder or Holders have completed the distribution described in the registration statement, whichever first occurs.

(b) Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus, used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the same time period as under Section 1.4(a).

(c) Furnish to the Holders such numbers, of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them.

(d) In the event of any underwritten public offering, use reasonable best efforts to perform its obligations under such underwriting agreement, in usual and customary form, with the managing underwriter of such offering. Each Holder participating in such underwriting shall also use reasonable best efforts to perform his, her or its obligations under such agreement.

(e) The Company and the Holders shall each comply with all requirements of and pursuant to the Dutch Act on the Supervision of the Securities Trade and shall instruct the underwriters to comply with such requirements.

(f) Use its best efforts to register or qualify the Registrable Securities covered by such registration statement under such state securities or blue sky laws of such jurisdictions as such participating Holders may reasonably request in writing within 120 days following the original filing of such registration statement except that the Company shall not for any purpose be required to file a general consent to service of process or to qualify to do business as a foreign corporation in any jurisdiction wherein it is not so qualified.

1.5 [intentionally omitted]

1.6 Expenses of Registration. All Registration Expenses incurred in connection with any registration, filing qualification or compliance pursuant to this Section 1 shall be borne by the Company. All Selling Expenses relating to securities registered by the Holders shall be borne by the Holders. However, the Company shall not be required to pay Registration Expenses for any registration begun pursuant to Section 1.3, the request for which has been subsequently withdrawn by the initiating Holders, in which case, such Registration Expenses shall be borne by the Holders requesting such withdrawal.

1.7 Furnish information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 1 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them, and the intended method of disposition of such securities as shall be required to effect the registration of their Registrable Securities and qualification under applicable state securities or blue sky law.

1.8 Indemnification. In the event any Registrable Securities are included in a registration statement under this Section 1:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder of Registrable Securities included in a registration statement pursuant to the provision of this Section 1 (excluding Holders who are then Managing Directors or Supervisory Directors of the Company), each of the officers, directors and partners of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any who controls such Holder or underwriter within the meaning of the Securities Act or Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law insofar as such losses claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (if) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the Company of the Securities Act the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act the Exchange Act, any state securities law or the Dutch Act on the Supervision of the Securities Trade in connection with the offer or sale of the shares included in the registration statement, and the Company will reimburse each such Holder, officer or director, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, or action; provided, however, that the indemnity agreement contained in this Section 1.8(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or

action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability, or action to the extent that it wises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Holder, officer or director, underwriter or controlling person.

(b) To the extent permitted by law, each Holder of Registrable Securities which are included in a registration pursuant to the provisions of this Section 1 will indemnify and hold harmless the Company, each of its Managing Directors and Supervisory Directors, each person, if any, who controls the Company within the meaning of the Securities Act, each underwriter (within the meaning of the Securities Act) of the Company's securities covered by such a registration statement, any person who controls such underwriter, and any other Holder selling securities in such registration statement and each of its directors, officers or partners or any person who controls such Holder, against any losses, claims, damages, or liabilities joint or several) to which the Company or any such underwriter, other Holder, director, officer or controlling person may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement including any preliminary prospectus gr final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the Holder of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act, any state securities law or the Dutch Act on the Supervision of Securities Trade in connection with the offer or sale of the shares included in the registration statement, provided that in the case of (i) and (ii) above the indemnification obligation of such Holder shall only be to the extent that such untrue statement or alleged untrue statement or omission or alleged omission occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration, and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such underwriter, other Holder, Managing Director, Supervisory Director, or controlling person in connection with investigating or defending any such loss, claim, damage, liability, or action; provided, however, that the indemnity agreement contained in this Section 1.8(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld.

(c) Promptly after receipt by an indemnified party under this Section 1.3 of notice of the commencement of any action (including any governmental action), such indemnified party will if a claim in respect thereof is to be made against any indemnifying party under this Section 1.8, notify the indemnifying party in writing of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to

assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, if the defendants in any action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, or if there is a conflict of interest which would prevent counsel for the indemnifying party from also representing the indemnified party; the indemnified party or parties shall have the right to select separate counsel to participate in the defense of such action on behalf of such indemnified party or parties. After notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party pursuant to the provisions of paragraph (a) or (b) above for any legal or other expense subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation, unless (i) the indemnified party shall have employed counsel in accordance with the proviso of the preceding sentence, (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after the notice of the commencement of the action or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party. The failure of any indemnified party to notify an indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of liability to the indemnified party under this Section 1.8 only to the extent that such failure to give notice shall materially prejudice the indemnifying party in the defense of any such claim or any such litigation, but the omission so to notify the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 1.8.

1.9 Reports Under Exchange Act. With a view to making available to the Holders, the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company agrees to:

(a) from and after such time as it has securities registered pursuant to Section 12 of the Exchange Act, or has securities registered pursuant to the Securities Act; make timely filing of such reports as are required to be filed by it with the SEC so that Rule 144 or Form S-3 under the Securities Act or any successor provision thereto will be available to the Holders who are otherwise able to take advantage of the provisions of such Rule or Form;

(b) as applicable, furnish to any Holder so long as the Holder owns any Registrable Securities, forthwith upon request, (i) a written statement by the Company that it has complied with the reporting, requirements of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after it so

qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company with the SEC and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC which permits the selling of any such securities without registration or pursuant to such form.

1.10 Assignment of Registration Rights. The rights to cause the Company to register Registrable Securities pursuant to this Section 1 may be assigned by a Holder to a transferee or assignee of all Registrable Securities held by the transferor or assignor, provided that the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned and such transferee or assignee agrees in writing to be bound by the terms of this Agreement; provided, however, that such assignment of rights shall be effective only if immediately following such transfer the Registrable Securities so transferred or assigned continue to constitute "restricted securities" (as defined in Rule 144 under the Securities Act) in the hands of such transferee or assignee.

1.11 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the outstanding Registrable Securities, enter into any agreement with any holder or prospective holder of any securities of the Company which would allow such holder or prospective holder to include such securities in any registration filed under Section 1.2 or 1.3 hereof, unless under the terms of such agreement such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of his or her securities will not reduce the amount of the Registrable Securities of the Holders which is included.

1.12 "Market Stand-off" Agreement. If requested by the Company, or an underwriter of Shares (or other securities) of the Company, each Holder hereby agrees that it will not sell or otherwise transfer or dispose of any Registrable Securities, except Shares included in such registration, during the one hundred eighty (180) day period following the effective date of a registration statement of the Company filed under the Securities Act.

In order to enforce the foregoing covenant and to the extent permissible under applicable laws, the Company may impose stop-transfer instructions with respect to the Registrable Securities of each Holder (and the shares or securities of every other person subject to the foregoing restriction) until the end of such 180-day period.

1.13 Delay of Registration. Subject to applicable law, no Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 1.

1.14 Termination of Registration Rights. The right of any Holder to exercise any right provided under Section 1.2 or 1.3 shall terminate after three (3) years following the consummation of the sale of securities pursuant to a registration statement filed by the Company under the Securities Act in connection with the initial firm commitment underwritten offering of its securities to the general public, or such earlier date as all shares of Registrable Securities held by such Holder may immediately be sold under Rule 144 or any successor provision during any 90-day period.

2. Right of First Refusal. The Company hereby grants to each Investor the right of first refusal to purchase its pro rata share of any New Securities (as defined in Section 2.1) that the Company may, from time to time propose to issue - - only if the statutory pre-emptive rights under Section 206(a) of Book 2 of the Dutch Civil Code have been excluded by a resolution of the General Meeting of Shareholders or, if the Supervisory Board has been designated to resolve upon the issuance of shares, by resolution of the Supervisory Board of the Company - or propose to sell, in case the Articles of Association require shareholders' approval for the transfer of shares, only if such sale has been approved by a resolution of the General Meeting of Shareholders, and in case the Articles of Association provide for pre-emptive rights for the transfer of shares held by the Company in its own capital, only if such pre-emptive rights have been excluded by a resolution of the General Meeting of Shareholders or, if the Supervisory Board has been designated to resolve upon the issuance of shares, by resolution of the Supervisory Board. An Investor's pro rata share, for purpose of this right of first refusal, is the ratio of the number of Shares legally owned by such Investor immediately prior to the issuance of New Securities to the total number of Shares legally owned by all of the Investors immediately prior to the issuance of New Securities. This right of first refusal shall be subject to the following provisions:

2.1 "New Securities". "New Securities" shall mean any shares of the Company, whether or not now authorized, and rights, options or warrants to purchase such shares, and securities of any type whatsoever that are or may become convertible into shares of the Company, provided, however, that the term "New Securities" shall not include (i) securities issued pursuant to the Reorganization Agreement or issued prior to the date of this Agreement, (ii) securities; issued pursuant to the acquisition of another business entity or business segment of any such entity by the Company by merger, purchase of substantially all the assets of such entity or business segment or other reorganization, (iii) securities issued to officers, directors, employees or consultants of or to the Company pursuant to any stock option, stock purchase or stock bonus plan, agreement " arrangement approved by the Managing Board or Supervisory Board of the Company, (iv) securities issued in any public offering which is firmly underwritten,(v) securities issued in connection with any stock split, stock dividend or recapitalization of the Company, and (vi) any right, option or warrant to acquire any security convertible into the securities excluded from the definition of New Securities pursuant to subsections (i) through (v) above.

2.2 Notice of Proposed Issuance. In the event the Company proposed to undertake an issuance or sale of New Securities, it shall give each Investor written notice of its intention, describing the type of New Securities, their price and the general terms upon which the Company proposes to issue such New Securities. Each Investor shall have twenty (20) days after any such notice is delivered to exercise its option to purchase up to its pro rata portion of such New Securities at the price and upon the terms specified in the notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased.

2.3 Sale of New Securities. In the event the Investors fail to exercise fully the right of first refusal and first offer within said twenty (20) day period, the Company shall have ninety (90) days thereafter to sell or issue or enter into an agreement (pursuant to which the sale of New Securities covered thereby shall be closed, if at all, within sixty (60) days from the date of such agreement) to sell or issue the New Securities respecting which the Investors' right of first refusal set forth in this Section 2 is not exercised, at a price and upon terms no more favorable to the purchasers thereof than are specified in the Company's notice to Investors pursuant to Section 2.2. In the event the Company has not sold the New Securities within the foregoing period, the Company shall not thereafter issue or sell any New Securities without first again offering such securities to the Investors in the manner provided in Section 2.2 above.

2.4 Assignment. The rights granted by the Company pursuant to this Section 2 may be assigned by any Investor to a transferee or assignee of not less than all of the Shares held by such Investor; provided that such assignment may otherwise be affected in accordance with applicable securities laws and that the Company is given written notice at the time of said assignment stating the name and address of said transferee or assignee and identifying the securities with respect to which such rights are being assigned, and such transferee or assignee agrees in writing to be bound by the term and conditions of this Agreement

2.5 Termination of Right of First Refusal. The right of first refusal granted under this Section 2 shall terminate upon the effectiveness of the first registration statement filed by the Company involving a Qualified Initial Public Offering.

3. Co-Sale Rights.

3.1 Sales by an Investor.

(a) Except as otherwise provided in this Section 3, in the event that any Investor proposes to sell or transfer all or any of the Shares then held by such Investor (a "Selling Investor") to any non-Investor (other than the Company), such Selling Investor shall promptly give written notice (the "Co-Sale Notice") simultaneously to the Company and each Investor at least twenty (20) days prior to the closing of such sale or transfer. The Co-Sale

Notice shall describe the proposed sale or transfer in reasonable detail including, without limitation, the number of Shares to be sold or transferred, the consideration to be paid, and the name and address of each prospective purchaser or transferee.

(b) Each Investor shall have the right exercisable upon written notice to the Selling Investor within fifteen (15) days after receipt of the Co-Sale Notice, to participate in such sale of Shares to the extent set forth in Section 3.1(c) on the same terms and conditions as are set forth in the Co-Sale Notice. To the extent that one or more of the Investors exercises such right of participation, the number of shares that the Selling Investor may sell in the transaction shall be correspondingly reduced. Each Investor who elects to participate in such sale is referred to herein as a "Participant."

(c) Each Investor may sell up to such Investor's pro rata portion of the number of Shares offered for sale by the Selling Investor. An Investor's pro rata portion for purposes of this co-sale right is determined by multiplying (i) the number of Shares to be sold by the Selling Investor by (ii) a fraction, the numerator of which is the number of Shares held by such Investor and the denominator of which is the sum of the number of Shares held by the Selling Investor and by all other Investors.

(d) To the extent that any prospective purchaser or purchasers refuses to purchase shares from a Participant in connection with the exercise of his or its rights of co-sale hereunder, the Selling Investor shall not sell to such prospective purchaser or purchasers any Shares unless, prior to, or simultaneously with such sale, the Selling Investor purchases such Sham from Participant.

(e) Any sale of shares covered by the Co-Sale Notice and any sale of shares by a Selling Investor exercising its co-sale right pursuant to such Co-sale Notice shall be consummated, other than compliance with the share transfer restrictions in the Articles of Association of the Company and with the formal requirements of Netherlands law to effect the transfer of such Shares, within sixty (60) days after delivery of the Co-Sale Notice and shall be on terms and conditions no more favorable to the Selling Investor than the terms specified in the Co-Sale Notice. Any sale of such Shares after such 60-day period shall again be subject to the obligations set forth in Sections 3.1(a) through (e). Each such sale shall constitute a separate transaction between the Participant and the Selling Investor on the one hand and the purchaser(s) on the other hand.

(f) The exercise or non-exercise of the rights of any Investor hereunder to participate in one or more sales of Shares made by any Investor shall not adversely affect such Investor's rights to participate in subsequent sales of Shares subject to this Section 3.1.

3.2 Exempt Transfers.

(a) Notwithstanding any other provision of this Agreement the provisions of Section 3.1 shall not apply to:

(i) any pledge of Shares made pursuant to a bona fide loan transaction that creates a mere security interest including the foreclosure of any such pledge;

(ii) any transfer to an Investor's ancestors, descendants or spouse, or to trusts, for the benefit of such persons or such Investor; or

(iii) any bona fide gift;

provided that the Investor making an exempt transfer pursuant to this Section 3.2(a) shall provide the other Investors and the Company with prior written notice of the transfer, and the proposed transferee shall furnish the Investors with a written agreement to be bound by and comply with all provisions of this Agreement, such that the transferee shall be treated as a "Investor" for purposes of this Section 3 with respect to the shares received in the exempt transfer.

(b) Notwithstanding any other provision of this Agreement, the provisions of Section 3.1 shall not apply to any sale of Shares (i) to the public pursuant to a registration statement filed with, and declared effective by, the SEC under the Securities Act, (ii) in connection with a merger exchange offer or tender offer pursuant to which all shareholders of the Company are given the opportunity to sell or exchange their shares or (iii) pursuant to the terms of that certain Buy and Sell Agreement of even date herewith and that certain Stock Repurchase Agreement dated as of November 14, 1994.

3.3 Prohibited Transfers.

In the event a Selling Investor sells any Shares in violation of the terms of this Agreement (a "Prohibited Transfer"), each Investor, in addition to such other remedies as may otherwise be available, shall have the right, subject to compliance with the terms of the Articles of Association of the Company, to sell to the Selling Investor the type and number of Share equal to the number of shares each Investor would have been entitled to transfer to the purchaser under Section 3.1(c) had the Prohibited Transfer been effected in compliance with the terms hereof. Such sale shall be made on the following terms and conditions:

(a) The price per share at which the shares are to be sold to the Selling Investor shall be equal to the price per share paid by the purchaser to the Selling Investor in the Prohibited Transfer. The Selling Investor shall also reimburse each Investor for any and all fees and expenses, including legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Investor's rights under Section 3.1.

(b) Within thirty (30) days after the earlier of the dates on which the Investor (A) received notice of the Prohibited Transfer or (B) otherwise became aware of the Prohibited Transfer, each Investor shall, if exercising the option created hereby, transfer to the Selling Investor the Shares to be sold in accordance with requirements of Netherlands law and in such event the Selling Investor shall buy and accept the aforementioned Shares.

(c) The Selling Investor shall, upon receipt of the Shares to be sold by an Investor pursuant to this Section 3.3, pay the aggregate purchase price therefor and the amount of reimbursable fees and expenses determined pursuant to paragraph (a) in cash or by other means acceptable to the Investor.

3.4 Assignment. The rights of any Investors under this Section 3 may be assigned only to an assignee or transferee of all of the Shares held by such Investor, provided that such assignment may otherwise be effected in accordance with applicable securities laws and that the Company is given written notice at the time of said assignment stating the name and address of said transferee or assignee and identifying the securities with respect to which such rights are being assigned and such transferee or assignee agrees in writing to be bound by the terms and conditions of this Agreement.

3.5 Termination of Co-Sale Rights. The rights of co-sale granted under this Section 3 shall terminate upon the effectiveness of the first registration statement filed by the Company involving a Qualified Initial Public Offering.

3.6 Waiver. With respect to a transfer or sale of shares by a party to this Agreement which complies with the provisions of this Agreement and to the extent that the Company's Articles of Association require shareholder approval of the transfer or sale of shares and/or provide shareholders with a right of first refusal with respect to such sale or transfer, each of the parties to this Agreement agrees to approve such transfer or sale, undertakes to waive such right of first refusal and/or vote in favor of exemption of such transfer or sale from such right of first refusal if requested by the Company or a party to this Agreement, whether at a shareholder meeting, by shareholder resolution, shareholders agreement or any other written instrument and further agrees to execute documents reasonably requested of them to reflect such approval or waiver.

4. Company Records and Policy.

(a) The Managing Board of the Company shall note on the Register of Shareholders that the Investor's Shares are subject to this Agreement.

(b) In the event that certificates are issued representing the Shares, such certificates shall bear the following legend:

THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN INVESTORS RIGHTS AGREEMENT BY AND BETWEEN THE SHAREHOLDER, THE CORPORATION AND CERTAIN HOLDERS OF SHARES OF THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION.

(c) Any offer, including the prospect to hold out an offer, issuance, transfer or sale of all Shares is further subject to all restrictions on transfer imposed by Dutch, Federal and applicable state securities laws. Accordingly, it is understood and agreed that the certificates representing the Shares shall bear any legends required by Dutch authorities, any applicable state securities administrator or commissioner and by Federal securities law.

(d) Each Investor agrees that the Company may impose transfer restrictions on the Shares subject to this Agreement to enforce the provisions of this Agreement. The restrictions shall be removed upon termination of this Agreement. Upon termination of the Agreement and request by the Shareholder, the Company shall, if certificates have been issued representing the Shares, issue a new share certificate without a legend when the legended certificate has been forwarded to the Company.

5. Miscellaneous.

5.1 Governing Law. Section 1 of this Agreement shall be governed in all respects by the laws of the State of California applicable to contracts entered into and wholly to be performed within California by California residents. Sections 2, 3, 4 and 5.2 - 5.8 of this Agreement shall be governed in all respects by the laws of the Netherlands.

5.2 Entire Agreement. This Agreement constitutes the entire agreement among the Company and the Investors with respect to the subject matter hereof and supersedes all previous agreements and understandings, written or oral, concerning the subject matter hereof.

5.3 Successors and Assigns. Subject to the exceptions and requirements specifically set forth in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, successors, administrators, executors and assigns of the parties hereto.

5.4 Notices, etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery or on the day sent by facsimile transmission if a true and correct copy is sent the same day by first class mail, postage prepaid, or by dispatch by an internationally recognized

express courier service, and in each case addressed (a) if to an Investor at the address set forth on Schedule A hereto, or at such other address as such Investor shall have furnished to the Company and to the other Investors by ten (10) days' notice in writing, (b) if to the Company, at its principal office, or at such other address as the Company shall have furnished to each Holder in writing or (c) if to a Holder, at the address thereof reflected in the Shareholders Register of the Company.

5.5 Amendments: Waivers. Any provision of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) by the written consent of the Company and of Investors holding at least ninety-five percent (95%) in interest of the Shares held by all the Investors (including any Shares issued upon conversion thereof, and including Shares transferred to any assignee of the right or obligation to be amended). Any Investor may waive any of his, her or its rights hereunder without obtaining the consent of any other Investor. Any amendment or waiver effected in accordance with the first sentence of this Section 5.5 shall be binding upon each holder of any of the Shares, his, her or its successors and assigns, and the Company. Any waiver effected in accordance with the second sentence of this Section 5.5 shall be binding upon the waiving Investor and the successors and assignees of such Investor.

5.6 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Investor, upon any breach or default of the Company or any other Investor under this Agreement, shall impair any such right, power or remedy of such Investor, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Investor of any breach or default under this Agreement, or any waiver on the part of any Investor of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies either under this Agreement, or by law or otherwise afforded to any Holder, shall be cumulative and not alternative.

5.7 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

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

SIGNATURE PAGE OF INVESTOR RIGHTS AGREEMENT

IN WITNESS WHEREOF, each of undersigned or their respective duly authorized officers or representatives have executed this Agreement as of the date first above written.

METRON SEMICONDUCTORS EUROPA B.V.

By: /s/ Illegible

Its: Managing Director

INVESTORS:

FLUOROWARE INC.

By: /s/ Illegible

Its: Executive V.P.

FSI INTERNATIONAL, INC.

By: /s/ Illebible

Its: Executive V.P. & CFO

/s/ Udo Jaensch

Udo Jaensch

/s/J.C. Levett-Prinsep

J.C. Levett-Prinsep

/s/ Keith Reidy

Keith Reidy

/s/ Brad Sargent

Brad Sargent

/s/ E. Segal

Edward J. Segal

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (this "Indemnification Agreement") is made as of the 18 day of November, 1999, by and among Metron Technology N.V., a corporation organized and existing under the laws of the Netherlands (the "Company"), and the investors listed on the signature page hereto (the "Selling Shareholders").

RECITALS

WHEREAS, the Company and the Selling Shareholders (as well as other shareholders of the Company) are party to an Investor Rights Agreement dated as of July 6, 1995 (the "Investor Rights Agreement").

WHEREAS, the Company and the Selling Shareholders desire to supplement the indemnification provisions set forth in Section 1.8 of the Investor Rights Agreement as set forth in this Indemnification Agreement.

WHEREAS, simultaneously with the execution of this Indemnification Agreement, the Company and the Selling Shareholders have executed the Underwriting Agreement (referred to in Section 1(a) below).

AGREEMENT

Now therefore, in consideration of the foregoing premises and mutual covenants set forth herein, the parties agree as follows:

1. Indemnification.

(a) Indemnification by the Company. To the extent permitted by law, the Company will indemnify and hold harmless each Selling Shareholder, each of the officers, directors and partners of such Selling Shareholder, and each person, if any, who controls such Selling Shareholder within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), against any losses, claims, damages, or liabilities (joint or several) (or actions in respect thereof) to which they may become subject under Section 8(b) of the Underwriting Agreement (the "Underwriting Agreement") dated as of the date hereof by and among the Company, the Selling Shareholders and Banc of America Securities LLC, SG Cowen Securities Corporation and U.S. Bancorp Piper Jaffray, as Representatives of the several Underwriters of the Company's initial public offering (the "Underwriters"); and the Company will reimburse each such Selling Shareholder, officer, director or partner or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 1(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).

(b) Indemnification Mechanics. Promptly after receipt by an indemnified party under this Section 1 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 1, notify the indemnifying party in writing of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, if the defendants in any action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, or if there is a conflict of interest which would prevent counsel for the indemnifying party from also representing the indemnified party, the indemnified party or parties shall have the right to select separate counsel to participate in the defense of such action on behalf of such indemnified party or parties. After notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party pursuant to the provisions of paragraph (a) above for any legal or other expense subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation, unless (i) the indemnified party shall have employed counsel in accordance with the proviso of the preceding sentence, (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after the notice of the commencement of the action or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party. The failure of any indemnified party to notify an indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of liability to the indemnified party under this Section 1 only to the extent that such failure to give notice shall materially prejudice the indemnifying party in the defense of any such claim or any such litigation, but the omission so to notify the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 1.

2. Indemnification of Underwriters. The Company and each of the Selling Shareholders acknowledge that each of the Selling Shareholders, jointly and severally, has agreed to indemnify and hold harmless each Underwriter, its officers and employees, and each person, if any, who controls any Underwriter within the meaning of the Securities Act and the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Underwriter or such controlling person may become subject, under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Company), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon the matters described in sections 8(b)(i), 8(b)(ii), 8(b)(iii)(x) and 8(b)(v) of the Underwriting Agreement (the "Company-Related Indemnification Obligations"), among other matters. Although each Selling Shareholder's indemnification obligations in the Underwriting Agreement is joint and several, each Selling Shareholder agrees that the burden of the Company-Related Indemnification Obligations should be borne on a pro rata basis by all of the Selling Shareholders. Accordingly, each Selling Shareholder hereby agrees to reimburse promptly any other Selling Shareholder that

is required to pay any amount to the Underwriters in satisfaction of any claim for indemnification under the Company-Related Indemnification Obligations that is in excess of that Selling Shareholder's Pro Rata Indemnification Obligation (as defined below); provided, however, that each Selling Shareholder's reimbursement obligation herein shall be limited to such Selling Shareholder's Pro Rata Indemnification Obligation. For these purposes, a Selling Shareholder's Pro Rata Indemnification Obligation shall equal the total indemnification amount incurred by all Selling Shareholders for Company-Related Indemnification Obligations multiplied by the ratio of the Selling Shareholder's number of common shares sold in the initial public offering to the total number of common shares sold by all Selling Shareholders in the initial public offering. In the event that an action seeking indemnification or other rights under the Company-Related Indemnification Obligations is commenced by any Underwriter against any of the Selling Shareholders, the Company and all other Selling Shareholders hereby waive any objections to and further consent to being joined in such litigation by the defendant Selling Shareholder.

3. Miscellaneous.

(a) Governing Law. Sections 1 and 2 of this Indemnification Agreement shall be governed in all respects by the laws of the State of California applicable to contracts entered into and wholly to be performed within California by California residents. Sections 3(b)-(h) of this Indemnification Agreement shall be governed in all respects by the laws of the Netherlands.

(b) Entire Agreement. This Indemnification Agreement constitutes the entire agreement among the Company and the Selling Shareholders with respect to the subject matter hereof and supersedes all previous agreements and understandings, written or oral, concerning the subject matter hereof; provided, however, that the Investor Rights Agreement is not superseded by this Agreement and remains in full force and effect

(c) Successors and Assigns. Subject to the exceptions and requirements specifically set forth in this Indemnification Agreement, the terms and conditions of this Indemnification Agreement shall inure to the benefit of and be binding upon the respective heirs, successors, administrators, executors and assigns of the parties hereto.

(d) Notices, etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery or on the day sent by facsimile transmission if a true and correct copy is sent the same day by first class mail, postage prepaid, or by dispatch by an internationally recognized express courier service, and in each case addressed (i) if to a Selling Shareholder at the address set forth on Schedule A to the Investor Rights Agreement, or at the such other address as such Selling Shareholder shall have furnished to the Company and to the other Selling Shareholders by ten (10) days' notice in writing, or (ii) if to the Company, at its principal office, or at such other address as the Company shall have furnished to each Selling Shareholder in writing.

(e) Amendments; Waivers. Any provision of this Indemnification Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) by the written consent of the Company and each of the

Selling Shareholders. Any Selling Shareholder may waive any of his, her or its rights hereunder without obtaining the consent of any other Selling Shareholder. Any amendment or waiver effected in accordance with the first sentence of this Section 3(e) shall be binding upon each Selling Shareholder, his, her or its successors and assigns, and the Company. Any waiver effected in accordance with the second sentence of this Section 3(e) shall be binding upon the waiving Selling Shareholder and the successors and assignees of such Selling Shareholder.

(f) Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Selling Shareholder, upon any breach or default of the Company or any other Selling Shareholder under this Indemnification Agreement, shall impair any such right, power or remedy of such Selling Shareholder, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach of default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Selling Shareholder of any breach or default under this Indemnification Agreement, or any waiver on the part of any Selling Shareholder of any provisions or conditions of this Indemnification Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies either under this Indemnification Agreement, or by law or otherwise afforded to any party, shall be cumulative and not alternative.

(g) Severability. If one or more provisions of this Indemnification Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Indemnification Agreement and the balance of this Indemnification Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(h) Counterparts. This Indemnification Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of undersigned or their respective duly authorized officers or representatives have executed this Indemnification Agreement as of the date first above written.

COMPANY:

METRON TECHNOLOGY B.V.

By: /s/ E. Segal

Name: E. Segal

Title: President

Selling Shareholders:

ENTEGRIS, INC.

By: /s/ Stan Geyer

Name: Stan Geyer

Title: President and CEO

FSI INTERNATIONAL, INC.

By: /s/ Luke Komarek

Name: Luke Komarek

Title: Vice President

J. CHRISTOPHER LEVETT-PRINSEP

/s/ J.C. Levett-Prinsep

UDO JAENSCH

/s/ Udo Jaensch

EXHIBIT 10.18

U.S. STOCKING DISTRIBUTOR
FIVE-YEAR AGREEMENT

BETWEEN

FLUOROWARE, INC.
3500 LYMAN BOULEVARD
CHASKA, MN 55318

AND

KYSER COMPANY
2621 RIDGEPOINT DRIVE, SUITE 230
AUSTIN, TX 78754

1. APPOINTMENT. Fluoroware, Inc. ("Fluoroware" or "we") hereby appoints Kyser Company stocking distributor ("Distributor" or "you") for the marketing and sale of those Fluoroware gas and liquid handling products set forth on Schedule A, attached.

2. TERM. Subject to the provisions of Section 17, the term of this Agreement shall be for a period of five years commencing September 1, 1997, and ending August 31, 2002, renewing automatically for successive five-year terms thereafter, unless terminated by either party: (a) without cause, at the expiration of any five-year term upon one year written notice to the other party; or (b) for cause, at any time, as provided herein.

3. AREA OF PRIMARY RESPONSIBILITY. Your area of primary responsibility will be the following territory ("territory"): states of Washington, Oregon, Idaho, Montana, Wyoming, Colorado, New Mexico, Utah, the mid-portion of Texas and northeastern Nevada. A copy of the territory map is attached.

4. FLUOROWARE OBLIGATIONS. Fluoroware will make reasonable efforts to accomplish the following on behalf of distributor:

   (a) Deliver to you with reasonable diligence all products, price lists and other literature reasonably required for performance of your obligations under the Agreement.

   (b) Refer inquiries received by us from your primary area of responsibility for our gas and liquid handling products.

   (c) Perform its duties within a reasonable time unless prevented by circumstances beyond our control.

   (d) Conduct necessary training programs to aid distributor sales personnel to better understand and market Fluoroware products.

(e) Provide historical sales data by major product group and industry as an aid in forecasting.

(f) Prepare final plans and forecasts, and establish corrective action plans.

(g) Provide a quarterly performance report based on categories shown in Section 6 and 7. Quarters are based on Fluoroware's fiscal year, commencing September 1 of each year.

(h) Fairly and promptly provide all rewards earned by meeting or exceeding performance standards as described in Section 8 and 9.

5. DISTRIBUTOR OBLIGATIONS.

You, as distributor, represent and warrant to Fluoroware that you will:

(a) Perform as a stocking distributor or manufacturer's representative as specified below and use your best efforts to stock, market and sell products within your Area of Primary Responsibility.

(b) Refer to us all inquiries received by you for the sale of the products outside your Area of Primary Responsibility and otherwise refrain from facilitation of sales through you outside of your territory.

(c) Not enter into any contracts or other commitments binding us without our prior written consent.

(d) Not make any representation or give any warranty relating to the products other than those expressly stated in Fluoroware's written sales documents. You will be exclusively liable for any other representations and warranties and will indemnify and hold Fluoroware harmless from any claims (including, without limitation, Fluoroware's attorney fees) arising from any unauthorized representations and warranties.

(e) With reasonable notice make yourself available for instruction or discussion as deemed necessary by Fluoroware.

(f) Subject to the terms of Section 17(c), during the term of this Agreement and for a period of two years following its expiration or termination (whichever is earlier), you will refrain from selling, and refrain from having any involvement or connection with the sale of, any products competitive with those of Fluoroware. Fluoroware shall be entitled to enforce the provisions of this Section by a temporary restraining order and temporary and permanent injunctions (collectively, "specific performance").

(g) Not make any purchase on our behalf or pledge our credit.

(h) Sell our products under the Fluoroware(R), Inc. label.

(i) Keep your account current: Net 30 days from date of invoice. If during a quarter the distributor becomes delinquent in its payment to Fluoroware, without approval, the distributor will be subject to a discount penalty. The penalty will be calculated as a 2% reduction in the distributor's discount for all of distributor's purchases during the subsequent quarter ("subsequent quarter"). If at the end of the subsequent quarter the distributor's payment performance is current, the standard discount will be reactivated for the next succeeding quarter.

If distributor's account is not brought current by the end of the subsequent quarter, the distributor may be terminated immediately.

(j) Report distributor sales monthly. Reports must be submitted to Fluoroware on or before the 20th day of the subsequent month. Subsequent to Fluoroware's right to revise the reporting requirements at any time, the reports will contain the following information for each of distributor's customers: ship-to-address; part number; and quantity for each customer. Each customer is to be assigned to either microelectronic (ME) or process and instrumentation (PI) markets.

(k) Report inventory value monthly, submitted to Fluoroware by the 20th day of the subsequent month, and reported on a distributor cost basis.

(l) Provide Fluoroware proposed annual forecast by April 15th. Twelve month sales forecasts for September through the following August are to be reported separately for microelectronic ("ME") and process and instrumentation ("P&I") sales. In each market, the total sales are to be divided into major product groups; i.e., fittings, valves, tubing and all others. Forecasts are to be based on distributor cost.

6. DISTRIBUTOR PERFORMANCE EVALUATION PROGRAM.

(a) All distributors will participate in a Performance Evaluation Program. The Performance Evaluation Program will consist of two areas: Recognition and Award. Distributors must meet the following performance prerequisites in order to be eligible for either the Recognition or Award aspect of the program:

(1) Must be a Fluoroware distributor at the beginning of the fiscal year period.

(2) Must provide 100% of the required reports on time

- Monthly sales/inventory reports
- Annual forecast report

(3) Must make 100% of payments to Fluoroware on time, according to the terms of this Agreement.

(4) On a quarterly basis, must maintain inventory between 10% and 35% of distributor's average annual sales to its customers during the preceding four quarters.

(5) Must not currently be subject to corrective action in any given category.

7. DISTRIBUTOR PERFORMANCE EVALUATION

(a) Distributor performance will be measured in the following three categories:

(1) Overall sales volume

(2) Percent sales growth; Microelectronics

(3) Percent sales growth; Process and Instrumentation

(b) All distributors will be expected to meet a performance standard of 85% within each of the listed categories.

(c) The following definitions apply to the performance measurement system;

(1) Sales amounts refer to the volume of product sold to a distributor calculated by the actual purchase price.

(2) Overall sales volume is defined as the ratio of the annualized total reported sales to the distributor to the sales plan, expressed as a percent.

(3) Microelectronics sales growth is the ratio of the annualized reported microelectronic sales to the microelectronic sales plan, expressed as a percent.

(4) Process and instrumentation sales growth is the ratio of annualized reported process and instrumentation sales to the process and instrumentation sales plan, expressed as a percent.

(5) The Inventory Level is defined as the ratio of the distributor reported inventory value to the annualized sales, expressed as a percent. The annualized sales includes sales from product(s) sold as a sales representative.

8. DISTRIBUTOR RECOGNITION PROGRAM

(a) Distributors will be measured in three areas of performance: overall sales volume, sales growth in microelectronics, and sales growth in process and instrumentation. All areas of performance will be evaluated against the Forecast Plan established for each distributor.

(b) Distributors who meet or exceed 96% of their Forecast Plan in each category, and meet the performance prerequisites, will be eligible for the Recognition Program. Distributors' scores in each category will be the percentage, to plan, that they achieve in each category. Distributors' rank in each category will be the place number in which they finish in that given category. The ranking scores in each category will be totaled for an overall distributor rank, for example:

Category	Rank	Ranking Score
Sales Volume	2	2
Growth: ME	6	6
Growth: P&I	11	11
		--
		19

(c) The distributor with the lowest total score will be recognized as Fluoroware's Top Distributor. Recognition plaques will be issued as follows:

(1) Platinum award given to top distributor

(2) Gold award given to second ranked distributor

(3) Silver award given to third ranked distributor

(4) Bronze award given to fourth and fifth ranked distributor.

Additionally, the Top Finisher in each of the three evaluation categories will be recognized with a plaque.

(d) Distributors who qualify for such recognition will receive a 3% inventory exchange as defined in paragraph 13 of this Agreement. The inventory exchange is calculated as a percentage of the distributor's award year purchase dollars from Fluoroware. Qualifying distributors must place their orders for inventory exchange within 30 days after receiving notice of the award, or the award is forfeited.

9. DISTRIBUTOR AWARD PROGRAM

(a) The Award Program is an incentive program for distributors who achieve exceptional results in all areas of performance (i.e., sales volume, ME growth and P&I growth). In order to be eligible for the Award Program, a distributor must meet or exceed 125% of the Forecast Plan in all three categories.

(b) Those who qualify for the Award Program will be ranked utilizing the same methodology described in the Recognition Program. The awards in this program will be administered as a percentage of the award year purchase dollars form Fluoroware, such awards shall not exceed the following amounts:

Rank	Credit Award	Not to Exceed
1	3.0%	$50,000
2	2.5%	40,000
3	2.0%	30,000
4	1.5%	20,000
5	1.0%	10,000

All credit awards are in the form of cash discounts on orders placed within 90 days after receiving notice of the credit award. Any credit award that is not used in such 90-day period is forfeited.

10. DISTRIBUTOR CORRECTIVE ACTION PROGRAM

If the following a quarterly evaluation a distributor's performance does not meet the performance standard as described in Sections 6 and 7, the distributor will be notified. If following the next quarterly evaluation a distributor's performance still does not meet the performance standard, the distributor will participate in a corrective action plan. If following an annual evaluation a distributor's performance does not meet the performance standard as described in Sections 6 and 7, the distributor will participate in a corrective action program.

In the first phase of corrective action the distributor meets with Fluoroware sales territory manager to evaluate areas of unsatisfactory performance and to create a plan to meet or exceed the performance standard. The plans must be developed and implemented within three months of initial notification.

In the second phase the distributor performance is monitored against the corrective action plan for six (6) months. If performance improves and meets the performance standard by the end of six (6) months, the distributor returns to normal status. If at the end of six (6) months a distributor does not meet the performance standard, Fluoroware has the right to extend the corrective action program or terminate the relationship with the distributor.

Following satisfactory completion of a corrective action program and meeting the performance standard, continued performance above the performance standard for two (2) years without further corrective action is excepted and failure to meet the performance standard during any quarter during that two-year period shall result in immediate termination of the distributor.

11. PRICES

(a) Fluoroware agrees to sell Fluoroware(R), Inc. products to you as a distributor at the discounts from published list price as indicated on Schedule B attached hereto. All prices are based on delivery FOB Chaska, Minnesota. Distributor agrees to pay all costs of transportation, storage and insurance.

(b) Fluoroware agrees that you shall have the right to establish the final selling prices to your customers on all sales negotiated by you as a stocking distributor. Fluoroware maintains the right to establish final selling prices on all sales where the distributor is acting as a manufacturer's representative as provided in Section 16.

(c) Fluoroware may change: (a) any published list prices and/or conditions of sale by giving the distributor written notice of the changes at least thirty (30) days; and (b) any terms of Schedules A, B and C before implementation.

12. ORDER REQUIREMENTS AND INFORMATION

(a) Minimum order value is net $100.00, unless an alternate agreement is made with Fluoroware sales management when an order is placed.

(b) Rush orders are defined as those where the request is for same day or next day shipment from Fluoroware. It is the distributor's responsibility to minimize these requests.

(c) Drop shipments are defined as orders shipped directly from Fluoroware to the distributor's customers. Drop shipments will earn normal discounts less 10%, unless an alternate written agreement is made with Fluoroware sales management prior to the shipment.

(d) UPS and all other shipping charges incurred by Fluoroware for any rush orders or drop shipments will be prepaid by Fluoroware, added to the distributor's invoice and reimbursed to Fluoroware.

13. INVENTORY EXCHANGE

NEW DISTRIBUTORS ONLY:

(a) After the first twelve (12) months as a Fluoroware distributor, the distributor may exchange product of its choosing in a dollar amount equal to five percent (5%) of

its first year purchases form Fluoroware. The returned product must be received by Fluoroware by the end of the 15th month.

NEW AND EXISTING DISTRIBUTORS:

(b) At the introduction of each new product, the potential for a future inventory exchange will be addressed. Qualifying new product, displaced product, if any, and the time period for the exchange will be defined. A maximum of five percent (5%) of the total combined sales of the new and displaced products during the specified time period can be returned.

(c) Inventory may otherwise be returned if and as allowed under Section 8 by distributors earning such rights via performance.

(d) Inventory being returned must have a Return Authorization Number. All items must be in resalable condition, unused, in the original packaging and of current revision level. A packing list showing part numbers, quantities and the Return Authorization Number must accompany returned inventory.

(e) A credit memo will be issued for the exchange. The credit allowance will be the maximum distributor discount for each product form the previous year's published price.

(f) A purchase order must be entered before or at the same time of the exchange.

(g) The dollar amount of the purchase must be within $100.00 of the credit allowance.

(h) All freight charges will be paid by the distributor.

14. RETURN FOR REPAIR POLICY PROCEDURES

(a) Products returned for repair must be issued a Return Authorization Number prior to shipping. Products returned without an approved Return Authorization will not be accepted.

(b) Defective products that are within Fluoroware's written warranty period for that specific product will be replaced or repaired by Fluoroware.

(c) Products that have been altered or tampered with in any way will void the warranty. Fluoroware reserves the right to refuse service on any such part.

(d) The return of products that have been exposed to hazardous media must be approved by Fluoroware and a Fluoroware return tag must be completed prior to product return.

Fluoroware may require that the product(s) be cleaned and neutralized to Fluoroware's satisfaction or service may be refused.

15. RETURN FOR CREDIT

(a) Full credit for the order in question will be issued if a product or shipping error was made by Fluoroware. Freight charges for returning the shipment will be paid by Fluoroware.

(b) There will be a restocking charge of twenty-five percent (25%) of the distributor's purchase price on all resalable items returned for credit when the error is made by the purchaser. Shipping charges to be paid by the purchaser. Charges on collect return will be deducted from the allowable credit.

(c) All items must be in resalable condition, unused, in the original packaging and or the current revision level.

(d) Claims for shortages or inaccurate filling of orders must be made to Fluoroware within ten (10) days after receipt of shipment.

(e) Returned goods will be accepted only with prior approval and Return Authorization Number.

(f) Goods orders through a distributor and returned to Fluoroware by the end-user will not be accepted without prior approval.

16. MANUFACTURER'S SALES REPRESENTATIVE ROLE

(a) Occasionally, Fluoroware may ask you to act as a manufacturer's sale representative ("manufacturer's representative"), instead of as a stocking distributor in order to obtain or maintain a specific customer's business for CFM products. Schedule C contains the commission structure for sales credited to you in your capacity as a manufacturer's representative. Commission will be paid in the form of a credit memo on paid invoices.

Billing and shipping will occur between the customer and Fluoroware. The manufacturer's representative's role will include, but not be limited to, local sales and support.

You will serve as a manufacturer's representative with regard to the sale of any non-standard Fluoroware products, including all specialized or customer made products.

Special events involving a customer not specified on Schedule C, may occur and are best accommodated by a distributor acting as a manufacturer's representative. The commission and role of the representative in these situations will be determined prior to the sale and in accordance with Schedule C.

Certain CFM products with high volume, multiple configurations, machined or fabricated to a customer specification, and low margins may also be sold through a distributor acting as a manufacturer's representative.

(b) Your authority as a manufacturer's representative shall be limited to, and defined by, the terms set forth in Section 16A, paragraph 5.

17. TERMINATION

(a) This Agreement can be terminated by Fluoroware immediately upon written notice if:

(1) You attempt to assign or subcontract this Agreement or rights or obligations hereunder without prior written consent of Fluoroware.

(2) There is a change in the control, operation or management of your business which is unacceptable to Fluoroware.

(3) You cease to function as a going concern or cease to conduct operations on behalf of Fluoroware in the normal course of business.

(4) You encounter serious financial difficulty which affects your performance under this Agreement.

(5) Fluoroware receives information that's you may be unable to perform this Agreement and you do not provide Fluoroware adequate proof of your ability to perform within 30 days after written notice from Fluoroware.

(6) You misrepresent a sales agreement or sales report, or sell samples.

(7) You engage in activity which is in competition with Fluoroware products or violates any of your obligations under Section 5.

(8) You fail to keep your account current or cease to make payment to Fluoroware or fail to pay the balance due on your account immediately upon receipt of a second written warning of failure to pay.

(9) You fail to pay the balance due on your account immediately upon receiving late payment notice as part of any quarterly evaluation.

(b) This Agreement may otherwise be terminated by Fluoroware according to the corrective action plan referred to in Section 10.

(c) In the event of termination under Section 17 or any other breach (collectively, "breach"), distributor agrees: (1) to pay Fluoroware all damages arising from the breach and all attorney fees, costs and disbursements incurred by Fluoroware in

enforcing its rights under this Agreement; and (2) that it will not, for a period of two years following the effective date of the breach or termination (whichever is later), represent any manufacturer of products competitive with Fluoroware, and that it will not sell, or have any involvement or connection with the sale of, any products competitive with those of Fluoroware. Fluoroware shall be entitled to enforce the provisions of this Section by specific performance.

(d) If Fluoroware terminates this agreement for any reason other than for breach, the parties agree that the actual damages resulting form the breach are not readily ascertainable and that Fluoroware will pay the distributor the following amount as liquidated damages in lieu of any other damages or remedies: For a period of two (2) years commencing the effective date of termination, Fluoroware will pay the distributor a commission of ten percent of all sales of Fluoroware products in the distributor's territory during that two-year period. The commission shall only be paid on the same Fluoroware products which the distributor sold within the territory prior to the termination. The commission payable under this clause 17(d), shall be based exclusively on the price Fluoroware charges its next distributor for such products (after subtracting any discounts, credits or awards) and shall NOT include any other customary charges, including without limitation taxes, transportation, storage and returns. This commission shall be payable on a quarterly basis within thirty (30) days after the date of any quarter during such two-year period. The parties agree that the remedy provided in this Section 17(d) is not a penalty.

(e) If the distributor terminates this agreement for any reason other than Fluoroware's breach, the distributor agrees that it will not, for a period of two (2) years following the effective date of the termination, represent any manufacturer of products competitive with Fluoroware, and that it will not sell, or have any involvement or connection with the sale of, any products competitive with those of Fluoroware. Fluoroware shall be entitled to enforce the provisions of this Section 17(e) by specific performance. The parties agreed that the remedy provided in this Section 17(e) is not a penalty.

18. RIGHTS UPON TERMINATION

(a) On termination of this Agreement, for any cause whatsoever, it is hereby expressly agreed that Fluoroware shall deliver against all distributor orders previously accepted subject to payment on delivery and will negotiate all outstanding credit memos with distributor.

(b) If Fluoroware should terminate this Agreement, all stock may be returned for full credit provided it is in resalable condition. If the distributor terminates the Agreement, Fluoroware is not responsible for taking back stock.

19. CONFIDENTIALITY

(a) Any information provided between Fluoroware and distributor which the provider deems confidential or proprietary shall be labeled as such at the time of disclosure if the disclosure is written, or if verbal, shall be confirmed in writing as confidential within thirty (30) days after disclosure. The receiving party shall treat such information in confidence and shall take reasonable and customary steps to assure that such information is not shared with any third party. Information shall not be confidential if its already known to recipient at the time of disclosure or recipient otherwise learns of it via a third party which is free to disclose it without obligation. These obligations shall remain in effect during the term of this Agreement and for a period of two (2) years thereafter.

If the parties have singed any other non-disclosure or confidentiality agreements, the terms of such agreements shall supplement the terms of this agreement.

(b) All reports and documentation supplied to Fluoroware by the distributor pursuant to the requirements of Section 5(j)-(l) shall be considered confidential and shall be subject to the confidentiality obligations identified in the paragraph above.

20. MODIFICATION

(a) Except as provided in Section 20(b) of this Agreement, this Agreement may only be modified in writing, signed by the distributor and Fluoroware.

(b) If, under the terms of this Agreement, Fluoroware has reserved the right to modify any specific terms including, without limitation, the terms described in Section 11(c)) (collectively, "reserved terms"), Fluoroware may modify those reserved terms by giving the distributor written notice of the modifications at least 30 days before implementation.

21. MERGER

(a) This Agreement incorporates the full understanding of the parties and replaces in its entirety any and all prior understandings relating to distribution rights and any other contracts or obligations between the parties. There are no other agreements between the parties except as stated herein, all such prior or other agreements being merged into this Agreement.

(b) If Fluoroware waives any breach by this distributor (or any other distributor), such waiver shall not constitute a waiver of any subsequent breach by this distributor (or any other distributor).

22. GOVERNING LAW

(a) This Agreement shall be interpreted under the laws of the State of Minnesota.

FLUOROWARE, INC.

Signed: /s/ Thomas R. Burhoe Dated: 9/9/97

- ---------------------------
Thomas R. Burhoe
North American Sales Manager
Critical Fluid Management

KYSER COMPANY

Signed: /s/ Greg Claeys Dated: 9/19/97
- ----------------------------
Greg Claeys
President
Kyser Company

EXHIBIT 10.19

STAT-PRO(R)3000 and STAT-PRO(R)3000 E PURCHASE AND SUPPLY AGREEMENT

This agreement, by and between

Miller Waste Mills, d/b/a RTP COMPANY, a corporation of the State of Minnesota having offices at 580 Front Street, Winona, MN 55987 (hereafter "RTP")

and

FLUOROWARE, INC., a corporation of the State of Minnesota having offices at 3500 Lyman Blvd., Chaska, MN 55318 (hereafter "Fluoroware")

W I T N E S S E T H, That:

WHEREAS RTP manufactures and sells Compounded PEEK(TM)resins;

WHEREAS Fluoroware has for some period of time purchased Compounded PEEK(TM) resins from RTP; and

WHEREAS RTP desires to continue to supply Compounded PEEK(TM) resins to Fluoroware, and Fluoroware desires to continue to purchase such resins from RTP;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

ARTICLE I - TERM AND SCOPE

1.01 This Agreement shall cover the period July 1, 1998, to August 31, 2003. No less than six (6) months prior to the end of such five year period, the parties will enter into discussions regarding the terms and conditions under which this Agreement may be extended.

1.02 Both Parties reserve the right to terminate this contract on August 31, 2001, at their sole discretion. This termination must be given via 90 day written notice.

1.03 This Agreement shall relate solely to the supply of Compounded PEEK(TM) resins by RTP to any Fluoroware designated location world wide.

ARTICLE 2 - PRODUCT

2.01 RTP will sell, and Fluoroware will purchase the following Compounded PEEK(TM) resins (hereafter "Product") as further described in the Fluoroware Resin Specification & Control Plan" as set forth on Attachment A, hereto or as such attachment is amended and mutually agreed upon from time to time (hereafter "Fluoroware Resin Specification"):

Fluoroware Part Number 830 Stat-Pro(R) 3000
RTP 2299X59069 Natural/black

Fluoroware Part Number 900 Stat-Pro(R) 3000 E
RTP 2299X76246B Natural/black

2.02 RTP recognizes that Fluoroware Stat-Pro(R) 3000, RTP 2299X59069 and Stat-Pro(R) 3000 E, RTP 2299X76246B Natural/black, are proprietary resins to Fluoroware and will not be sold to any other customer.

ARTICLE 3 - EXCLUSIVITY

3.01 Provided that Fluoroware purchases at least 50% of the annual quantities specified in Article 7 of this agreement, RTP shall use the combination of PEEK(TM) and the high purity carbon fiber found in Fluoroware Part Number 900, solely and exclusively for Fluoroware uses in storage and transportation carriers, pods, wafer transport modules, boxes and other mutually agreed upon products exclusively for the semiconductor market.

3.02 In granting the above-referenced exclusivity, it is RTP's intent to not knowingly sell to others who intend to utilize the Products for these Applications,

3.03 Nothing herein shall be construed as granting Fluoroware any exclusive right to purchase any products other than Product set forth in paragraph 2.01 for use in the Applications nor prohibit RTP from selling Product for use in any applications other than the Applications set forth in paragraph 3.01

ARTICLE 4 - QUALITY ASSURANCE

4.01 RTP warrants to Fluoroware that the Product will conform to Product specifications and will provide certification with each shipment of Product indicating compliance with such specification.

ARTICLE 5 - INSPECTION

5.01 For the purpose of confirming compliance with Fluoroware Resin Specification all Product supplied hereunder shall be subject to inspection by Fluoroware. RTP will submit two plaques molded from each lot of Product to Fluoroware for use in inspection .

5.02 In the event that any of the Product shipped to Fluoroware under this Agreement does not meet the appropriate Fluoroware Resin Specification, then Fluoroware shall have the right to reject such Product by giving RTP prompt notice thereof. RTP may at its option obtain samples of the rejected Product from Fluoroware for analysis. RTP will ship replacement Product to Fluoroware within three (3) days of receipt of notification of such rejection provided

both parties agree on the cause of rejection, and RTP has a quantity of acceptable raw materials to produce replacement material. RTP will fully credit Fluoroware for the rejected Product provided RTP agrees that it is responsible for causing the non-compliance. RTP will be responsible for any expenses incurred in returning such rejected Product and in providing new product.

ARTICLE 6 - PACKAGING

6.01 Product will be delivered in Gaylord boxes with a sealed polyethylene liner, or other container as acceptable to RTP subject to the prior written approval of Fluoroware.

ARTICLE 7 - QUANTITY

7.01 Provided that raw materials are available in 1998, RTP agrees to sell, at a minimum, (*) pounds of Product to Fluoroware. Provided its total requirements for Product equal or exceed (*) pounds in 1998, Fluoroware agrees to purchase a minimum of (*) pounds of Product from RTP.

7.02 Provided that raw materials are available in 1999, RTP agrees to sell, at a minimum, (*) pounds of Product to Fluoroware. Provided its total requirements for Product equal or exceed (*) pounds in 1999, Fluoroware agrees to purchase a minimum of (*) pounds of Product from RTP.

7.03 Provided that raw materials are available in 2000, RTP agrees to sell, at a minimum, (*) pounds of Product to Fluoroware. Provided its total requirements for Product equal or exceed (*) pounds in 2000, Fluoroware agrees to purchase a minimum of (*) pounds of Product from RTP.

7.04 Provided that raw materials are available in 2001, RTP agrees to sell, at a minimum, (*) pounds of Product to Fluoroware. Provided its total requirements for Product equal or exceed (*) pounds in 2001, Fluoroware agrees to purchase a minimum of (*) pounds of Product from RTP.

7.05 Provided that raw materials are available in 2002, RTP agrees to sell, at a minimum, (*) pounds of Product to Fluoroware. Provided its total requirements for Product equal or exceed (*) pounds in 2002, Fluoroware agrees to purchase a minimum of (*) pounds of Product from RTP.

(*) Denotes confidential information that has been omitted and filed separately, accompanied by a confidential treatment request, with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

7.06 In the event that Fluoroware's total requirements for Product exceed the minimum purchase and supply obligations set forth in paragraphs 7.01 through 7.05, RTP shall utilize best efforts to provide additional pounds to meet Fluoroware's requirements.

7.07 RTP agrees to stock Product in quantities sufficient to meet Fluoroware's forecast needs, during planned down times either at RTP or at RTP's suppliers.

ARTICLE 8 - FORECAST REQUIREMENTS

8.01 Fluoroware will provide RTP a written forecast of its Product quantities on an annual basis no later than ninety (90) days prior to this Agreement's anniversary date.

8.02 Quarterly forecast updates will be provided on or before the fifteenth of the month preceding any quarter. This quarterly forecast will forecast quantities in the following two quarters.

ARTICLE 9 - PURCHASE ORDERS

9.01 Purchase orders will be issued for Product indicating Fluoroware Resin Specification revision level and quantities. Shipments will be authorized by P.O. releases.

ARTICLE 10 - PRICE

10.01 RTP agrees the price of 830 shall not exceed $(*) per pound, and the price for 900 shall not exceed $(*) per pound for the first year of this Agreement and shall decrease each year thereafter. If Fluoroware purchases at least 75% of the annual quantities called out in Article 7, the price shall decrease a minimum of $0.30 per pound per year with reductions taking effect on each anniversary date of this contract. If Fluoroware purchases 50%-74% of the annual quantities called out in Article 7, the price shall decrease a minimum of $0.15 per pound per year with reductions taking effect on each anniversary date of this contract. If Fluoroware purchases less than 50% of the annual quantities called out in Article 7, their will be no annual reduction required on the first of each year, however both parties will continue to work in good faith to find ways to reduce the cost of this material.

(*) Denotes confidential information that has been omitted and filed separately, accompanied by a confidential treatment request, with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

These decreases may be achieved by RTP reducing internal costs, or by RTP submitting cost savings suggestions to Fluoroware in writing, where Fluoroware accepts the suggestion and the purchase price is reduced. All cost savings suggestions submitted in writing which end up reducing the price to Fluoroware, will be put towards the annual $0.30 per pound per year reduction requirements.

10.02 Payment Terms are Net 15 days from date of Invoice. Invoices to be consolidated monthly. Price of Product is FOB: Delivered, Freight Allowed, to designated locations in the United States. Price of Product is FOB: Vessel, to designated locations outside the United States.

10.03 RTP and Fluoroware agree to meet annually to set price reduction targets for Product and will work together for continuous improvement in the supply chain of this Product. RTP will actively pursue raw material cost savings through the use of alternate raw materials. Any raw material changes must be approved by Fluoroware. RTP will pass along any savings resulting from use of alternate raw materials in the form of a Product price reduction.

10.04 RTP will make every effort to seek stable and/or decreasing prices from its suppliers of the raw materials that make up the Stat Pro(R) 3000 and Stat Pro(R) 3000 E. In the event there is a verified price increase in raw materials during the term of this agreement, RTP may pass along that portion of the price increase which directly impacts the cost of Fluoroware's Stat Pro(R) 3000 and Stat Pro(R) 3000 E, provided that RTP shares concrete evidence of the price change, and negotiates in Fluoroware's behalf to neutralize any increases. In the event of a reduction in the cost of any raw materials, RTP agrees to share 50% of any raw material decreases with Fluoroware. These raw material reductions will not affect the annual reductions called out in paragraph 10.01.

ARTICLE 11 -BEST PRICE
- ----------------------

11.01 Should RTP sell a resin similar to this Product (in like quantities) to a third party for use in applications like those currently sold by Fluoroware at a price lower than the price of such Product sold to Fluoroware hereunder, then RTP shall offer such lower price to Fluoroware for Product for such term as the lower price is in effect with the third party.

ARTICLE 12 - SUPPLY ASSURANCE
- -----------------------------

12.01 Except for adverse circumstances beyond the control of RTP such as an Act of God, fire, explosion, flood, unavailability of raw materials, or war which impact RTP's ability to supply Product hereunder, Fluoroware's requirements will be assured before similar products are sold to other customers.

ARTICLE 13 - REPORTING

13.01 On a quarterly basis, Fluoroware will provide RTP with Quality and Delivery Performance Ratings. RTP agrees to develop corrective action plans for review and approval by Fluoroware when Quality Performance falls below on hundred percent (100%) and/or Delivery Performance falls below ninety-seven percent (97%).

ARTICLE 14 - MISCELLANEOUS

14.01 This Agreement is not assignable or transferable by either party, in whole or in part, except with prior written consent of the other party.

14.02 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Any dispute relating to this Agreement which the Parties are not able to resolve through amicable discussion and negotiation shall be resolved by binding arbitration in Minneapolis, Minnesota, pursuant to the COMMERCIAL RULES of the American Arbitration Association. The decision of the arbitrator shall be final and shall be enforceable in any court of competent jurisdiction.

14.03 This Agreement embodies the entire agreement and understanding between RTP and Fluoroware relative to the subject matter hereof and there are no understandings, agreements, conditions or representations, oral or written, expressed or implied, with reference to the subject matter hereof that are not merged or superseded hereby. No amendment, modification or release from any provision hereof shall be of any force or effect unless it is in writing, signed by the party claimed to be bound thereby, and specifically refers to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

RTP, INC.	FLUOROWARE, INC.
BY: /s/ Illegible	BY: /s/ Ross Hanson
TITLE: V.P., Business Management	TITLE: Corporate Purchasing Manager
DATE: 6/29/98	DATE: 6/17/98
BY: /s/ Illegible	BY: /s/ Illegible
TITLE: C.E.O.	TITLE: Supply Manager
DATE: 6/30/98	DATE: 6/17/98

CONFIDENTIALITY AGREEMENT

FLUOROWARE, INC. ("Recipient") has requested RTP Company ("RTP") to provide certain specific technical and other information ("Material Information") highly confidential to RTP regarding the following RTP materials ("Materials"):

COMPOUNDS FOR STAT PRO(R) 3000 LS
- ---------------------------------

Because of the extremely sensitive nature of the Material Information, this agreement shall exclusively govern Recipient's obligations regarding use and nondisclosure of the Material Information, whether or not labeled as confidential. Any samples of the Material shall be deemed Confidential Samples, use and disclosure of which are also restricted below.

1. Recipient's Obligations

a) Recipient will use the Material Information solely in connection with and for the purpose of:

Approving RTP's materials for use in recipient's production processes at its facility in Chaska, MN.

Without limitation of the foregoing, Recipient may not use the Material Information to produce, or assist any other person to produce products competitive with the Materials. Recipient shall not disclose the Material Information to any person outside of Recipient, whether another Recipient supplier, a competitor of RTP, a customer of Recipient or otherwise.

b) Confidential Samples shall be used solely for testing in connection with the Permitted Purpose and in no case shall they be analyzed for content, sold or made available to any other person.

c) Within Recipient, Recipient shall protect and keep confidential the Material Information with the highest degree of care and shall disclose it solely to Recipient employees with a need to know for the Permitted Purpose. Recipient shall be responsible for enforcing this agreement for the benefit of RTP.

d) All documents containing the Material Information (whether delivered by RTP or prepared by Recipient) are and will remain RTP's property. At RTP's written request, Recipient must promptly return to RTP all those materials and any copies promptly at RTP's request. Recipient's obligations under this Agreement will last indefinitely.

2. Exclusions. Recipient's obligations under this Agreement shall not apply to information which:

a. is or becomes known to the public through no fault of Recipient or its employees;

b. is already known to Recipient prior to its receipt as shown by the written records of Recipient (but Recipient acknowledges that the requested information is not now known to Recipient); or

c. becomes known to Recipient by disclosure from a third party who has a lawful right to disclose the information.

3. Entire Agreement. This is the complete Agreement between the parties regarding the treatment of the Material Information and Confidential Samples, and may be changed only by a written amendment.

Recipient: FLUOROWARE, INC.	RTP COMPANY
BY: /s/ Illegible	BY: /s/ Illegible
TITLE: Supply Manager	TITLE: Vice President, Business Management
DATE: 4/6/98	DATE: April 2, 1998

EXHIBIT 10.20

AMENDED AND RESTATED DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of December, 1999, by and between ENTEGRIS, INC., a Minnesota corporation ("Entegris"), EMPAK, INC., a Minnesota corporation ("Empak"), MARUBENI AMERICA CORPORATION, a New York corporation (the "Exporter"), and MARUBENI CORPORATION, a Japanese corporation (the "Distributor").

Recitals

WHEREAS, Entegris has acquired all of the issued and outstanding common stock of Empak and Fluoroware, Inc., a Minnesota corporation ("Fluoroware"), pursuant to that certain Consolidation Agreement under the terms of which both Empak and Fluoroware will continue to independently manufacture some or all of their respective product lines for a limited period of time until such time as Entegris deems it appropriate to combine the manufacturing operations and facilities of both entities, in which case each entity may cease to exist as independent legal entities; and

WHEREAS, Empak, the Exporter and the Distributor have been and continue to be parties to a distribution agreement for the distribution of products manufactured by Empak in the territory of Japan pursuant to that certain Distributorship Agreement dated February 28, 1997 (the "First Distributorship Agreement"); and

WHEREAS, Entegris is now engaged in the manufacture and world-wide distribution of products including, but not limited to, products of similar design, function and application to products as defined in the First Distributorship Agreement, directly or through its subsidiaries and affiliates; and

WHEREAS, by virtue of the combination, Entegris has elected to distribute products by business line rather than by manufacturer as contemplated in the First Distributorship Agreement, according to the following business line categories: Test Assembly and Packaging ("TAP"), Critical Fluid Management ("CFM"), Wafer Management ("WM") and Integrated Shipping Systems ("ISS"). The foregoing business lines shall, for purposes of this Agreement, be referred to individually and/or collectively as "Business Lines;" and

WHEREAS, the parties have agreed to modify the First Distributorship Agreement to provide for the distribution of products manufactured by Entegris and/or its subsidiaries and affiliates by Business Line.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

Article I
Definitions

1.1) When used in this Agreement, the following terms shall have the following meanings:

(a) "Products" shall mean ISS products (multiple wafer shippers, disk shippers and disk process cassettes) manufactured by Entegris and/or its subsidiaries and affiliates.

(b) "Territory" shall mean Japan.

(c) "Entegris" when used herein shall refer to Entegris and/or Empak as the context requires until the latter's dissolution or the assumption of manufacturing and sales operations by Entegris.

Article II
Appointment

2.1) Entegris hereby appoints the Exporter as its exclusive exporter to purchase and export Products into the Territory during the term of this Agreement. Entegris hereby appoints the Distributor as its exclusive distributor to sell, market and distribute Products into the Territory during the term of this Agreement. Provided, however, the Exporter and Distributor shall cease the purchase and resale of SMIF type pods to all customers as soon as possible, with the exception that the purchase and resale of 200 mm SMIF type pods to Sony, Fujitsu and Dai Nippon Printing may continue through August 31, 2000 at which time all sales of SMIF type pods shall cease. Both the Exporter and the Distributor hereby accept such appointment, upon the terms and conditions hereinafter set forth.

2.2) With respect to the disk shippers and disk process cassettes ("Disk Products"), the list of customers in the Territory for which the Exporter and the Distributor shall have the exclusive right to sell the Disk Products shall be as set forth in Exhibit A attached hereto and made an integral part hereof.

Article III
Relationship

3.1) The relationship between Entegris, Empak and the Exporter and between the Exporter and the Distributor, respectively, created hereby is that of vendor and vendee only, and nothing contained in this Agreement shall be deemed or construed as constituting one party as an agent or legal representative of the other party for any purpose whatsoever, or as conferring upon one party any right or authority to assume or create any obligation or responsibility, express or implied, orally or in writing, on behalf of or in the name of the other party or to bind the other party in any manner whatsoever.

Article IV
Prices; Minimum Order; Forecasts; Withdrawal from Manufacturing

4.1) The prices of Products purchased by the Exporter from Entegris shall be as set forth in the price list attached hereto as Exhibit B and made an integral part hereof. Entegris shall notify the Exporter of price changes not later than thirty (30) days prior to the respective effective date thereof.

4.2) All duties and taxes applicable to or levied on Products sold to the Exporter hereunder by any level of government or any subdivision, agency or instrumentality thereof outside the Territory shall be borne and paid by the Exporter. All duties and taxes applicable to or levied on Products sold to the Distributor hereunder by any level of government or any subdivision, agency or instrumentality thereof in the Territory, except as hereinafter specified, shall be borne and paid by the Distributor.

4.3) From time to time, Entegris shall furnish the Distributor with a suggested list price of the Products (the "Suggested List Price"). Both parties understand that the Suggested List Price shall have the character of price recommendations only. The Distributor shall provide Entegris when requested with a report describing: (i) the quantity of each type of Product sold; (ii) the prices charged by the Distributor for each type of Product; and (iii) a description of the costs incurred by the Distributor related to the Products, including, but not limited to, delivery, handling and document preparation charges.

4.4) Unless approved by Entegris in writing, the Distributor shall purchase Products in case lots only; provided, however, the Distributor may order less than a full case for the sole purpose of providing evaluation samples of the Products, in which case the Distributor shall pay fifty percent (50%) of Entegris' list price plus one hundred percent (100%) of the shipping and handling charges.

4.5) The Distributor shall provide to Entegris, no later than thirty (30) days prior to the beginning of each calendar quarter a forecast of sales by Product for each of the next twelve (12) months. Such forecast shall be updated on a rolling basis each month. The Distributor agrees to purchase and take delivery of a minimum of three (3) months' forecasted sales of each Product each calendar year.

4.6) Entegris shall receive all orders at least thirty (30) days prior to the date specified in such order for delivery unless the specified Products are already in Entegris' available-for-shipment inventory. Subject to raw material availability, expected normal lead-time from order acceptance to shipment date is three weeks. A lead-time report will be provided by Entegris from time to time to reflect changes in capacity loading. Entegris will ship earlier than three weeks if requested by a customer on a best efforts basis. All such orders shall be subject to acceptance and confirmation by Entegris.

4.7) In the event the Exporter and/or the Distributor request modifications or cancellations on an accepted order when the Cargo Ready Date (C/R) is less than 30 days away, no cancellations will be allowed, otherwise, the Distributor shall pay a fee equal to one hundred percent (100%) of the aggregate purchase price of Products covered by the cancellation through the Exporter. If the Cargo Ready Date is greater than 30 days but less than 60 days, the order may not be cancelled but may be moved out by three weeks (21 days). If Entegris delays more than two (2) weeks from the acknowledged Cargo Ready Date, the difference between air and ocean freight costs shall be borne by Entegris.

4.8) The prices of Products sold by the Distributor in the Territory shall be determined by the Distributor, subject to the Distributor Covenants (Article VIII, 8.1, 8.5).

4.9) Entegris may withdraw a Product from manufacture or distribution upon ninety (90) days notice to the Exporter and/or Distributor.

Article V
Payment Terms; Order Cancellation

5.1) Payment for Products purchased by the Exporter shall be made to average net thirty (30) days after transfer to Exporter's designated transfer agent or carrier, F.O.B. point of origin or Entegris' designated manufacturing facility. Payments will be made each month by the 15th day of the month for shipments occurring the previous month, provided that the Exporter has received invoices for such Products by the 5th day of the month when the payment is due and there exists no known written dispute with respect to such invoices. If Entegris falls to receive a payment by the 15th day of the month, then the Exporter shall pay a finance charge of two percent (2%) per month in addition for the actual number of days elapsed. Entegris shall provide to the Exporter a statement of any outstanding finance charges on a quarterly basis.

Article VI
Delivery Terms; Risk of Loss

6.1) The terms of shipment of Products shall be F.O.B. point of origin or Entegris' designated manufacturing facility, unless otherwise agreed upon. Risk of loss shall pass to the Exporter upon transfer to the Exporter's designated transfer agent or carrier.

Article VII
Individual Purchase Orders

7.1) Individual purchase orders shall be submitted on the Exporter's purchase order (the "Purchase Order") bearing its standard terms and conditions of sale. Notwithstanding the Exporter's published standard terms and conditions, Entegris' standard terms and conditions shall apply. The form

of Entegris' or Empak's terms and conditions of purchase, as the case may be, are attached hereto as Exhibit C and made an integral part hereof. Entegris shall have, as soon as possible, but not more than seven (7) days after receipt of each Purchase Order to note any exceptions thereto, which shall be distributed to the Exporter and/or the Distributor via facsimile.

7.2) Each Purchase Order shall be deemed to incorporate all of the terms and conditions of this Agreement to the extent applicable. In the event of conflict between the terms and conditions of this Agreement and the terms and conditions contained on the reverse side of said Purchase Order, this Agreement shall control.

Article VIII
Distributor Covenants

8.1) The Distributor shall use its best efforts to actively promote the sale and distribution of Products in the Territory, shall maintain the highest standards of performance in sales, service, physical facilities, financial responsibility and general conduct toward the public, and shall otherwise carry out the terms of this Agreement. The Distributor shall conduct its relationships with the Exporter and other affiliates in such a manner that the competitiveness of Products in the marketplace will not be negatively affected.

8.2) The Distributor shall designate whether a Product is ordered for sale and delivery to a particular customer or to be held in the Distributor's inventory. If a Product is ordered for sale and delivery to a particular customer, then the Distributor covenants that it shall not sell and deliver the Product to another customer without prior written notice to Entegris. The Distributor agrees, that during the term of this Agreement, it shall not sell Products to any customer who the Distributor knows or should reasonably know intends to resell or otherwise distribute Products outside the Territory. In the event empty Products sold by the Distributor are shipped or consigned for delivery outside of the Territory without the consent of Entegris, whether by a customer to a third party or to the customer's facilities outside of the Territory, Entegris shall backcharge the Distributor for all commissions or other compensation due Entegris' local representatives or distributors, and/or Entegris may terminate this Agreement if the Distributor knowingly violates the Territory restrictions as described herein.

8.3) The Distributor shall establish a dedicated staff of sales and technical personnel whose exclusive duties will involve selling, marketing and distributing Products in the Territory, and otherwise fulfilling the terms and intent of this Agreement. A schedule setting forth the names and titles of each such persons shall be provided in writing to Entegris within thirty (30) days of the date of this Agreement, and the Distributor shall provide Entegris an amended schedule within thirty (30) days of any change in the composition of such staff of sales and technical personnel. The sales and technical personnel selected by the Distributor shall be sufficient in expertise and number to sell, market and distribute Products and otherwise fulfill the terms and intent of this Agreement. The Distributor

acknowledges that temporarily assigning personnel from its other operations shall not be sufficient for purposes of fulfilling its obligations under this Article 8.3.

8.4) During the term of this Agreement, the Distributor shall, by use of its best efforts, prompt delivery, efficient service and otherwise, actively builds, maintains and develops the full sales potential for Products within the Territory. To the best of its efforts, the Distributor shall devote time to expanding the sale of Products and the Distributor shall cooperate with Entegris in Entegris' plans for the building, maintenance and expansion of such sales. The Distributor shall regularly solicit customers within the Territory. The Distributor shall keep Entegris informed of the progress of the Distributor's marketing efforts, and shall provide to Entegris: (i) continuous market feedback and forecasts; (ii) monthly activity reports; and (iii) annual customer sales plans, so that Entegris may schedule its manufacturing activities accordingly.

8.5) The Distributor shall not use subdistributors in connection with fulfilling its obligations under this Agreement without informing Entegris of the identity and affiliate relationship of the subdistributor to the Distributor. The Distributor shall have responsibility for the actions and performance of its subdistributors.

Article IX
Entegris Covenants

9.1) Entegris shall provide the Distributor, free of charge, from time to time, basic information and illustrative materials for the preparation of catalogs and advertising and promotional literature, together with technical data, new Product releases, and all other sales materials pertinent to Products. These illustrative materials may be supplied with terms and conditions (including Entegris' warranty terms and disclaimers). However, it shall be the responsibility of the Distributor to provide translation and delivery of the warranty for Products as required by Article X.

Product samples provided by Entegris to the Distributor shall be paid for on a 50/50 basis between the parties with the Distributor paying for the cost of shipping. Samples provided for the purpose of qualifying an engineering change which accrue to the benefit of Entegris shall be provided at no charge by Entegris.

9.2) Entegris reserves the right to communicate directly with customers of Products regarding technical support or Product quality; or for any reason if a customer requests to directly communicate with Entegris.

9.3) Entegris agrees, that during the term of this Agreement, it shall not sell Products to any Distributor or customer located outside the Territory who Entegris knows or should reasonably know intends to resell or otherwise distribute Products inside the Territory. In the event Products sold by Entegris outside the Territory are shipped or consigned for delivery inside the Territory, whether by a

distributor or customer to a third party or to a distributor's or customer's facilities inside the Territory, the Distributor shall receive a commission equal to ten percent (10%) of Gross Sales of such Products. The term "Gross Sales" means gross sales of Products net of freight and other customarily deductible costs.

Article X
Warranty

10.1) Entegris warrants that Products sold and delivered to the Exporter and/or the Distributor hereunder are in accordance with Entegris' written warranty attached hereto as Exhibit D (the "Entegris' Written Warranty").

10.2) The Distributor shall provide each customer of Products with a copy of Entegris' Written Warranty (as translated into Japanese): (i) on each occasion that it delivers Products to such customers or (ii) annually, in a writing to the customer which contains Entegris' Written Warranty. The Distributor shall provide, annually, certification of compliance with the foregoing and a list of customers to whom the translated Written Warranty was provided. The Distributor shall not warrant any Empak Product beyond the scope of Entegris' Written Warranty, and agrees not to make any oral or written representations concerning Products except as approved by Entegris in writing from time to time.

10.3) In the event that any Product or part thereof are found to be defective or not in conformity with the agreed specifications within the written warranty period, Entegris' sole obligation shall be to replace such defective or non-conforming Product(s) free of charge within sixty (60) days or as soon as practicable after receipt of a claim from the Distributor. In no event shall Entegris have any responsibility or bear any liability for the cost of labor for the repair of any defective Product(s), the removal of any defective Product(s) or the installation of any replacement Product(s).

10.4) All transportation and other costs incurred in connection with sorting or the return of any defective or non-conforming Products or part thereof and the replacement therefor pursuant to the foregoing Article 10.2 shall be borne by Entegris; provided, however, that Entegris shall not be responsible for any of the foregoing costs until it has issued an authorization order, in writing to the Distributor, authorizing the Distributor to (i) return such defective or non-conforming Products; or (ii) take other remedial action.

10.5) Entegris shall indemnify and hold the Distributor harmless from and against any loss, damage, cost, expense, claim or liability which may be incurred by or asserted against the Distributor as a result of any breach of the warranty contained in Article 10.1 above; provided, however, that Entegris shall not be required to indemnify and hold the Distributor harmless from any loss, damage, cost, expense, claim or liability which may be incurred by or against the Distributor as a result the Distributor's failure to comply with Article 10.2 above.

10.6) ENTEGRIS WRITTEN WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY ENTEGRIS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF ENTEGRIS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE PRODUCTS.

Article XI
Proprietary Information

11.1) It is expressly understood and agreed by the parties hereto that all information furnished by or obtained from one party to the other party during the term of this Agreement including, without limitation, all drawings, plans, data, instructions, hardware and software, whether furnished in writing, orally or in physical configuration, is the proprietary information and constitute the trade secrets of the party who furnished such information or from whom the same was obtained, and shall not be disclosed to any third party, nor shall the same be used by the other party for any purpose other than the performance of its obligations hereunder without the prior written consent of the party who originally furnished such information. This obligation of confidence shall extend for a period of three (3) years from the date of receipt of such information.

11.2) As an exception to the obligation of confidence contained in the foregoing Article 11.1, a party may disclose proprietary information to such of its employees or third parties as may reasonably require access to such information in order for the party to fulfill its obligations under this Agreement; provided, however, that prior to any such disclosure, the receiving party shall have agreed in writing to use and protect such information in accordance with the terms of this Agreement.

11.3) The provisions of this Article XI shall survive the termination of this Agreement for whatever reason.

Article XII
Intellectual Property Rights

12.1) Entegris warrants that the possession, use, sale or other transfer of Products in the Territory by the Distributor, an end user or any third party will not infringe any patent, trade name, trademark, utility model, design, copyright or other intellectual property right belonging to any third party in the Territory.

12.2) Entegris shall defend any legal action or other proceeding brought against the Exporter and/or Distributor insofar as such legal action or other proceeding is based upon a claim that Products or any part thereof sold and delivered hereunder infringes any patent, trade name, trademark, utility

model, design, copyright or other intellectual property right belonging to any third party in the Territory. The Exporter and/or Distributor shall notify Entegris of such legal action or other proceeding, and shall provide Entegris with such assistance and cooperation in the defense thereof as Entegris may reasonably request. Entegris shall have sole control over any such legal action or other proceeding and shall indemnify and hold the Exporter and/or Distributor harmless from and against any loss, damage, cost, expense, claim or liability which may be incurred by or asserted against it as the result of an alleged or actual infringement of any intellectual property right belonging to any third party in the Territory.

Article XIII
Term; Annual Review

13.1) This Agreement shall supercede the First Distributorship Agreement and shall terminate on February 27, 2003 (the "Termination Date") unless terminated by either party pursuant to Article 13.2 or 13.3. In the event this Agreement is not renewed by mutual agreement of the parties, Distributor shall receive a sales commission equal to four percent (4%) of the Gross Sales Price of all Products sold in the Territory by Entegris, its employees, agents or representatives during the twelve (12) month after termination and two percent (2%) of the Gross Sales Price of all Products sold in the Territory by Entegris during the second twelve (12) month period after termination.

13.2) Either party hereto may terminate this Agreement by written notice to such effect to the other party if the other party commits a material breach of any material term or condition contained in this Agreement and fails to initiate to remedy the same within thirty (30) days after notice from the party not in breach setting out the nature of such breach and demanding that the same be remedied.

13.3) Either party may terminate this Agreement upon notice to such effect to the other party if bankruptcy, insolvency or reorganization proceedings or any other proceedings analogous in nature or effect are instituted by or against the other party; the other party is dissolved or liquidated, whether voluntarily or involuntarily; a receiver or trustee is appointed for all or a substantial part of the assets of the other party; or the other party makes an assignment for the benefit of creditors.

13.4) On each annual anniversary of the Effective Date, the parties shall conduct a mutual review of each other's performance under this Agreement at such time and place as the parties mutually agree upon. The Distributor shall be reviewed on the basis of its adherence to the standards set forth in this Agreement, including, but not limited to, its covenants set forth in Article VIII herein, the quality and accuracy of market forecasts and other information required to be supplied, customer satisfaction and market penetration. Entegris shall be reviewed on the basis of its adherence to the standards set forth in this Agreement, including, but not limited to, its covenants set forth in Article IX herein, Product quality and customer service.

13.5) No termination of this Agreement, for whatever reason, shall affect any right or liability of either party which has accrued to the other party prior to the date of such termination or which thereafter may accrue in respect of any act or omission to act committed prior to such termination, nor shall any such termination affect any right or obligation of either party which is expressly stated elsewhere in the Agreement to survive the termination hereof.

Entegris shall repurchase such Products from the Distributor at a price equal to the original purchase price paid by the Distributor plus transportation costs, duties, storage, interest and other costs incurred by distributor importing Products in the Territory and reasonably verifiable by Entegris, in which event, Distributor must refrain from further sales of Products. Only those Products, which are new and unused, currently manufactured, unopened and undamaged in their original packaging, are eligible for repurchase. Upon termination hereunder, the Distributor shall provide Entegris a detailed inventory of Products for repurchase under this paragraph. Said inventory shall be provided within thirty (30) days and contain the following information: (i) Product numbers; (ii) Product quantities; (iii) dates of purchase; (iv) purchase price; and (v) verified import costs.

13.6) Upon termination, Distributor agrees to use its best efforts to transition customers to Entegris. Distributor's best efforts shall include, but not be limited to, introducing an Entegris representative to each customer, providing each customer's corporate name and buyer name, relevant addresses, communications information, each customer's detailed purchase history for the two (2) year period immediately preceding the date of termination by date and Product number, buying volumes, historical prices charged therefore and any other pertinent data which is available to Distributor.

Article XIV
Force Majeure

14.1) Neither party shall be liable in any manner for failure to perform or delay in performing all or any part of this Agreement or of any individual purchase contract entered into pursuant hereto which is directly or indirectly due to any cause or circumstance beyond the control of such party including, without limitation, acts of God, fire, flood, storms, earthquake, typhoon, tidal wave, plague or other epidemics, governmental laws, orders, regulations, sanctions or restrictions, war (whether declared or not), armed conflict or the serious threat of the same, hostilities, mobilization, blockade, embargo, detention, revolution, riot, looting, lockout, strike or other labor dispute, unavailability of transportation or severe economic dislocation.

Article XV
Governing Law

15.1) This Agreement shall be governed by and construed in accordance with the substantive laws (but not the laws of conflict) of the State of Minnesota, USA.

Article XVI
Arbitration

16.1) All disputes, controversies or differences which may arise between the parties hereto, out of, in relation to or in connection with this Agreement or any Purchase Order entered into pursuant hereto, or for the breach hereof or thereof, which cannot be resolved amicably by the parties shall be finally settled by arbitration in Minneapolis, Minnesota before a panel of three (3) arbitrators. Each party shall select an arbitrator, and the two arbitrators so chosen shall mutually choose the third arbitrator. The arbitration and all proceedings related thereto shall be conducted in the English language. Provided, however, Entegris may seek injunctive relief to enjoin the threatened or actual disclosure of proprietary information. Any attempt to seek injunctive relieve shall not be deemed an election of remedies and shall not bar Entegris from seeking other remedies or forms of relief provided by law or this Agreement.

16.2) The award rendered therein shall be final and binding upon all the parties and may be reduced to a judgment in a court of competent jurisdiction.

16.3) The arbitration and all proceedings related thereto and any award of the arbitrators shall be held in strict confidence by the parties.

Article XVII
Covenant Not to Compete

17.1) The Distributor and the Exporter agree that Entegris would be substantially harmed if the Distributor and/or the Exporter were to compete with Entegris by manufacturing, selling, marketing or distributing items which compete with Products in the Territory, except as provided by the terms of this Agreement. In partial consideration for the benefits provided to the Distributor and the Exporter hereunder, the Distributor and the Exporter agree that:

(i) During the term of this Agreement and for a period of two (2) years following the termination of this Agreement for whatever reason and for such additional period during which either of Marubeni Corporation or Marubeni America Corporation be and remain shareholders of Entegris, the Distributor and/or the Exporter shall not, directly or indirectly, manufacture, sell, market or distribute Products which are in any way competitive to the Products, including, but not limited to, items which are alternatives or which are made of materials other than plastic but which are marketed in competition with any of the Products; and

(ii) During the term of this Agreement the Distributor and/or the Exporter shall not, directly nor indirectly, manufacture, sell, market or distribute, in the Territory,

items which are alternatives or which are marketed in competition with any of Products.

17.2) The Distributor and the Exporter agree that Entegris would suffer irreparable injury if the Distributor and/or the Exporter were to breach, or threaten to breach any provisions of Article 17.1. The Distributor and the Exporter further agree that Entegris may seek to enforce this covenant not to compete by applying to the United States District Court, District of Minnesota, Fourth Division, for injunctive relief pending completion of arbitration proceedings. The court shall refer proceedings to the arbitrators selected under Article XVII to determine whether any injunction issued shall remain in effect or be dissolved.

Article XVIII
Entire Agreement

18.1) This Agreement constitutes the entire agreement between the parties hereto and wholly cancels, terminates and supersedes all previous negotiations, agreements and commitments, whether formal or informal, oral or written, with respect to the subject matter hereof.

Article XIX
Amendments

19.1) This Agreement shall not be amended, changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the parties hereto.

Article XX
Assignment

20.1) This Agreement shall be binding upon and inure to the benefit of Entegris, the Exporter and the Distributor, and their respective successors and permitted assigns.

20.2) Entegris may not assign, transfer or otherwise dispose of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the Exporter or the Distributor, which consent shall not be unreasonably withheld.

Article XXI
No Waiver

21.1) No failure to exercise or delay in exercising any right or remedy under this Agreement by a party shall operate as a waiver thereof or of any other right or remedy which such party may have hereunder nor shall any single or partial exercise of such right or remedy preclude any further exercise thereof or of any other right or remedy which such party may have hereunder.

21.2) The rights and remedies provided herein are cumulative and not exclusive of any rights and remedies provided by law, in equity or otherwise.

Article XXII
Severability

22.1) In the event that any provision or any portion of any provision of this Agreement is adjudged, by an arbitration panel or a court of competent jurisdiction, to be invalid, illegal, or unenforceable under either the laws of the United States of America or the Territory, such provision or portion thereof shall be deemed to be deleted from this Agreement and the validity of the remainder of this Agreement shall remain unaffected thereby.

Article XXIII
Notices

23.1) Except as provided in Article 7.1 with regard to Purchase Orders, all notices, requests or other communications required or permitted to be given hereunder shall be sent by registered airmail letter, postage prepaid, or by telecopy or telex (both with confirmation by registered airmail letter, postage prepaid) to the other party at the respective address set forth below or to such other address as may from time to time be notified by a party to the other party in accordance with this Article 23.1:

If to Entegris:

Entegris, Inc.
3500 Lyman Boulevard
Chaska, MN 55318
Attn.: Mr. Stan Geyer, Chief Executive Officer
Telecopy No.: 612-556-4480

and

Empak, Inc.
3500 Lyman Boulevard
Chaska, MN 55318
Attention: Mr. Del Jensen, Chief Executive Officer
Telecopy No.: (612) 556-4480

With a copy to:

Robert E. Boyle & Associates, P.A.
7831 Glenroy Road, Suite 145
Bloomington, Minnesota 55439
Attention: Robert E. Boyle, Esq.
Telecopy: 612-837-0920

If to the Distributor:

Marubeni Corporation
4-2, Ohtemachi 1-chome
Chiyoda-ku, Tokyo, Japan
Attention: General Manager, Electronic Materials Department
Telecopy No.: 03-3282-4201

If to the Exporter:

Marubeni America Corporation
450 Lexington Avenue
New York, New York 10017
Attention: General Manager, Plastics Division
Telecopy No.: (212) 450-0791

23.2) All notices shall be deemed to have been given when duly transmitted by telex or telecopy or deposited in the mail.

Article XXIV
Counterparts

24.1) 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective, duly authorized representatives as of the day and year first above written.

ENTEGRIS, INC.	EMPAK, INC.
By: /s/ Stan Geyer	By: /s/ Stan Geyer
Its: President/CEO	Its: President/CEO
The Distributor:	The Exporter:
MARUBENI CORPORATION	MARUBENI AMERICA CORPORATION
By: /s/ Illegible	By: /s/ Illegible
Its: General Manager Electronic Materials Dept.	Its: Senior Vice President

EXHIBIT 10.21

PFA Purchase and Supply Agreement

This Agreement, by and between E. I. DU PONT DE NEMOURS AND COMPANY, a corporation of the State of Delaware having offices at 1007 Market Street, Wilmington, Delaware 19898 (hereafter "DuPont") and FLUOROWARE, INC., a corporation of the State of Minnesota, having offices at 3500 Lyman Boulevard, Chaska, Minnesota 55318 (hereafter "Fluoroware").

W I T N E S E T H

WHEREAS DuPont manufactures and sells PFA resins;

WHEREAS Fluoroware has for some period of time has purchased PFA resins from DuPont; and

WHEREAS DuPont desires to continue to supply PFA resins to Fluoroware, and Fluoroware desires to continue to purchase such resins from DuPont;

WHEREAS Fluoroware generates regrind PFA as a result of its molding operations and is interested in making a certain quantity of this regrind PFA available to DuPont for purchase, and DuPont is interested in having a right of first refusal to purchase such product;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

ARTICLE 1 - TERM AND SCOPE

1.1 This Agreement shall cover the period November 1, 1998 to August 31, 2000. No less than six (6) months prior to the end of such period, the parties will enter into discussions regarding the terms and conditions under which this Agreement can be extended.

1.2 This Agreement shall relate solely to the following matters:

(A) supply of PFA resins by DuPont to Fluoroware in the United States; and

(B) DuPont's right of first refusal to purchase regrind PFA generated from Fluoroware's molding operations in the United States.

ARTICLE 2 - PRODUCT

2.1 DuPont will sell, and Fluoroware will purchase the following PFA resins (hereafter "PFA Product") as further described in the "Fluoroware Resin Specification & Control

Plans" as set forth on Attachments A, B, C, D, E, F and G hereto or as such attachments are amended and mutually agreed upon from time to time (hereafter "Fluoroware Resin Specifications"):

440 HP (A, B, and D Grades)
445 HP
450 HP
TE-5789 Conductive PFA Resin
TE-7016 Rotomolding Powder

2.2 Fluoroware will make available, and DuPont will have a right of first refusal to purchase a certain quantity of Regrind PFA (hereafter "Regrind") that is generated from Fluoroware's molding operations and which is in excess of Fluoroware's internal Regrind needs. This Regrind will be made available in three different classes: Class A, Class C, and Class D, which classifications describe the types of Regrind in terms of degree of cleanliness, as shown in Attachment H.

2.3 New Resins introduced into the market by DuPont are not included as part of this agreement, but can be made part of this agreement upon mutual agreement between Fluoroware and DuPont.

ARTICLE 3 - QUALITY ASSURANCE

3.1 DuPont warrants to Fluoroware that the PFA Product will conform to DuPont's PFA Product specifications and will provide certification with each shipment of PFA Product indicating compliance with appropriate Fluoroware Resin Specifications. Other than the foregoing, DUPONT MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE EVEN IF THAT PURPOSE IS KNOWN TO DUPONT, NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Fluoroware assumes all risk and liability for results obtained by the use of the PFA Product covered by this Agreement, whether used singly or in combination with other products.

ARTICLE 4 - INSPECTION

4.1 For the purpose of confirming compliance with Fluoroware Resins Specifications all PFA Product supplied hereunder shall be subject to inspection by Fluoroware. In the event that Fluoroware and DuPont mutually agree that any of the PFA Product shipped to Fluoroware under this Agreement does not meet the appropriate Fluoroware Resin Specifications, then Fluoroware shall have the right to reject such PFA Product by giving DuPont prompt notice thereof. DuPont may at its option obtain samples of the rejected PFA Product from Fluoroware for analysis. DuPont will, subject to availability, endeavor to ship replacement PFA Product to Fluoroware within twenty-one (21) days of receipt of notification of such rejection and will fully

credit Fluoroware for the rejected PFA Product. DuPont will be responsible for any expenses incurred in returning such rejected PFA Product.

ARTICLE 5 - PACKAGING

5.1 Product will be delivered in bulk containers (each nominally holding sixteen hundred (1600) pounds), or one hundred (100) pound fiber drums with polyethylene liners, or other containers acceptable to DuPont subject to the prior written approval of Fluoroware.

ARTICLE 6 - QUANTITY

6.1 In Fluoroware's fiscal years 1999 (Sept. 1, 1998 - Aug. 31, 1999) through its fiscal year 2000 (Sept. 1, 1999 through August 31, 2000) DuPont agrees to sell to Fluoroware, at a minimum, the volume of PFA Product shown in Attachment I. Provided that Fluoroware's total requirements for PFA equal or exceed the volume shown in Attachment I for the above-identified fiscal years, Fluoroware agrees to purchase said volume at a minimum. In the event that Fluoroware's total requirements for PFA fall below the volume set forth in Attachment I for any of the fiscal years 1999 and 2000, Fluoroware agrees to purchase a minimum of (*) of its total requirements of PFA for each such year from DuPont under the terms of this Agreement.

6.2 In each of the fiscal years, DuPont agrees to make available for sale, at a minimum, an additional (*) of Product to Fluoroware over the agreed upon volume for the coming fiscal year.

6.3 In the event that Fluoroware's total requirements for PFA exceed the minimum purchase and supply obligations set forth above in any of the fiscal years , Fluoroware shall offer DuPont the opportunity to supply under the terms of this Agreement such additional quantities of Product as shall allow DuPont to supply in the aggregate a minimum of (*) of Fluoroware's PFA requirements for that fiscal year. DuPont may elect to supply all or any portion of such additional quantities of Product.

6.4 The maximum monthly quantity ordered by Fluoroware will not exceed ten percent (10%) of Fluoroware's annual forecast, as provided for under Article 7, unless agreed to by the parties sixty (60) days prior to the requested ship date.

ARTICLE 7 - FORECAST REQUIREMENTS

7.1 Fluoroware will provide DuPont a written forecast of its requirements for PFA Product on an annual basis (by Fluoroware Resin Specification) no later than ninety (90) days prior to the end of each fiscal year.

(*) Denotes confidential information that has been omitted and filed separately, accompanied by a confidential treatment request, with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

7.2 Monthly forecast updates will be provided on or before the 30th of each month. This monthly forecast update will reconfirm the next month's forecast (Month #1) and will forecast quantities for the next three months (Months #2, #3, and #4).

ARTICLE 8 - PURCHASE ORDERS

8.1 Purchase orders will be issued for each PFA Product specifying desired quantities by grade.

ARTICLE 9 - PRICE

9.1 The price of PFA Product will be:

440 HP	$(*)/lb.
445 HP	$(*)/lb.
450 HP	$(*)/lb.
TE-5789	$(*)/lb.
TE-7016	$(*)/lb.

9.2 The price of PFA Regrind purchased from Fluoroware will be more favorable than the median price for PFA regrind that Fluoroware can obtain in the open market by a minimum of $(*) per pound. Market price will be established once per year (at least 60 days prior to the beginning of the following fiscal year) by mutual agreement between Fluoroware and DuPont.

9.3 Pricing for new resins developed by DuPont is not a part of this Agreement and will be agreed upon separately should need arise.

9.4 Should DuPont sell Product, or any other first quality Teflon(& PFA resin, suitable for use in applications like those currently sold by Fluoroware to a third party at a price lower than the price of comparable Product sold to Fluoroware hereunder, then DuPont shall offer Fluoroware the same PFA resin at the lower price in comparable quantity for such term as the lower price is in effect with the third party to the extent DuPont is permitted to offer such lower price by applicable laws and regulations. The foregoing provision of this Section 9.4 shall only apply to sales from DuPont facilities based in the United States to customers based in the United States.

(*) Denotes confidential information that has been omitted and filed separately, accompanied by a confidential treatment request, with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

ARTICLE 10 - MARKETING

10.1 During the term of this Agreement, Fluoroware agrees not to actively promote any other manufacturer of PFA fluoropolymers in the marketplace.

10.2 DuPont recognizes the contribution Fluoroware has made in marketing and promoting the attributes and value of Teflon(R) PFA HP product to the semiconductor industry. Fluoroware's market information access, and recognition as a leader in the industry are valued. As part of this agreement, DuPont expects Fluoroware's continuing effort in gaining access and information regarding new applications and market trends.

10.3 The Parties acknowledge that TEFLON(R) is a registered trademark of DuPont for its brand of fluoropolymer resins which can only be licensed by DuPont for use in approved applications. Use of the TEFLON(R) trademark in connection with DuPont products is not permitted without a license. This license to be provided under separate agreement.

ARTICLE 11 - SUPPLY ASSURANCE

11.1 Except for adverse circumstances as described in Paragraph 5 of DuPont's Standard Conditions of Sale, a copy of which is attached hereto as Attachment J, in the event of a production disruption impacting DuPont's ability to supply PFA Product hereunder, Fluoroware's pro rata allocation of available Product quantities will be the most favorable of any offered to any of DuPont's PFA customers.

ARTICLE 12 - REPORTING

12.1 On a quarterly basis, Fluoroware will provide DuPont with Quality and Deliverance Performance Ratings. DuPont agrees to develop corrective action plans for review and approval by Fluoroware when Quality Performance falls below one hundred percent (100%) and/or Delivery Performance falls below ninety-eight percent (98%).

ARTICLE 13 - MISCELLANEOUS

13.1 Except as otherwise specifically provided in this Agreement, the provisions of DuPont's Standard Conditions of Sale shall govern each sale and shipment made hereunder. A copy of DuPont's Standard Conditions of Sale is made a part hereof and is set forth as Attachment J hereto.

13.2 This Agreement is not assignable or transferable by either party, in whole or in part, except with the prior written consent of the other party.

13.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware. The courts of the State of Delaware shall have exclusive jurisdiction over any dispute relating to the terms and conditions of this Agreement.

13.4 The parties mutually agree to the terms of Attachment K, "Year 2000 Agreement."

13.5 This Agreement embodies the entire agreement and understanding between DuPont and Fluoroware relative to the subject matter hereof and there are no understandings, agreements, conditions or representations, oral or written, expressed or implied, with reference to the subject matter hereof that are not merged or superseded hereby. No amendment, modification or release from any provision hereof shall be of any force or effect unless it is in writing, signed by the party claimed to be bound thereby, and specifically refers to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

E. I. DU POINT DE NEMOURS AND COMPANY

By: /s/ Henry Voigt

Henry Voigt
Title: Global Business Director Fluoroproducts

Date:

FLUOROWARE, INC.

By: /s/ Guy L. Milliren

Guy L. Milliren
Title: Senior Vice President of Operations

Date: 1/7/99

ASSIGNMENT AND LIMITED AMENDMENT

This is an ASSIGNMENT and LIMITED AMENDMENT ("Assignment") to the PFA Purchase and Supply Agreement dated January 7, 1999, which was made effective retroactively to November 1, 1998 (hereinafter the "Original Agreement") between E. I. du Pont de Nemours and Company ("DuPont") and Fluoroware, Inc. ("Fluoroware"). Fluoroware merged with Empak, Inc. in June, 1999, to form a new corporation, Entegris, Inc. ("Entegris"). The purpose of this Assignment and Limited Amendment is to reflect the assignment by Fluoroware of its rights and obligations under the Original Agreement to Entegris a Minnesota corporation with a principal place of business at 3500 Lyman Boulevard, Chaska, MN 55318, to which DuPont has consented; and the Original Agreement, as modified by this Assignment and Limited Amendment, is referred to herein as the "Agreement."

1. Assignment. FOR VALUE RECEIVED, Fluoroware, through Entegris, its successor in interest, hereby assigns and transfers to Entegris, with the consent of DuPont, all of its rights, interests and obligations in the Original Agreement (herein, the "Assigned Rights and Obligations"), and Entegris hereby accepts and assumes such Assigned Rights and Obligations. DuPont and Entegris shall cooperate with respect to transition issues and matters raised by this Assignment and relating to the Agreement; and each shall execute and/or exchange such further documentation as is reasonably necessary for such purposes.

2. Amendments.

(a) References to DuPont. With respect to all matters arising under the Agreement on or after the Effective Date, all references in the Original Agreement to "Fluoroware" shall be deemed to refer to "Entegris."

(b) Period of Agreement. The first sentence of Section 1.1 of the Original Agreement is hereby amended in its entirety to read as follows: "This Agreement shall cover the period November 1, 1998, through August 31, 2003."

(c) Scope. Section 1.2(A) of the Original Agreement is amended in its entirety to read as follows:

This Agreement shall relate solely to the following matters:

(A) supply of PFA resins by DuPont to all Entegris facilities in the United States;....

(d) Quantity.

(i) Section 6.1 of the Original Agreement is amended in its entirety to read as follows:

DuPont agrees to sell to Fluoroware, at a minimum, the volume of PFA. Product shown in Attachment I, during the Fluoroware fiscal years indicated therein. Provided that Fluoroware's total requirements for PFA equal or exceed the volume shown in Attachment I for such fiscal years, Fluoroware agrees to purchase said volume at a minimum. For any year in which Fluoroware's total requirements for PFA fall below the volume set forth in Attachment I, Fluoroware agrees to purchase a minimum of (*) of its total requirements of PFA for each such year from DuPont under the terms of this Agreement.

(ii) Attachment I from the Original Agreement is hereby replaced in its entirety by the new Attachment I, attached hereto as Exhibit A.

4. Prices. Section 9.1 of the Original Agreement is amended in its entirety to read as follows:

(a) The price of PFA Product for the period November 1, 1998 to August 31, 2000 will be:

Product	Price
440 HP	$(*)/lb.
445 HP	$(*)/lb.
450 HP	$(*)/lb.
TE-5789	$(*)/lb.
TE-7016	$(*)/lb.

(b) The price of PFA Product for the period September 1, 2000 through August 31, 2003 will be:

Product	Price
440 HP	$(*)/lb.
445 HP	$(*)/lb.
450 HP	$(*)/lb.
TE-5789	$(*)/lb.
TE-7016	$(*)/lb.

(*) Denotes confidential information that has been omitted and filed separately, accompanied by a confidential treatment request, with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

(c) Fluoroware acknowledges that DuPont intends to replace TE-7016 with a new resin by approximately the fourth quarter of 1999. Pricing for that resin will be negotiated at the time of the resin introduction.

3. Survival: Confirmation. Except as expressly modified hereby, all of the terms and conditions of the Original Agreement remain in full force and effect and the parties hereby confirm them in all respects.

ACCORDINGLY, the parties have caused this ASSIGNMENT and LIMITED AMENDMENT to be executed and delivered by their duly authorized representatives.

E. I. du Pont de Nemours and Company

By: /s/ Klaus Kimpel

Title: Director, Fluoropolymers Americas

Date: September 20, 1999

Fluoroware, Inc. (now known as Entegris, Inc.)

By: /s/ Ross Hanson

Title: Materials Manager

Date: September 24, 1999

Entegris, Inc.

By: Guy Milliren

Title: Senior Vice President of Operations

Date: September 24, 1999

EXHIBIT 21.1

LIST OF SUBSIDIARIES

Name	Jurisdiction of Incorporation	Ownership
Fluoroware, Inc.	Minnesota	100%
Empak, Inc.	Minnesota	100%
Empak (Entegris) Malaysia SDN BHD	Malaysia	100%
Empak Korea Yohan Hoesa	Korea	100%
Empak Hanbal Korea	Korea	100%
Entegris Europe, GmbH	Germany	100%
Nippon Fluoroware, K.K.	Japan	51%
Fluoroware PEI, Inc.	Minnesota	100%
Fluoroware Jamaica, FSC	Jamaica	100%
Empak Bermuda, FSC	Jamaica	100%
Fluoroware South East Asia, Ltd Pte	Singapore	100%
Fluoroware Valqua Japan, K.K.	Japan	51%
Unified Container Solutions, Inc.	Minnesota	80%
Entegris Upland, Inc.	California	100%
Oregon Labs, Inc.	Oregon	96%

Exhibit 23.2

Independent Auditors' Report and Consent

The Board of Directors
Entegris, Inc.:

The audits referred to in our report dated October 27, 1999, except as to notes 7 and 21 which are as of December 22, 1999 and March 31, 2000, included the related financial statement schedule as of August 31, 1999, and for each of the years in the three-year period ended August 31, 1999, included in the registration statement. This financial statement schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on this financial statement schedule based on our audits. In our opinion based on our audits and the reports of other auditors, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We consent to the use of our reports included herein and to the reference to our firm under the heading "Experts" in the prospectus. Our reports with respect to the 1997 and 1998 consolidated financial statements is based in part on the report of other auditors.

/s/ KPMG LLP

Minneapolis, Minnesota
March 31, 2000

Exhibit 23.3

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the use of our report dated October 8, 1998 included in Entegris, Inc.'s Form S-1 on the August 31, 1998 and 1997 consolidated financial statements of Empak, Inc. and subsidiaries and to all references to our firm included in this registration statement.

/s/ Arthur Andersen LLP

Denver, Colorado
March 31, 2000

5
1,000

YEAR
AUG-28-1999
AUG-30-1998
AUG-28-1999
16,411
0
44,099
1,205
35,047
105,365
242,924
125,300
242,064
56,505
48,023
0
0
300
124,383
242,064
241,952
241,952
148,106
148,106
0
213
5,498
11,297
4,380
5,729
0
0
0
5,729
0.10
0.09

5
1,000

YEAR
AUG-29-1998
AUG-31-1997
AUG-29-1998
8,235
0
38,800
1,322
36,935
96,621
236,900
103,577
252,941
54,844
67,547
0
0
303
118,096
252,941
266,591
266,591
156,508
156,508
0
57
6,995
17,913
4,536
13,083
0
0
0
13,083
0.22
0.21

5
1,000

YEAR
AUG-30-1997
SEP-01-1996
AUG-30-1997
11,354
0
46,399
1,489
43,745
118,303
203,203
83,049
260,885
67,312
74,412
0
0
304
109,078
260,885
277,290
277,290
161,732
161,732
0
404
6,652
26,335
10,578
16,934
0
0
0
16,934
0.28
0.27

5
1,000

6-MOS	6-MOS
AUG-27-2000	AUG-28-1999
AUG-29-1999	AUG-30-1998
FEB-26-2000	FEB-27-1999
25,029	4,825
0	0
58,672	40,315
1,311	2,447
35,132	34,604
130,176	98,495
242,817	241,919
130,617	113,091
266,540	248,164
60,064	56,190
46,274	59,584
0	0
0	0
587	300
142,382	119,094
266,540	248,164
156,662	111,590
156,662	111,590
85,260	72,026
85,260	72,026
0	0
106	245
2,020	3,040
34,468	1,369
11,589	89
23,113	100
0	0
0	0
0	0
23,113	100
0.39	0.00
0.36	0.00