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

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): April 1, 2022

MKS Instruments, Inc.
(Exact name of registrant as specified in its charter)

Massachusetts	**000-23621**	**04-2277512**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

2 Tech Drive, Suite 201, Andover, Massachusetts	**01810**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: 978-645-5500

Not Applicable
Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, no par value	**MKSI**	**Nasdaq Global Select Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Explanatory Note

As previously disclosed in the Current Reports on Form 8-K filed on July 1, 2021 and October 29, 2021 by MKS Instruments, Inc., a Massachusetts corporation (the "Company" or "MKS"), on July 1, 2021, the Company entered into that certain Implementation Agreement by and between the Company and Atotech Limited, a registered public company incorporated under the laws of the Bailiwick of Jersey ("Atotech"), dated as of July 1, 2021, as amended by the Letter Agreement dated October 29, 2021 to, among other things, add Atotech Manufacturing, Inc., an indirect wholly-owned subsidiary of the Company ("Atotech Manufacturing"), as a party (the "Implementation Agreement"), pursuant to which, among other things, the parties set forth the terms pursuant to which they would implement the acquisition of Atotech by the Company and Atotech Manufacturing (the "Acquisition").

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to Implementation Agreement

On April 1, 2022, the Company, Atotech and Atotech Manufacturing entered into an amendment to the Implementation Agreement (the "Amendment"), providing for additional time for the satisfaction of certain closing conditions set forth in the Implementation Agreement, including approval of the Acquisition by the Royal Court of Jersey and receipt of certain antitrust regulatory approvals ("Clearances"), such that the Long Stop Date (as defined in the Implementation Agreement) shall be extended from March 31, 2022 to September 30, 2022.

In addition, the Amendment amends certain provisions related to obtaining the Clearances, the timing of the closing date and the obligations of the parties with respect to the debt financing contemplated in connection with the Acquisition and provides for the automatic termination of the Implementation Agreement if the closing has not occurred by the Long Stop Date.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is being filed as Exhibit 2.1 hereto and is incorporated herein by reference.

Commitment Letter

In connection with the Amendment, the Company entered into a new debt commitment letter (the "Commitment Letter"), dated as of April 1, 2022, with JPMorgan Chase Bank, N.A. ("JPMorgan") and Barclays Bank PLC ("Barclays" and, together with JPMorgan, the "Commitment Parties"), pursuant to which, among other things, the Commitment Parties have committed to provide the Company with (i) a new senior secured term loan B credit facility consisting of a $4.25 billion U.S. Dollar term loan B and (ii) a new senior secured term loan A credit facility consisting of a $1 billion U.S. Dollar term loan A, in each case to finance, in part, the Acquisition. In addition, the Commitment Parties have committed under the Commitment Letter to provide the Company with a new senior secured revolving credit facility with aggregate total commitments of $500 million, which may be used to finance, in part, the Acquisition, the payment of fees and expenses in connection with the Acquisition, for working capital and for general corporate purposes. The new senior secured term loan credit facilities and new senior secured revolving credit facility would replace the Company's existing term loan credit facility and revolving credit facility, respectively. The Commitment Parties' obligations under the Commitment Letter are subject to certain customary conditions, including, without limitation, the consummation of the Acquisition in accordance with the Implementation Agreement and the accuracy of specified representations and warranties of the Company.

The foregoing description of the Commitment Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Commitment Letter, a copy of which is being filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

Termination of Prior Commitment Letter

In connection with the entry into the Commitment Letter, the Company terminated that certain commitment letter, dated as of July 1, 2021, by and among the Company, JPMorgan Chase Bank, N.A., Barclays Bank PLC and the additional commitment parties subsequently joined as parties thereto (the "Prior Commitment Letter"). The material terms and conditions of the Prior Commitment Letter were disclosed in the Current Report on Form 8-K filed by the Company on July 2, 2021 and are incorporated by reference herein. No early termination penalties were incurred by the Company in connection with the termination.

Item 7.01 Regulation FD Disclosure.

On April 1, 2022, the Company issued a press release providing an update on the pending Acquisition. A copy of the press release is attached as Exhibit 99.1 to this Current Report. The information in this Item 7.01 of this Current Report on Form 8-K, including the press release attached hereto as Exhibit 99.1, is being furnished pursuant to Item 7.01 and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, except as expressly set forth in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Exhibit
2.1	Amendment to Implementation Agreement, dated April 1, 2022, by and among Atotech Limited, MKS Instruments, Inc. and Atotech Manufacturing, Inc.
10.1	Commitment Letter, by and among MKS Instruments, Inc., JPMorgan Chase Bank, N.A. and Barclays Bank PLC, dated as of April 1, 2022
99.1	Press Release dated April 1, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

MKS Instruments, Inc.

By: /s/ Kathleen F. Burke

Date: April 1, 2022

Name: Kathleen F. Burke

Title: Senior Vice President, General Counsel and Secretary

Exhibit 2.1

EXECUTION VERSION

AMENDMENT
TO
THE IMPLEMENTATION AGREEMENT
DATED 1 JULY 2021
AMONG ATOTECH LIMITED, MKS INSTRUMENTS, INC. AND
ATOTECH MANUFACTURING, INC.

THIS AMENDMENT (this "Amendment") to the Implementation Agreement (as defined below) is made as of 1 April 2022, by and among Atotech Limited (the "Company"), MKS Instruments, Inc. (the "Acquirer") and Atotech Manufacturing, Inc., an indirect wholly-owned subsidiary of the Acquirer (the "Bidco" and, together with the Company and the Acquirer, the "parties" and each as a "party" to this Amendment).

RECITALS

WHEREAS, each of the Company, the Acquirer and the Bidco is a party to the Implementation Agreement entered into on July 1, 2021 between the Company and the Acquirer and amended by the Letter Agreement dated October 29, 2021 to, among other things, add the Bidco as a party, as amended, (the "Implementation Agreement"), pursuant to which, among other things, the parties set forth the terms pursuant to which they would implement the Acquisition of the Company by the Acquirer;

WHEREAS, the consummation of the Acquisition, is subject to the satisfaction of various conditions (the "Conditions"), including, (i) that the Scheme shall have been sanctioned by the Court with or without modification (but subject to any non-de minimis modifications being acceptable to both parties acting reasonably and in good faith) and a copy of the Court Order having been delivered to the Registrar of Companies in Jersey; and (ii) the Clearances in connection with the Acquisition shall have been obtained from the Relevant Authorities;

WHEREAS, it is anticipated that all of the Conditions will not have been satisfied by the Long Stop Date;

WHEREAS, the parties wish to amend the Implementation Agreement to provide additional time for the Conditions to be satisfied.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Acquirer hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Implementation Agreement, as amended by this Amendment.

2. Amendments. The Implementation Agreement is hereby amended as follows:

(a) The term "**Long Stop Date**" shall mean 30 September 2022, except to the extent otherwise mutually agreed in writing by the parties.

(b) The following definition is added to Section 1.1 of the Implementation Agreement:

"**Marketing Period**" means the first period of at least 15 consecutive Business Days (ending no later than three Business Days immediately prior to the Closing Date) following receipt of the Financing Information, throughout and at the end of which (a) the Acquirer shall have received from the Company the Financing Information as of, and for the most recent quarter ended at least 45 days prior to the Closing Date and during which period such information shall be Compliant and (b)(i) the receipt of all Identified Clearances, shall have been satisfied or waived, (ii) nothing shall have occurred and no condition shall exist that would cause any of the Conditions set forth in Clause 1.3(a), Clause 1.3(b) or Clause 1.3(d) of Schedule 2 of the Agreement to fail to be satisfied, assuming that the Closing Date were to be scheduled for any time during such period referred to above and (iii) nothing has occurred and no condition exists that entitles the Acquirer to terminate this Agreement; provided, however, that such Marketing Period will not include July 1, 2022 and if such 15 Business Day period has not ended on or prior to August 19, 2022, then such period shall not commence prior to September 6, 2022."

(c) Section 4.7(e) of the Implementation Agreement is amended and restated in its entirety to read as follows:

"(e) in furtherance of the provision set out in this Clause 4.7, and notwithstanding any limitations therein or set out elsewhere in this Agreement, but subject to the other provisions of this clause, the Acquirer shall promptly take (and shall cause each of its Affiliates to take) any and all Antitrust Actions necessary or advisable in order to avoid or eliminate each and every impediment to the consummation of the Acquisition contemplated by this Agreement and obtain all approvals and consents of any Relevant Authority that may be required by any foreign or U.S. federal, state or local Relevant Authority, in each case with competent jurisdiction, so as to enable the parties to consummate the Acquisition contemplated by this Agreement as promptly as practicable (and in any event by or before the Long Stop Date).

"**Antitrust Action**" means (A) any and all actions with respect to Acquirer's Equipment and Solutions Division ("ESD"), the Company, or any of the Company's Affiliates including, without limitation, committing to, by consent decree or otherwise, operational obligations, restrictions or limitations (including, for the avoidance of doubt, commitments not to bundle products or

services) and committing to, or effecting, by consent decree, hold separate orders, trust or otherwise, the sale, license, disposition or holding separate of assets; and (B) with respect to Acquirer businesses or divisions other than ESD, committing not to bundle products or services; each of (A) and (B) as may be required to obtain such approvals or consents of such Relevant Authorities or to avoid the entry of, or to effect the dissolution of or vacate or lift, any decrees, judgments, injunctions or orders that would otherwise have the effect of preventing or delaying the consummation of the Acquisition contemplated by this Agreement;

provided that nothing in this Clause 4.7 shall require or be construed to require the Acquirer or any of its affiliates to agree to, or offer, accept or suffer to have imposed upon it

(i) any commitments other than those set forth in Clause (B) above with respect to Acquirer businesses other than ESD;

(ii) any commitments whose satisfaction would result in a violation of applicable laws; and

(iii) any commitments that, individually or in the aggregate, would reasonably be expected to have an Adverse Impact on the business or prospects of ESD, the Company, and the Company's Subsidiaries taken as a whole on a combined basis (it being understood and agreed that for the purpose of this covenant, the limitation of such Adverse Impact on ESD, the Company and the Company's Subsidiaries taken as a whole is solely for the purpose of determining the magnitude of the effect that would constitute an Adverse Impact and accordingly effects on all of the Acquirer's, the Company's and their respective Subsidiaries businesses shall be considered in determining whether such an Adverse Impact has occurred);

provided, further, that such commitments are conditioned upon the consummation of the Acquisition contemplated by this Agreement;

provided, however, for the avoidance of doubt, that the Company shall not be obligated to make any undertaking that could result in any penalty or fine (whether criminal, civil, or otherwise) upon, or any other liability to, any Person that is, prior to the Effective Date, a shareholder of the Company or a director, officer, or employee of the Company or any of its Subsidiaries.

Neither the Acquirer nor the Company, directly or indirectly, through one or more of their respective Affiliates, shall take any action, including acquiring or making any investment in any person or any division or assets thereof, that would reasonably be expected to prevent or delay the satisfaction of any of the

conditions contained in this Agreement or the consummation of the Acquisition."

"**Adverse Impact**" has the meaning described in Exhibit B hereto.

(d) The following new Section 4.8 shall be added to the Implementation Agreement:

"4.8 Notwithstanding anything to the contrary in this Agreement, if the Marketing Period has not ended on or prior to the second Business Day prior to the time of satisfaction or waiver of all of the Conditions (other than those Conditions that by their terms are to be satisfied on the Closing Date, but subject to the satisfaction or, to the extent permitted by applicable Law, waiver of those Conditions), the Closing Date shall occur on the earlier to occur of (i) a date before or during the Marketing Period specified by the Acquirer on no less than two Business Days' notice to the Company, (ii) the third Business Day immediately following the final day of the Marketing Period, and (iii) the third Business Day prior to September 30, 2022 (subject in each case to the satisfaction or waiver of all of the conditions (other than those conditions that by their terms are to be satisfied on the Closing Date, but subject to the satisfaction or, to the extent permitted by applicable Law, waiver of those conditions) as of the Closing Date determined pursuant to this clause)."

(e) Section 10.3(c) of the Implementation Agreement shall be amended and restated to read in its entirety as follows:

"(c) use its commercially reasonable efforts to provide reasonable co-operation to the Acquirer in connection with the Debt Financing as specified in Schedule 4; provided that in no event shall the Company have any monetary damages as a result of any breach of any covenants set forth therein other than (i) if all of the conditions to Closing other than this Clause 10.3(c) have been satisfied, and (ii) such breach is a willful breach that continues after the Acquirer gives prompt written notice thereof to the Company specifying in reasonable detail the specific facts or circumstances that constitute such breach and a reasonable opportunity to cure such breach;"

(f) The following new Section 13.1(f) shall be added to the Implementation Agreement:

"(f) automatically at 11:59 pm GMT on the Long Stop Date if, by that time the Effective Date has not occurred."

(g) Section 1.3(b) of Schedule 2 of the Implementation Agreement is amended to read in its entirety as follows:

"(b) The Company shall have performed in all material respects its covenants and obligations required to be performed by it under this Agreement (including Schedule 4) on or prior to the Closing Date;"

(h) Section 1.1(d) of Schedule 2 of the Implementation Agreement is amended to read in its entirety as follows:

"(d) the Identified Clearances in connection with the Acquisition having been obtained from the Relevant Authorities"

(i) Schedule 4 of the Implementation Agreement is amended and restated to read in its entirety as set forth in Exhibit A to this Amendment.

3. Confidentiality Agreement. The parties hereby agree that, in consideration of the ongoing duration of the Transaction, the obligations on the Acquirer contained in clause 6 (*non-solicitation*) and clause 8 (*standstill*) of the Confidentiality Agreement (as defined in the Implementation Agreement) shall be extended to apply to the Acquirer for a period of 18 months from the date of this Amendment.

4. Mutual Release; Disclaimer of Liability Arising Out of Efforts to Obtain Identified Clearances. Each of the Company, the Acquirer and the Bidco, each on behalf of itself and each of its respective successors, Subsidiaries, Affiliates, assignees, officers, directors, employees, Representatives, agents, attorneys, auditors, stockholders and advisors and the heirs, successors and assigns of each of them (the "Releasors"), does, to the fullest extent permitted by Law, hereby fully release, forever discharge and covenant not to sue any other party, any of their respective successors, Subsidiaries, Affiliates, assignees, officers, directors, employees, Representatives, agents, attorneys, auditors, stockholders and advisors and the heirs, successors and assigns of each of them (collectively the "Releasees"), from and with respect to any and all liability, claims, rights, actions, causes of action, suits, liens, obligations, accounts, debts, demands, agreements, promises, liabilities, controversies, costs, charges, damages, expenses and fees (including attorney's, financial advisor's or other fees) ("Claims"), howsoever arising, whether based on any Law or right of action, known or unknown, mature or unmatured, contingent or fixed, liquidated or unliquidated, accrued or unaccrued, which Releasors, or any of them, ever had or now have or can have or shall or may hereafter have against the Releasees, or any of them, to the extent arising out of or related to efforts to obtain Identified Clearances, in each case to the extent arising out of facts, occurrences, actions or failures to act on or prior to the date hereof (but not, for the avoidance of doubt to the extent of any facts, occurrences, actions or failures to act arising or occurring after the date hereof, including without limitation any failure to comply with any request after the date hereof by any Relevant Authority to take any action to the extent required to be taken by Acquirer or any of its affiliates pursuant to Section 4.7(e), as amended hereby). The release contemplated by this Section 4 is intended to be as broad as permitted by Law and is intended to, and does, extinguish all Claims in connection with, arising out of or related to efforts to obtain Identified Clearances, whether in Law or equity or otherwise, that are based on or relate to facts, conditions, actions or omissions (known or unknown) that have existed or occurred at any time prior to and including the date of this Amendment (but not, for the avoidance of doubt to the extent of any facts, occurrences, actions

or failures to act arising or occurring after the date hereof, including without limitation any failure to comply with any request after the date hereof by any Relevant Authority to take any action to the extent required to be taken by Acquirer or any of its affiliates pursuant to Section 4.7(e), as amended hereby). Each of the Releasors hereby expressly waives to the fullest extent permitted by Law the provisions, rights and benefits of California Civil Code section 1542 (or any similar Law), which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party." Nothing in this Section 4 shall (i) apply to any action by any party to enforce the rights and obligations imposed pursuant to this Amendment or (ii) constitute a release by any party for any Claim arising under this Amendment.

5. Choice of Law. The provisions of Section 21 of the Implementation Agreement shall be applicable to this Amendment.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

ATOTECH LIMITED

By: /s/ Geoffrey Wild
Name: Geoffrey Wild
Title: Chief Executive Officer

MKS INSTRUMENTS, INC.

By: /s/ John T.C. Lee
Name: John T.C. Lee
Title: President and Chief Executive Officer

ATOTECH MANUFACTURING, INC.

By: /s/ Kathleen F. Burke
Name: Kathleen F. Burke
Title: Secretary

EXHIBIT A

SCHEDULE 4

FINANCING COOPERATION

(a) The Acquirer shall use its reasonable best efforts to take (or cause to be taken) all actions, and to do (or cause to be done) all things necessary, proper or advisable to consummate and obtain the proceeds of the Debt Financing contemplated by the Debt Financing Commitments on the terms and conditions described in the Debt Financing Commitments (including any flex provisions applicable thereto), including using reasonable best efforts to (i) negotiate definitive agreements with respect thereto on the terms and conditions (including the flex provisions) contained therein or on other terms not materially less favorable, in the aggregate, to the Acquirer than those contained in the Debt Financing Commitments (as determined in the reasonable judgment of the Acquirer) and not in violation of this clause (a) (including clauses (A)-(C) below), (ii) satisfy (or, if deemed advisable by the Acquirer, seek a waiver of) on a timely basis all conditions applicable to the Acquirer in the Debt Financing Commitments that are within its control and otherwise comply with its obligations thereunder and pay related fees and expenses on the Closing Date or otherwise as and when due and payable, (iii) maintain in effect the Debt Financing Commitments in accordance with the terms thereof (except for amendments and supplements not prohibited by this clause (a)) until the Acquisition and the other transactions contemplated by this Agreement (the "Contemplated Transactions") are consummated or this Agreement is terminated in accordance with its terms, and (iv) enforce its rights under the Debt Financing Commitments in the event of a breach by any counterparty thereto. The Acquirer shall have the right from time to time to amend, supplement, amend and restate or modify the Debt Financing Commitments; provided, that any such amendment, supplement, amendment and restatement or other modification shall not, without the prior written consent of the Company (A) add new (or adversely modify any existing) conditions precedent to the Debt Financing as set forth in the Debt Financing Commitments as in effect on the date hereof, (B) except as otherwise set forth herein, reduce the aggregate amount of the Debt Financing Commitments (including by changing the amount of fees to be paid or original issue discount of the Debt Financing as set forth in the Debt Financing Commitments) in a manner that would adversely impact the ability of the Acquirer to consummate the Acquisition or that would otherwise be expected to delay or impede the Acquisition or (C) otherwise be reasonably expected to (1) prevent, impede or delay the consummation of the Acquisition and the other Contemplated Transactions, (2) make the funding of the Debt Financing as set forth in the Debt Financing Commitments less likely to occur or (3) adversely impact the ability of the Acquirer to enforce their rights against the other parties to the Debt Financing Commitments or the definitive agreements with respect thereto. For the avoidance of doubt, the Acquirer may amend, supplement, amend and restate, modify or replace the Debt Financing Commitments as in effect at the date hereof (x) to add or replace lenders, arrangers, bookrunners, syndication agents or similar entities who had not executed the Debt Financing Commitments as of the date of this Agreement or (y) to increase the amount of Indebtedness contemplated by the Debt Financing Commitments. For purposes of this Schedule 4, references to "Debt Financing" shall include the financing contemplated by the Debt Financing Commitments (including any flex provisions applicable thereto) as permitted to be amended, supplemented, replaced or modified by this clause (a) (and, if applicable, shall include any Alternative Financing used to satisfy the obligations under

this Agreement) and references to "Debt Financing Commitments" shall include such documents as permitted to be amended or modified by this clause (a) (and, if applicable, shall include any commitments in respect of Alternative Financing). The Acquirer shall (X) give the Company prompt notice of any material breach or default by any party to the Debt Financing Commitments or any Alternative Financing, in each case of which the Acquirer has become aware, and any purported termination or repudiation by any party of the Debt Financing Commitments or any Alternative Financing, in each case of which the Acquirer has become aware, or upon receipt of written notice of any material dispute or disagreement between or among the parties to the Debt Financing Commitments or any Alternative Financing and (Y) otherwise keep the Company reasonably informed of the status of the Acquirer's efforts to arrange the Debt Financing upon Company's reasonable request. In the event any portion of the Debt Financing becomes unavailable on the terms and conditions (including the flex provisions) contemplated in the Debt Financing Commitments, but alternative facilities are available on terms and conditions substantially similar to the Debt Financing Commitments, the Acquirer shall use its reasonable best efforts to promptly arrange to obtain alternative financing ("Alternative Financing") from alternative sources in an amount sufficient to consummate the Contemplated Transactions; provided, that the Acquirer shall use its reasonable best efforts to ensure that the terms of such Alternative Financing do not expand upon the conditions precedent or contingencies to the funding of the Debt Financing on the Closing Date as set forth in the Commitment Letter in effect on the date of this Agreement or otherwise include terms (including any "flex" provisions) that would reasonably be expected to prevent, impede or materially delay the consummation of the Contemplated Transactions. In addition, the Acquirer shall have the right to substitute the net cash proceeds received by the Acquirer after the date hereof and prior to the Closing from consummated offerings or other incurrences of debt (including notes) by the Acquirer for all or any portion of the Debt Financing by reducing commitments under the Commitment Letter; provided, that (w) to the extent any such debt has a scheduled special or mandatory redemption right, such right is not exercisable prior to the earlier of the Effective Date, the termination of this Agreement or the Long Stop Date, as applicable, (x) such offering or other incurrence of debt does not result in a breach or default under, or violation of, the Commitment Letter, (y) the aggregate amount of the Debt Financing committed under the Commitment Letter following such reduction, together with other cash and cash equivalents available to the Acquirer, is sufficient to pay all amounts required to be paid in connection with the Contemplated Transactions and (z) the Acquirer promptly notifies the Company of such substitution and reduction. If commitments under the Commitment Letter have been reduced to zero in connection with the preceding sentence, the obligations of the Company and its Subsidiaries pursuant to clause (b) shall no longer be in effect. Further, the Acquirer shall have the right to substitute commitments in respect of other debt financings for all or any portion of the Debt Financing from the same and/or alternative bona fide financing sources so long as (v) such other debt financing does not result in a breach or default under, or violation of, the Commitment Letter (to the extent it remains in effect following such substitution), (w) the aggregate amount of the Debt Financing, together with other cash and cash equivalents available to the Acquirer, is sufficient to pay all amounts required to be paid in connection with the Contemplated Transactions, (x) all conditions precedent to effectiveness of definitive documentation for such debt financing have been satisfied and the conditions precedent to funding of such financing are, in respect of certainty of funding, equivalent to (or more favorable to the Acquirer than) the conditions precedent set forth in the Commitment Letter, (y) such substitution would not reasonably be expected to delay or prevent or make less likely the funding of the Debt Financing or such other debt financing on the Closing Date and (z) prior to funding of any loans thereunder, the commitments in respect of such debt

financing are subject to restrictions on assignment that are in the aggregate substantially equivalent to or more favorable to the Company that the corresponding restrictions set forth in the Commitment Letter, to supplement or replace the Debt Financing. True, correct and complete copies of each amendment or modification to the Commitment Letter relating thereto and documents with respect to each alternative or substitute financing commitment in respect thereof (each, a "New Debt Commitment Letter"), together with all related fee letters (solely in the case of the fee letter, with only the fee amounts, dates, pricing caps, "market flex" and other economic terms redacted) (each, a "New Fee Letter"), will be promptly provided to the Company (and drafts thereof shall be made available to the Company prior to any such substitution). In the event any New Debt Commitment Letter is obtained, (i) any reference in this Agreement to the "Debt Financing" shall include the debt financing contemplated by the Commitment Letter as modified pursuant to clause (ii) below, (ii) any reference in this Agreement to the "Commitment Letter" shall be deemed to include the Commitment Letter which is not superseded by a New Debt Commitment Letter at the time in question and each New Debt Commitment Letter to the extent then in effect, and (iii) any reference in this Agreement to "fee letter" shall be deemed to include any fee letter relating to the Commitment Letter that is not superseded by any New Debt Commitment Letter at the time in question and to each New Debt Commitment Letter to the extent then in effect. It is acknowledged and agreed that the executed commitment letter by and among the Acquirer, JPMorgan Chase Bank, N.A. and Barclays Bank PLC dated as of the date of this Amendment constitutes a New Debt Commitment Letter.

(b)

(i) The Company shall use commercially reasonable efforts to provide and to cause its Subsidiaries and its and their respective Representatives to use commercially reasonable efforts to provide, on a reasonably timely basis such cooperation as may reasonably requested by the Acquirer in connection with the Debt Financing, including (i) providing the Financing Information (including providing drafts reasonably in advance), (ii) providing customary documents and certificates, and taking other actions reasonably requested by the Acquirer that are or may be customary in connection with the Debt Financing (including (A) cooperating in the replacement, backstop or cash collateralization of any outstanding letters of credit issued thereunder for the account of the Company or any of its Subsidiaries and (B) consulting with the Acquirer in connection with the negotiation of such definitive financing documents and agreements and such other customary documents as may be reasonably requested by the Acquirer); (iii) providing assistance in the preparation of one or more confidential information memoranda, prospectuses, offering memoranda, private placement memoranda and other customary marketing and syndication materials reasonably requested by the Acquirer or any of its Affiliates in connection with the Debt Financing (such documents and materials, including the materials prepared for ratings agencies described under subclause viii below, "Offering Materials"); (iv) cooperating with the marketing efforts for any portion of the Debt Financing, including using commercially reasonable efforts to assist the Acquirer in ensuring that the syndication efforts benefit from the existing banking relationships of the Company and its Subsidiaries; (v) permitting the reasonable use by the Acquirer and its Affiliates of the Company's and its Subsidiaries' logos for syndication and underwriting, as applicable, of the Debt Financing, provided, that such logos are used solely in a manner that is not intended to nor reasonably likely to harm or disparage the Company or any of its Subsidiaries or the reputation or goodwill of

the Company or any of its Subsidiaries and its or their marks; (vi) participating as necessary in a reasonable number of customary meetings, presentations, one-on-one sessions that are requested in advance and road shows with prospective lenders and investors and in drafting sessions and due diligence sessions, as applicable (including the reasonable participation in such meetings by the Company's senior management), in each case, in connection with the Debt Financing; (vii) reasonably cooperating with any financing sources or prospective financing sources (including lenders, underwriters, initial purchasers or placement agents) for the Debt Financing (together with the arrangers and the partners, shareholders, managers, members, directors, attorneys, officers, employees, advisors, accountants, consultants, agents, Affiliates and Representatives and successors of any of the foregoing, collectively, the "Financing Sources") and their respective agents' due diligence, including providing access to documentation reasonably requested by any such Person in connection with the Debt Financing; (viii) assisting in preparing customary rating agency presentations and participating in a reasonable number of sessions with rating agencies in connection with the Debt Financing; (ix) causing the Company's independent auditors to furnish to Acquirer and the Financing Sources with drafts of customary comfort letters that such independent auditors are prepared to deliver upon "pricing" of any high-yield bonds being issued in connection with the Debt Financing and to cause such auditors to deliver such comfort letters upon the "pricing" of any such high-yield bonds, (x) obtaining the assistance of the Company's independent auditors to consent to the use of their reports in the any Offering Materials related to any high-yield bonds being issued in connection with the Debt Financing and procuring their participation in drafting sessions and due diligence sessions (to the extent permissible under the applicable law and their professional standards), in connection with the any such high-yield bond offering, and (x) as long as such information is requested by the Financing Sources in writing at least ten (10) Business Days prior to the Closing Date, providing to the Financing Sources, at least three (3) Business Days prior to the Closing Date, all documentation and other information required by regulatory authorities with respect to the Company and its Subsidiaries under applicable "know your customer" and anti-money laundering Laws, including the USA PATRIOT Act of 2001, as amended, and the beneficial ownership regulations under 31 C.F.R. Section 1010.230; provided, that (x) none of the Company or any of its Subsidiaries shall be required to pay any commitment or other fee or incur any other liability or obligation in connection with any such financing except for any payment that is conditioned upon, and shall not take effect until, the Effective Date, and (y) neither the Company nor any of its Subsidiaries shall be required to take any corporate or similar actions prior to the Closing Date to permit the consummation of the Debt Financing and no obligations of the Company or any of its Subsidiaries under any contract, note, bond, mortgage, indenture, deed of trust, license, lease, agreement, arrangement, covenant, commitment, document, certificate or other instrument or obligation entered into or otherwise delivered pursuant to this Schedule 4 shall be required to be effective until the Closing Date. The Company will notify the Acquirer if it becomes aware that such Financing Information (including any updates to the Financing Information) is no longer Compliant.

(ii) The Company shall use commercially reasonable efforts to, and to cause its Subsidiaries to use commercially reasonable efforts to, cooperate with the Acquirer to permit the Acquirer to prepare such unaudited pro forma financial statements for

the Acquirer for such time periods as required by the Exchange Act and the rules and regulations of the SEC and for use in the Offering Materials; it being understood that nothing will require the Company and its Subsidiaries to provide (1) any pro forma financial statements, (2) any information or assistance relating to the proposed aggregate amount of debt, together with assumed interest rates and fees and expenses relating to the incurrence of such debt following the Closing, or (3) any post-Closing or pro forma cost savings, synergies, capitalization, purchase accounting, or ownership adjustments desired to be incorporated into any information used in connection with the Financing.

(iii) The Acquirer shall (A) provide the Company with a reasonable opportunity to review any information regarding the Company contained in any Offering Materials prior to use (B) take into account and give due regard to any objections, requested modifications, or comments from the Company with respect thereto, and (C) provide the Company with sufficient opportunity to make any SEC filings with respect thereto. Subject to the foregoing sentence but notwithstanding anything else to the contrary set forth herein or in the Confidentiality Agreement, the Acquirer shall be permitted to disclose nonpublic or otherwise confidential information regarding the Company and its Subsidiaries (and the Company Business) (i) to Financing Sources in connection with any diligence process conducted by such Financing Sources in connection with any financing and (ii) to Financing Sources, rating agencies and prospective lenders and investors during syndication of any financing, in each case subject to their entering into customary confidentiality undertakings with respect to such information (including, as applicable, through a notice and undertaking in a form customarily used in confidential information memoranda, private placement memoranda, offering memoranda and/or lender and investor presentations). Subject to the foregoing sentence, but otherwise notwithstanding anything to the contrary set forth herein or in the Confidentiality Agreement, the Acquirer may not, without the written consent of the Company (which consent shall not unreasonably be withheld) disclose any material non-public or otherwise confidential information regarding the Company and its Subsidiaries (and the Company Business) in connection with the Debt Financing or otherwise, and any disclosure of such information made with the written consent of the Company shall be subject to any conditions required by the Company with respect thereto.

(iv) Notwithstanding anything in this Schedule 4 to the contrary, the Acquirer shall, promptly upon request by the Company, reimburse the Company for all reasonable and documented out-of-pocket costs incurred by the Company or any of its Subsidiaries in good faith in connection with fulfilling its obligations pursuant to this Schedule 4. The Acquirer shall indemnify and hold harmless the Company and its Subsidiaries (and their respective Representatives) from and against any and all losses, damages, claims, costs or expenses actually suffered or incurred by them in connection with the arrangement of any such financing and any information used in connection therewith (other than information provided by the Company, any of its Subsidiaries or any of their respective Representatives in writing for use in the Debt Financing documents), except, with respect to any such indemnified party, in the event such loss or damage arises out of or results from such party’s gross negligence, fraud, or willful misconduct ..

In this Schedule 4, each of the following expressions shall have the following meaning:

"Compliant" means, with respect to the Financing Information, that (a) such Financing Information does not contain any untrue statement of a material fact regarding the Company or any of its Subsidiaries (taken as a whole) or omit to state any material fact regarding the Company or any of its Subsidiaries necessary in order to make such Financing Information not misleading in the light of the circumstances under which such statements were delivered (taken as a whole); (b) (i) the Company's independent auditors have not withdrawn any audit opinion with respect to the audited financial statements contained in such Financing Information (it being understood that such Financing Information will be Compliant if the Company's independent auditors have subsequently delivered an unqualified audit opinion with respect to such financial statements and, if applicable, the applicable financial statements have been amended, as applicable) and (ii) the Company shall not have been informed by its independent auditors that it is required to restate, and the Company has not restated, or announced a public intention to restate, any financial statements required to be delivered pursuant to the definition of Financing Information (and is not actively considering any such restatements); provided that such Financing Information shall be deemed Compliant if and when (x) any such restatement has been completed by the Company and updated financial statements delivered pursuant to the delivery of the Financing Information or (y) the Company's independent auditors inform the Company that no such restatement is needed; and (c) the financial statements of the Company and its Subsidiaries (taken as a whole) included in such Financing Information are sufficient to permit the independent auditors of the Company and its Subsidiaries to issue a customary comfort letter to the Financing Sources, including as to customary negative assurances and change period, in order to consummate an offering of debt securities on any day during the Marketing Period.

"Financing Information" means (i) (A) the audited consolidated statements of comprehensive income, financial position, cash flows, and changes in shareholders' equity of the Company with respect to the fiscal year ended December 31, 2021; and (B) the unaudited interim consolidated statements of comprehensive income, financial position, cash flows, and changes in shareholders' equity of the Company and its Subsidiaries for each fiscal quarter ending on or after March 31, 2022 and at least 45 days before the Closing (including the comparable prior year period), in each case, reviewed under Statement on Auditing Standards No. 100 by its independent registered public accountants; it being understood and agreed that such financial statements will be presented in accordance with IFRS as issued by the International Accounting Standards Board and will not include a reconciliation to GAAP and (ii) to the extent reasonably available to the Company, such customary financial data or other pertinent information (including, customary "flash" or "recent developments" data if and when reasonably available following the end of each of the Company's corresponding fiscal year or quarter) relating to the Company and its Subsidiaries (other than the annual and quarterly financial statements of the Company, as to which clause (i) above applies, or of any of its Subsidiaries, investees, or any other entity (including for the avoidance of doubt any financial statements required by Rule 3-05, 3-09, Rule 3-10 or Rule 3-16 of Regulation S-X) reasonably requested by the Acquirer in connection with the Debt Financing and customarily included in marketing materials, confidential information memoranda, lender and investor presentations for secured credit facilities or debt securities offering transactions, including financial data and other information of the type customary for Rule 144A offerings by public companies in order to consummate the offering(s) of debt securities contemplated by any such financing, it being understood that in no case shall such information include Compensation Discussion and Analysis or other information required by Item 402 of Regulation S-K under the Securities Act or information regarding executive compensation or related-party disclosure under SEC Release Nos. 33-8732A, 34-54302A, and IC-27444A (and, in each case, any successor thereto).

Exhibit 10.1

Execution Version

JPMORGAN CHASE BANK, N.A.
383 Madison Avenue
New York, New York 10179

BARCLAYS
745 Seventh Avenue
New York, New York 10019

PERSONAL AND CONFIDENTIAL

April 1, 2022

MKS Instruments, Inc.
2 Tech Drive, Suite 201
Andover, Massachusetts 01810

Attention: Seth H. Bagshaw, Senior Vice President,
Chief Financial Officer & Treasurer

Commitment Letter

Ladies and Gentlemen:

You have advised JPMorgan Chase Bank, N.A. ("JPMCB") and Barclays Bank PLC ("Barclays" and, together with JPMCB and any other Commitment Party appointed as described below, the "Commitment Parties", "us" or "we") that you intend to acquire (the "Acquisition") 100% of the equity interests of Atotech Limited, a registered public company existing under the laws of Jersey (the "Target"), pursuant to an implementation agreement and to consummate the other Transactions, as defined in the Summary of Terms attached as Exhibit A hereto and the other transactions as otherwise contemplated by this Commitment Letter and the Fee Letter (each as defined below) (collectively, the "Transactions"). Capitalized terms used but not otherwise defined herein are used with the meanings assigned to such terms in the Exhibits hereto.

You have also advised us that, in connection with the Transactions, the Parent Borrower desires to, among other things, (a) enter into a new senior secured term B credit facility in an aggregate amount of $4,250.0 million (the "Term Loan B Facility"), (b) enter into a new senior secured term A credit facility in an aggregate amount of $1,000.0 million (the "Term Loan A Facility" and, together with the Term Loan B Facility, the "Term Loan Facilities") and (c) enter into a new senior secured revolving credit facility in total aggregate commitments of $500.0 million (the "Revolving Credit Facility"; together with the Term Loan Facilities, collectively, the "Facilities"; and the Revolving Credit Facility, together with the Term Loan A Facility, the "Pro Rata Facilities").

1. Commitments and Agency Roles

You hereby appoint JPMCB to act, and JPMCB hereby agrees to act, as sole and exclusive administrative agent and collateral agent for the Facilities (in such capacities, the "Agent" or the "Administrative Agent"). You hereby appoint each of JPMCB and Barclays to act, and each of JPMCB and Barclays hereby agrees to act, (i) as a joint lead arranger and joint bookrunner for the Term Loan B Facility (in such capacities, the "Term B Arrangers"), (ii) as a joint lead arranger and joint bookrunner for the Term Loan A Facility (in such capacities, the "Term A Arrangers") and (iii) as a joint lead arranger and a joint

bookrunner for the Revolving Credit Facility (in such capacities, the "Revolving Facility Arrangers"; and, together with the Term A Arrangers and the Term B Arrangers, collectively, the "Arrangers").

In connection with the Transactions contemplated hereby (a) each of JPMCB and Barclays (collectively, the "Initial Term B Lenders"), hereby commits on a several, but not joint, basis to provide the percentage of the entire principal amount of the Term Loan B Facility set forth opposite its name on Schedule 1 hereto (as such schedule may be amended or supplemented in accordance with the terms of this Commitment Letter), (b) each of JPMCB and Barclays (collectively, the "Initial Term A Lenders"), hereby commits on a several, but not joint, basis to provide the percentage of the entire principal amount of the Term Loan A Facility set forth opposite its name on Schedule 1 hereto (as such schedule may be amended or supplemented in accordance with the terms of this Commitment Letter) and (c) each of JPMCB and Barclays (collectively, the "Initial Revolving Lenders"; and together with the Initial Term A Lenders and the Initial Term B Lenders, collectively, the "Initial Lenders"), hereby commits on a several, but not joint, basis to provide the percentage of the entire principal amount of the Revolving Credit Facility set forth opposite its name on Schedule 1 hereto (as such schedule may be amended or supplemented in accordance with the terms of this Commitment Letter) in each case of the foregoing, (i) upon the terms set forth or referred to in this letter and the Summary of Terms attached as Exhibit A hereto, and (ii) the initial funding of which is subject only to the conditions set forth on Exhibit B hereto (such Exhibits A and B, including the annexes thereto, the "Term Sheets" and together with this letter, collectively, this "Commitment Letter").

Our fees for services related to the Facilities are set forth in a separate fee letter with respect to the Facilities (the "Fee Letter") between you and us entered into on the date hereof. As consideration for the execution and delivery of this Commitment Letter by us, you agree to pay the fees and expenses set forth herein and in Exhibits A, and B and in the Fee Letter as and when payable in accordance with the terms hereof and thereof.

You have the right (the "Designation Right"), on or prior to the date that is fifteen (15) business days after the date of this Commitment Letter, to appoint up to four (4) additional agents, co-agents, lead arrangers, bookrunners, managers or arrangers or to confer other titles in respect of any Facility (any such agent, co-agent, lead arranger, bookrunner, manager, arranger or other titled institution, an "Additional Committing Lender") in a manner and with economics determined by you (it being understood that (a) in no event will the Commitment Parties party hereto on the date hereof receive less than 60% of the compensatory economics with respect to the each Facility, (b) each Additional Committing Party (or its affiliate) shall assume a proportion of the commitments on a pro rata basis among the Facilities and with respect to each Facility that is equal to the proportion of the economics allocated to such Additional Committing Party (or its affiliates), and Schedule 1 shall be automatically amended accordingly as it pertains to each Facility and (c) to the extent you or we appoint (or confer titles on) any Additional Committing Party in respect of any Facility, the economics allocated to, and the commitment amounts of, each relevant Commitment Party in respect of such Facility will be proportionately reduced (or otherwise reduced in a manner agreed by you and us) by the amount of the economics allocated to, and the commitment amount of, such Additional Committing Party (or its affiliate), in each case upon the execution and delivery by such Additional Committing Party of customary joinder documentation reasonably acceptable to you and us, and thereafter, such Additional Committing Party shall constitute a "Commitment Party," "Initial Lender," and/or "Arranger", as applicable, under this Commitment Letter and under the Fee Letter).

It is further agreed that JPMCB will appear on the top left of the cover page of all marketing materials for the Facilities and will hold the roles and responsibilities conventionally understood to be associated with such name placement; and Barclays will appear to the immediate right of JPMCB and the other Additional Committing Parties will appear in alphabetical order to the right of Barclays. Except as set forth above, no other agents, co-agents, lead arrangers, co-arrangers, bookrunners, managers or co-

managers will be appointed, no other titles will be awarded and no compensation (other than compensation expressly contemplated by this Commitment Letter and the Fee Letter) will be paid to any Lender for its participation in the Facilities unless you and we shall so agree.

2. Conditions Precedent

Our commitments hereunder to make effective and fund the Facilities on the Closing Date and our agreements to perform the services described herein are subject solely to the satisfaction of the conditions set forth in Exhibit B.

Notwithstanding anything in this Commitment Letter (including each of the exhibits attached hereto), the Fee Letter, the Facilities Documentation or any other letter agreement or other undertaking between you and us concerning the transactions contemplated hereby, (a) the only representations and warranties the accuracy of which shall be a condition to the availability and effectiveness of the Facilities on the Closing Date shall be the Specified Representations (as defined below) and (b) the terms of the Facilities Documentation shall be in a form such that they do not impair availability or effectiveness of the Facilities on the Closing Date if all conditions set forth in Exhibit B are satisfied or waived by the Arrangers (it being understood that to the extent any Collateral or any security interests therein (including the creation or perfection of any security interest) is not or cannot be provided or perfected on the Closing Date (other than (i) to the extent that a lien on such Collateral may be perfected by the filing of a financing statement under the Uniform Commercial Code or (ii) the delivery certificates if any, evidencing the equity interests of any material wholly-owned restricted domestic subsidiary of the Parent Borrower that constitutes Collateral (provided that any such certificated equity interests with respect to subsidiaries of the Target will be required to be delivered on the Closing Date only to the extent received after your use of commercially reasonable efforts to obtain such certificates)) after your use of commercially reasonable efforts to do so, without undue burden or expense, the delivery of such Collateral or security interest therein (and creation or perfection of security interests therein), as applicable, shall not constitute a condition precedent to the availability or effectiveness of the Facilities on the Closing Date but shall instead be required to be delivered or provided within 120 days after the Closing Date (or such longer period as the Agent may reasonably agree), in each case, pursuant to arrangements to be mutually agreed by the Parent Borrower and the Agent. For purposes hereof, "Specified Representations" means the representations and warranties made by the Loan Parties as of the Closing Date set forth in the Facilities Documentation relating to: organizational existence of such Loan Parties; organizational power and authority of such Loan Parties to execute, deliver and perform their obligations under the Facilities Documentation, and due authorization, execution and delivery by such Loan Parties, in each case, as they relate to their entry into and performance of the Facilities Documentation; enforceability of the Facilities Documentation against such Loan Parties; no conflicts with or consent under charter documents of such Loan Parties as it relates to their entry into and performance of the Facilities Documentation; solvency of the Parent Borrower and its subsidiaries on a consolidated basis on the Closing Date after giving effect to the Transactions (with solvency being determined in a manner consistent with Annex I to this Commitment Letter); subject to the immediately preceding sentence and the limitations set forth in the Term Sheets, creation and perfection of security interests in the Collateral; Federal Reserve margin regulations; not using proceeds in violation of the PATRIOT Act, OFAC or FCPA; and the Investment Company Act. The provisions of this paragraph are referred to as the "Certain Funds Provision".

3. Syndication

Each Arranger intends and reserves the right to syndicate the Facilities to the Lenders in consultation with you; provided that the Arrangers will not syndicate to (i) those persons identified by you by name in writing to us prior to the date hereof or (ii) competitors of the Parent Borrower, the Target or any of their

respective subsidiaries that are identified by you by name in writing prior to the date hereof (such persons, together with any person that is clearly identifiable as an affiliate of such person on the basis of its name, collectively, the "Disqualified Institutions"); provided, further, that the Parent Borrower, upon at least three (3) business days' written notice to the Commitment Parties after the date hereof (or, after the Closing Date, the Agents), shall be permitted to supplement in writing the list of persons that are Disqualified Institutions to the extent such supplemented person is or becomes a bona fide competitor of the Parent Borrower, the Target or any of their respective subsidiaries; provided however, that such supplementation shall not apply retroactively to disqualify any parties that have previously acquired an assignment or participation interest in the Facilities; and provided, further, that (A) a competitor or an affiliate of a competitor shall not include any bona fide debt fund or investment vehicle (other than a person which is excluded pursuant to clause (i) above) and (B) Disqualified Institutions shall not include any of the financial institutions to which any portion of the Term Loan Facility (as defined in the Commitment Letter, dated as of July 1, 2021, among, inter alios, you and the Commitment Parties as in effect immediately prior to the termination thereof) was allocated. Unless otherwise agreed by you, other than in connection with any assignment to an Additional Committing Party upon designation of such Additional Committing Party as an Initial Lender and the execution and delivery by such Additional Committing Party of customary joinder documentation, (x) the Commitment Parties shall not be relieved, released or novated from their obligations hereunder (including its obligation to fund the Facilities on the Closing Date) in connection with any syndication, assignment or participation of the Facilities until after the funding under the Facilities on the Closing Date has occurred, (y) no assignment or novation shall become effective (as between you and any Commitment Party) with respect to all or any portion of any Commitment Party's commitments in respect of the Facilities until the funding of the Facilities has occurred and (z) unless you otherwise agree in writing, the Commitment Parties shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Facilities, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the funding under the Facilities on the Closing Date has occurred. The Arrangers will lead the syndication, including determining, in consultation with you, the timing of all offers to prospective Lenders, any title of agent or similar designations or roles awarded to any Lender and the acceptance of commitments, the amounts offered and the compensation provided to each Lender from the amounts to be paid to the Arrangers pursuant to the terms of this Commitment Letter and the Fee Letter and will in consultation with you determine the final commitment allocations. You agree to use commercially reasonable efforts to ensure that the Arrangers' syndication efforts benefit from the existing lending and investment banking relationships of the Parent Borrower and its subsidiaries. To facilitate an orderly and successful syndication of the Facilities, you agree that, until the earliest of (a) the termination by the Arrangers of syndication of the Facilities, (b) the earlier of (A) 45 days following the Closing Date and (B) the termination of commitments with respect to the Facilities without the occurrence of the Closing Date and (c) the "Successful Syndication" of the Facilities (as defined in the Fee Letter), you will ensure (or with respect to the Target or its subsidiaries, using your commercially reasonable efforts to ensure) there will be no competing issues, offerings, placements or arrangements of any debt facility or any debt security of the Target or the Parent Borrower or any of their respective subsidiaries, including any renewal or refinancing of any existing debt facility or debt security, being issued, offered, placed or arranged without the consent of the Arrangers, if such issuance, offering, placement or arrangement would materially impair the primary syndication of the Facilities (it being understood that (i) the Facilities, (ii) any senior debt securities issued in connection with the exercise of the "Market Flex" provisions in the Fee Letter and (iii) (x) as to the Target and its subsidiaries, indebtedness permitted under the Acquisition Agreement to be incurred or remain outstanding prior to the Closing Date, and indebtedness permitted to remain outstanding on and after the Closing Date under the Acquisition Agreement, working capital indebtedness, intercompany indebtedness, purchase money and equipment financings and other indebtedness that has otherwise been consented to by the Arranger and (y) as to the Parent Borrower and its subsidiaries, borrowings under its existing revolving credit facilities, deferred purchase price obligations, ordinary course working capital facilities for foreign subsidiaries, ordinary

course capital lease and purchase money and equipment financings will not be deemed to materially impair the primary syndication of the Facilities).

You agree to cooperate with, and provide customary information reasonably required by, the Arrangers in connection with all syndication efforts, including: (i) your assistance in preparing as soon as practicable after the date of this Commitment Letter, a customary information memorandum and other customary presentation materials (collectively, "Confidential Information Memoranda") regarding the business, operations and financial projections of the Parent Borrower including without limitation the delivery of all customary information relating to the Transactions prepared by or on behalf of the Parent Borrower; (ii) using commercially reasonable efforts to obtain (or confirm, as applicable) from Moody's Investor Service, Inc. ("Moody's") and Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"), prior to the launch of the general syndication, an updated corporate family rating and an updated corporate credit rating for the Parent Borrower and a credit rating for each of the Facilities; (iii) arranging for direct communications with prospective Lenders in connection with the syndication of the Facilities (including without limitation direct contact between appropriate senior management, representatives and advisors of the Parent Borrower and participation of such persons in such meetings); and (iv) hosting (including any preparations with respect thereto) with the Arrangers at places and times (which may be virtual to the extent circumstance so requires) reasonably requested by the Arrangers, one or more meetings with prospective Lenders. You will be solely responsible for the contents of the Confidential Information Memoranda and all other information, documentation or other materials delivered to us in connection therewith and you acknowledge that we will be using and relying upon such information without independent verification thereof as provided in Section 4 below. Subject to your consent, not to be unreasonably withheld or delayed, and compliance with applicable laws, you agree that, after the Closing Date, each Arranger has the right to place advertisements in financial and other newspapers at its own expense describing its services to you and the Parent Borrower. Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter or any other letter agreement or undertaking concerning the financing of the Transactions to the contrary, your obligations to assist in syndication efforts as provided herein (including compliance with any of the provisions set forth in this paragraph), shall not constitute a condition to the commitments hereunder or the funding of the Facilities on the Closing Date.

You understand that (i) the Arrangers will make available an information package and presentation to the proposed syndicate of Lenders by posting the information package and presentation on DebtDomain, SyndTrak, IntraLinks or another similar electronic system and (ii) certain prospective Lenders (such Lenders, "Public Lenders") may have personnel that do not wish to receive MNPI (as defined below). At an Arranger's request, you agree to assist in the preparation of an additional version of the Confidential Information Memoranda that does not contain material non-public information (as reasonably determined by you) concerning you, your or subsidiaries or affiliates or your or its respective securities (collectively, "MNPI") which is suitable to make available to Public Lenders. You acknowledge and agree that the following documents may be distributed to Public Lenders (unless you or your counsel promptly notify us (including by email) otherwise and provided that you and your counsel have been given a reasonable opportunity to review such documents and comply with applicable securities law disclosure obligations): (a) drafts and final versions of the Facilities Documentation; (b) administrative materials prepared by any Arranger for prospective Lenders (including without limitation a lender meeting invitation, allocations and funding and closing memoranda and the list of Disqualified Institutions); and (c) summaries of terms and notification of changes in the terms and conditions of the Facilities. Before distribution of any Confidential Information Memoranda in connection with the syndication of the Facilities (i) to prospective Lenders that are not Public Lenders, you will provide us with a customary letter authorizing the dissemination of such materials and (ii) to prospective Public Lenders, you will provide us with a customary letter authorizing the dissemination of information that does not contain MNPI (the "Public Information Materials") to Public Lenders and confirming the absence of MNPI therein. The

Confidential Information Memoranda provided to Lenders and prospective Lenders will be accompanied by a disclaimer by such recipients exculpating us with respect to any use thereof and of any related materials by the recipients thereof. In addition, at an Arranger's request, you will identify Public Information Materials by marking the same as "PUBLIC" and by doing so you shall be deemed to have authorized the Commitment Parties and the proposed Lenders to treat such Public Information Materials as not containing any MNPI.

It is agreed that the completion of the successful syndication of, or receipt of commitments in respect of, the Facilities will not be a condition to the Commitment Parties' commitments hereunder.

4. Information

You represent and warrant that (i) all written information (other than projections, forward looking information and information of a general economic or industry specific nature) that has been or will be made available to any Arranger, any Commitment Party, the Lenders or any of their respective affiliates by or on behalf of the Parent Borrower in connection with the Transactions is and will be, when furnished and taken as a whole, true and correct in all material respects and does not and will not, when furnished and taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements thereto) and (ii) the projections and other forward looking information that have been or will be made available to any Arranger, any Commitment Party, the Lenders or any of their respective affiliates by or on behalf of the Parent Borrower have been and will be prepared in good faith, and that information with respect to you will be based upon accounting principles consistent with your historical audited financial statements most recently provided as of the date hereof and upon assumptions that are believed by the preparer thereof to be reasonable when made and when made available to such Arranger, such Commitment Party, the Lenders and their respective affiliates; it being understood that such projections and forward-looking statements are as to future events and are not to be viewed as facts, such projections and forward-looking statements are subject to significant uncertainties and contingencies and that actual results during the period or periods covered by any such information may differ significantly from the projected results, and that no assurance can be given that the projected results will be realized. You agree that if at any time prior to the later of (x) the Closing Date and (y) the earlier of (i) 45 days following the Closing Date and (ii) the "Successful Syndication" (as defined in the Fee Letter) of the Facilities you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if made at such time, then you will promptly supplement, or cause to be supplemented, the information and projections so that such representations will be correct in all material respects in light of the circumstances in which statements are made. Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter, none of the making of the foregoing representations, any supplements thereto, or the accuracy of any such representations and warranties, whether or not cured, shall constitute a condition precedent to the availability of the commitments and obligations of the Initial Lenders hereunder or the funding of the Facilities on the Closing Date. You understand that in providing our services pursuant to this Commitment Letter we may use and rely on the information and projections without independent verification thereof.

5. Expense and Indemnification; Exculpation; Etc.

To induce us to enter into this Commitment Letter and the Fee Letter and to proceed with the documentation of the Facilities, you hereby agree to indemnify and hold harmless each Agent, each Arranger and each other agent or co-agent (if any) designated by any Arranger with respect to the Facilities, each Lender (including in any event each Commitment Party and any other Initial Lender) and their respective affiliates and each partner, trustee, shareholder, director, officer, employee, advisor,

representative, agent, attorney and controlling person thereof (each of the above, an "Indemnified Person") from and against any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or reasonable and documented expenses (including reasonable and documented legal expenses), joint or several, of any kind or nature whatsoever that may be brought or threatened by the Target, the Parent Borrower, the Guarantors (as defined in Exhibit A), any of their respective affiliates or any other person or entity or which may be incurred by or asserted against or involve any Indemnified Person (whether or not any Indemnified Person is a party to such action, suit, proceeding or claim) as a result of or arising out of or in any way related to or resulting from the Acquisition, this Commitment Letter, the Fee Letter, the Facilities, the Transactions or any related transaction contemplated hereby or thereby or any use or intended use of the proceeds of the Facilities; provided that you will not have to indemnify an Indemnified Person against (A) any claim, loss, damage, liability or reasonable and documented expense to the extent found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (i) the gross negligence, bad faith or willful misconduct of such Indemnified Person or any of such Indemnified Person's controlled affiliates or any of its or their respective officers, directors, employees, agents, advisors or other representatives, (ii) a material breach of obligations under this Commitment Letter or the Facilities Documentation by such Indemnified Person or any of such Indemnified Person's controlled affiliates or (iii) any dispute solely among the Indemnified Persons (not arising as a result of any act or omission by the Parent Borrower or any of its subsidiaries or affiliates) other than any claim, action, suit, inquiry, litigation, investigation or other proceeding brought by or against any such Indemnified Person in its capacity as agent or arranger, or (B) any settlement entered into by such Indemnified Person without your written consent (such consent not to be unreasonably withheld, conditioned or delayed), but if settled with your written consent or if there is a final, non-appealable judgment by a court of competent jurisdiction in any such action, suit, proceeding or claim, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, losses, damages, liabilities or reasonable and documented expenses by reason of such settlement or judgment in accordance with the other provisions of this Section 5. You shall not, without the prior written consent of an Indemnified Person (which consent shall not be unreasonably conditioned, withheld or delayed), effect any settlement or consent to the entry of any judgment of any pending or threatened action, suit, proceeding or claim in respect of which indemnity could have been sought hereunder by such Indemnified Person unless (i) such settlement includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such action, suit, proceeding or claim, (ii) does not include any statement as to or any admission of fault, culpability, wrongdoing or a failure to act by or on behalf of any Indemnified Person and (iii) contains customary confidentiality and non-disparagement provisions. Notwithstanding any other provision of this Commitment Letter, no Related Person will be responsible or liable to you or any other person or entity for damages arising from the use by others of any information or other materials obtained through internet, electronic, telecommunications or other information transmission systems, unless such use is found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of, or a material breach of the obligations under this Commitment Letter or the Fee Letter by, such Related Person or any of such Related Person's controlled affiliates or any of its or their respective officers, directors, employees, agents, advisors, controlling persons or other representatives. "Related Person" means the Agent, each Arranger and each other agent or co-agent (if any) designated by any Arranger with respect to the Facilities, each Lender (including in any event each Commitment Party and any other Initial Lender) and their respective affiliates and each partner, trustee, shareholder, director, officer, employee, advisor, representative, agent, attorney and controlling person thereof.

You also agree to periodically reimburse us for our reasonable and documented or invoiced out-of-pocket costs and expenses in connection with any matter referred to in this Commitment Letter or the Fee Letter, including expenses associated with our due diligence efforts and field examinations and the reasonable and documented fees, disbursements and other charges of one primary counsel, one local counsel in each

relevant jurisdiction and counsel otherwise retained with the Parent Borrower's consent, whether or not the Acquisition is consummated, the Closing Date occurs or any Facilities Documentation is executed and delivered or any extensions of credit are made under any of the Facilities.

Your indemnity and reimbursement obligations under this Section 5 will be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of you and the Indemnified Persons and shall be superseded in each case by the applicable provisions to the extent covered in the definitive financing documentation upon execution thereof and thereafter shall have no further force and effect.

Neither you nor we nor any other Related Person will be responsible or liable to us or you or any other person or entity for any indirect, special, punitive or consequential damages which may be alleged as a result of the Acquisition, this Commitment Letter, the Fee Letter, the Facilities, the Transactions or any related transaction contemplated hereby or thereby or any use or intended use of the proceeds of the Facilities; provided that the indemnity and reimbursement obligations under this Section 5 shall not be limited by this sentence.

6. Assignments

This Commitment Letter may not be assigned by you without the prior written consent of the Commitment Parties (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person (including your equity holders, employees or creditors) other than the parties hereto (and any Indemnified Person). This Commitment Letter may not be assigned by any Commitment Party without your written consent (and any purported assignment without such consent shall be null and void) provided that the Commitment Parties may (i) assign commitments in accordance with Section 1 to an Additional Committing Party and (ii) assign commitments in accordance with Section 3 above. This Commitment Letter may not be amended or any term or provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.

7. USA PATRIOT Act Notification

Each Commitment Party notifies you, the Target and the Guarantors that, pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as amended, supplemented or modified from time to time, the "Patriot Act") it and each Lender may be required to obtain, verify and record information that identifies you, the Target and the Guarantors, including the name and address of each such person and other information that will allow such Commitment Party and each Lender to identify you, the Target and the Guarantors in accordance with the Patriot Act (and which information shall include, subject to applicable exemptions, information regarding beneficial ownership with respect to the Parent Borrower as required by 31 C.F.R. § 1010.230) and other applicable "know your customer" and anti-money laundering rules and regulations. This notice is given in accordance with the requirements of the Patriot Act and is effective for each Commitment Party and each Lender.

8. Sharing Information; Affiliate Activities; Absence of Fiduciary Relationship

Please note that this Commitment Letter, the Fee Letter and any written or oral communications provided by any Commitment Party, any Arranger or any of their affiliates in connection with the Transactions are exclusively for the information of your Board of Directors and senior management and may not be disclosed to any other person or entity or circulated or referred to publicly without our prior written consent except, after providing written notice to the Commitment Parties (but only as and to the extent the provision of such notice is reasonably practicable), pursuant to applicable law or compulsory legal process; provided that we hereby consent to your disclosure of (i) this Commitment Letter and the Fee

Letter and such communications to the Parent Borrower's officers, directors, agents and advisors who are directly involved in the consideration of the Facilities to the extent you notify such persons of their obligation to keep this Commitment Letter, the Fee Letter and such communications confidential and such persons agree to hold the same in confidence, (ii) this Commitment Letter or the information contained herein (but not the Fee Letter or the information contained therein (except in redacted form reasonably satisfactory to the Commitment Parties)) to the Target and its officers, directors, agents and advisors who are directly involved in the consideration of the Facilities to the extent you notify such persons of their obligation to keep this Commitment Letter and the information contained herein confidential and such persons agree to hold the same in confidence, (iii) the Term Sheets to any ratings agencies on a confidential basis in connection with the Transactions, (iv) this Commitment Letter or the information contained herein and the Term Sheets (but not the Fee Letter or the information contained therein) in any syndication or other marketing materials, prospectus or other offering memorandum, in each case relating to the Facilities, (v) the Term Sheets (but not this Commitment Letter or the Fee Letter) to potential debt providers in coordination with us obtaining commitments to the Facilities from such potential debt providers, (vi) this Commitment Letter or the information contained herein and the Term Sheets (but not the Fee Letter or the information contained therein) to the extent customary or required in any public or regulatory filing relating to the Transactions, (vii) this Commitment Letter and the Fee Letter to bona fide prospective Additional Committing Parties, (viii) this Commitment Letter and the Fee Letter in any legal, judicial or administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations (in which case you shall promptly notify us, in advance, to the extent reasonably practicable and permitted by law), (ix) this Commitment Letter and the Fee Letter upon the request or demand of any regulatory authority or self-regulatory body having jurisdiction over you or your affiliates (in which case you shall, except with respect to any regulatory authority exercising examination or regulatory authority, promptly notify us, in advance, to the extent reasonably practical and permitted by law), (x) this Commitment Letter and the Fee Letter for purposes of enforcing your rights hereunder and (xi) the aggregate amounts contained in the Fee Letter as part of the projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Facilities or to the extent customary or required in any ratings agency presentations, or public or regulatory filing relating to the Transactions; provided, further, that the foregoing restrictions shall cease to apply (except in respect of the Fee Letter and the contents thereof) two years after the date of this Commitment Letter.

We shall use all nonpublic information received by us and our affiliates from or on behalf of you in connection with this Commitment Letter and the transactions contemplated hereby solely for the purposes of negotiating, evaluating and consulting on the transactions contemplated hereby and providing the services that are the subject of this Commitment Letter and shall treat confidentially, together with the terms and substance of this Commitment Letter and the Fee Letter, all such information; provided, however, that nothing herein shall prevent us from disclosing any such information (a) to rating agencies on a confidential basis in connection with our mandate hereunder, (b) to any Lenders or participants or prospective Lenders or participants or contractual counterparty to any swap or derivative transaction relating to the Parent Borrower, the Target or any of their subsidiaries, in each case who have agreed to be bound by confidentiality and use restrictions in accordance with the proviso to this sentence, (c) in any legal, judicial or administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations (in which case we shall promptly notify you, in advance, to the extent reasonably practicable and permitted by law), (d) upon the request or demand of any regulatory (including self-regulatory) authority having jurisdiction over us or our affiliates (in which case we shall, except with respect to any audit or examination conducted by bank accountants or any regulatory authority exercising examination or regulatory authority, promptly notify you, in advance, to the extent reasonably practical and permitted by law), (e) to our officers, directors, employees, legal counsel, independent auditors, professionals and other experts or agents (collectively, "Representatives") who are informed of the confidential nature of such information and who are subject to customary confidentiality obligations of

professional practice or who agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph) (with each such Commitment Party, to the extent within its control, responsible for such Representatives' compliance with this paragraph), (f) to any of our affiliates and their Representatives (provided that any such affiliate or Representative is advised of its obligation to retain such information as confidential, and we shall be responsible for such affiliates' compliance with this paragraph) to be utilized solely in connection with rendering services to you in connection with the Transactions, (g) to the extent any such information becomes publicly available other than by reason of disclosure by us, our affiliates or any of our respective Representatives in breach of this Commitment Letter, (h) to the extent that such information is received by us from a third party that is not, to our knowledge, subject to confidentiality obligations owing to you or any of your affiliates or related parties, (i) to the extent that such information is independently developed by us, or (j) for purposes of enforcing the rights of the Commitment Parties under this Commitment Letter; provided that the disclosure of any such information to any Lenders or prospective Lenders or participants or prospective participants shall be made subject to the acknowledgment and acceptance by such Lender or prospective Lender or participant or prospective participant that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and us, including, without limitation, as agreed in any confidential information memorandum or other marketing materials) in accordance with our standard syndication processes or customary market standards for dissemination of such type of information. The provisions of this paragraph shall automatically be superseded by the confidentiality provisions to the extent covered in the definitive documentation for the Facilities upon the Closing Date and shall in any event automatically terminate two years following the date of this Commitment Letter. You acknowledge that each Commitment Party and its affiliates are full service securities firms and as such may from time to time effect transactions, for their own account or the account of customers, and may hold positions in securities or indebtedness, or options thereon, of the Parent Borrower, the Target and other companies that may be the subject of the Transactions. Each Commitment Party and its affiliates will have economic interests that are different from or conflict with those of the Parent Borrower regarding the transactions contemplated hereby, and you acknowledge and agree that no Commitment Party has any obligation to disclose such interests to you. You further acknowledge and agree that nothing in this Commitment Letter, the Fee Letter or the nature of our services or in any prior relationship will be deemed to create an advisory, fiduciary or agency relationship between us, on the one hand, and you, your equity holders or your affiliates, on the other hand, and you waive, to the fullest extent permitted by law, any claims you may have against any Commitment Party for breach of fiduciary duty or alleged breach of fiduciary duty and agree that no Commitment Party will have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including your equity holders, employees or creditors. You acknowledge that the Transactions (including the exercise of rights and remedies hereunder and under the Fee Letter) are arms' length commercial transactions and that we are acting as principal and in our own best interests. You are relying on your own experts and advisors to determine whether the Transactions are in your best interests and are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated hereby. In addition, you acknowledge that we may employ the services of our affiliates in providing certain services hereunder and may exchange with such affiliates information concerning you, the Target and other companies that may be the subject of the Transactions and such affiliates will be entitled to the benefits afforded to us hereunder.

Consistent with our policies to hold in confidence the affairs of our customers, we will not use or disclose confidential information obtained from you by virtue of the Transactions in connection with our performance of services for any of our other customers (other than as permitted to be disclosed under this Section 8). Furthermore, you acknowledge that neither we nor any of our affiliates have an obligation to use in connection with the Transactions, or to furnish to you, confidential information obtained or that may be obtained by us from any other person.

Please note that each Commitment Party and its affiliates do not provide tax, accounting or legal advice.

9. Waiver of Jury Trial; Governing Law; Submission to Jurisdiction; Surviving Provisions

ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT, PROCEEDING OR CLAIM ARISING IN CONNECTION WITH OR AS A RESULT OF ANY MATTER REFERRED TO IN THIS COMMITMENT LETTER OR THE FEE LETTER IS HEREBY IRREVOCABLY WAIVED BY THE PARTIES HERETO. THIS COMMITMENT LETTER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN IN DETERMINING WHETHER THE ACQUISITION HAS BEEN CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THE ACQUISITION AGREEMENT (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE IN THE APPLICATION OF ANY LAW OTHER THAN THE LAWS OF THE STATE OF DELAWARE). Each of the parties hereto hereby irrevocably (i) submits, for itself and its property, to the exclusive jurisdiction of (a) the Supreme Court of the State of New York, New York County and (b) the United States District Court for the Southern District of New York, located in the Borough of Manhattan, and any appellate court from any such court, in any action, suit, proceeding or claim arising out of or relating to this Commitment Letter, the Fee Letter or the Transactions or the performance of services contemplated hereunder or under the Fee Letter, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action, suit, proceeding or claim shall be heard and determined in such New York State court or such Federal court, (ii) waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any action, suit, proceeding or claim arising out of or relating to this Commitment Letter, the Fee Letter, the Transactions or the performance of services contemplated hereunder or under the Fee Letter in any such New York State or Federal court and (iii) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action, suit, proceeding or claim in any such court and (iv) agrees that a final, non-appealable judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto agrees to commence any such action, suit, proceeding or claim either in the United States District Court for the Southern District of New York or in the Supreme Court of the State of New York, New York County located in the Borough of Manhattan.

Each of the parties hereto agrees that (i) this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement of each party to negotiate in good faith the Facilities Documentation by the parties hereto in a manner consistent with this Commitment Letter, it being acknowledged and agreed that the commitments provided hereunder are subject only to conditions precedent as expressly set forth in Exhibit B of this Commitment Letter, and (ii) the Fee Letter is a legally valid and binding agreement of the parties thereto with respect to the subject matter set forth therein. This Commitment Letter is issued for your benefit only and no other person or entity (other than the Indemnified Persons) may rely hereon.

The provisions of Sections 3, 4, 5, 8 and this Section 9 of this Commitment Letter will survive any termination or completion of the arrangements contemplated by this Commitment Letter or the Fee Letter, including without limitation whether or not the Facilities Documentation are executed and delivered and whether or not the Facilities are made available or any loans under the Facilities are disbursed. You may terminate in whole (not in part) this Commitment Letter and the commitments with respect to the Facilities hereunder at any time subject to the provisions of the preceding sentence and the Fee Letter; provided in the event of a reduction in the purchase price for the Acquisition or if a lesser amount of

indebtedness under the Term Loan Facilities is required to fund the Transactions for any other reason, you may, in your sole discretion, ratably reduce the commitments with respect to the Term Loan Facilities.

10. Termination; Acceptance

Our commitments hereunder and our agreements to provide the services described herein will terminate upon the first to occur of (i) the consummation of the Acquisition (for the avoidance of doubt, either (x) with the funding of the Facilities to the extent required hereunder or (y) without the funding of the Facilities if not required hereunder), (ii) the valid termination of the Acquisition Agreement in accordance with its terms or your written notice of the abandonment of the Acquisition and (iii) 11:59 p.m. on September 30, 2022 (the "Termination Date").

This Commitment Letter may be executed in any number of counterparts, each of which when executed will be an original and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in this Commitment Letter or the Fee Letter shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to JPMCB the enclosed copy of this Commitment Letter, together, if not previously executed and delivered, with the Fee Letter on or before the close of business on April 1, 2022, whereupon this Commitment Letter and the Fee Letter will become binding agreements between us. If not signed and returned as described in the preceding sentence by such date, this offer will terminate on such date.

[*The remainder of this page is intentionally left blank.***]**

We look forward to working with you on this assignment.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: /s/ Timothy Lee
Name: Timothy Lee
Title: Executive Director

[Commitment Letter – Signature Page]

BARCLAYS BANK PLC

By: /s/ George Lee
Name: George Lee
Title: Managing Director

[Commitment Letter – Signature Page]

Accepted and agreed to as of
the date first written above:

MKS INSTRUMENTS, INC.

By: /s/ Seth H. Bagshaw
Name: Seth H. Bagshaw
Title: Senior Vice President, Chief Financial Officer and Treasurer

SCHEDULE 1

FACILITY COMMITMENTS

Initial Lender	Term Loan B Facility	Term Loan A Facility	Revolving Credit Facility
JPMorgan Chase Bank, N.A.	50%	50%	50%
Barclays Bank PLC	50%	50%	50%
Total:	**100%**	**100%**	**100%**

EXHIBIT A

MKS Instruments, Inc.
Senior Secured Credit Facilities
Summary of Terms

Set forth below is a summary of the proposed principal terms for the Facilities. Unless otherwise defined in this Exhibit A, capitalized terms used in this Exhibit A shall have the meanings set forth in the Commitment Letter to which this Exhibit A is attached.

1. PARTIES AND TRANSACTION

Borrowers:	MKS Instruments, Inc., a Massachusetts corporation (the "Parent Borrower"). The Facilities Documentation shall permit certain wholly-owned domestic restricted subsidiaries of the Parent Borrower to be added as co-borrowers (together with Parent Borrower, the "Borrowers") with respect to the Revolving Credit Facility (as defined below), subject to terms and conditions set forth in the Specified Credit Agreement (as defined below).
Guarantors:	Subject to the Certain Funds Provision and the exceptions and thresholds set forth in the Specified Credit Agreement, all obligations of the Parent Borrower under the Facilities and any swap agreements and cash management arrangements provided by any Lender, Arranger, Agent or any affiliate of a Lender, Arranger or Agent (or any Lender, Arranger, Agent or any affiliate thereof at the time into which such agreement was entered) (collectively, the "Obligations") will be unconditionally guaranteed by each of the Parent Borrower's direct and indirect, existing and future wholly-owned domestic restricted subsidiaries (collectively, the "Guarantors"; and together with the Borrowers, the "Loan Parties"; such guarantees being the "Guarantees").
Joint Lead Arrangers and Joint Bookrunners:	JPMorgan Chase Bank, N.A. ("JPMCB") and Barclays Bank PLC ("Barclays") (each, in such capacities, an "Arranger") and will perform the duties customarily associated with such roles.
Administrative Agent:	JPMCB will act as the sole administrative agent and sole collateral agent in respect of the Facilities (in such capacities, together with its permitted successors, the "Administrative Agent").
Lenders:	A syndicate of banks, financial institutions and other entities arranged by the Arrangers and reasonably acceptable to the Parent Borrower (collectively, the "Lenders").
Transactions:	The Parent Borrower intends to acquire (the "Acquisition"), directly or indirectly through one or more wholly-owned restricted subsidiaries, 100% of the equity interests of Atotech

Limited, a registered public company existing under the laws of Jersey (the "Target"), pursuant to that certain Implementation Agreement, dated as of July 1, 2021, as amended by the Letter Agreement, dated as of October 29, 2021 and by the Amendment to Implementation Agreement dated as of April 1, 2022 (including the exhibits and schedules thereto, and as may be amended, modified or supplemented from time to time in accordance with the terms of Exhibit B, the "Acquisition Agreement"), among the Parent Borrower and the Target. In connection therewith, the Parent Borrower has requested that the Lenders provide (i) the Term Loan B Facility (as defined below) in an aggregate principal amount of $4,250.0 million, (ii) the Term Loan A Facility (as defined below) in an aggregate principal amount of $1,000.0 million and (iii) the Revolving Credit Facility (as defined below) with total aggregate commitments of $500.0 million. The proceeds of the Facilities will be used (1) to pay a portion of the consideration for the Acquisition, (2) to finance (x) the repayment in full of all outstanding indebtedness of the Parent Borrower and its subsidiaries under the Existing Credit Agreements (including, in each case, as amended or otherwise modified after the date hereof) (other than certain letters of credit issued under the Existing Revolving Credit Agreement on the Closing Date), (y) the repayment in full of all outstanding indebtedness of the Target and its subsidiaries under that certain Credit Agreement, dated as of March 18, 2021, by and among certain subsidiaries of the Target, the financial institutions and other parties thereto from time to time, and Goldman Sachs Bank USA, as administrative agent and collateral agent (as amended, restated, supplemented, refinanced, renewed, replaced, extended or otherwise modified from time to time, the "Target Credit Agreement") (other than letters of credit and ancillary facilities issued under the Target Credit Agreement on the Closing Date), and (z) the repayment in full of certain other indebtedness of the Target and its subsidiaries, but excluding indebtedness permitted to remain outstanding on and after the Closing Date under the Acquisition Agreement (clauses (x), (y) and (z) collectively, and together with the termination of any guarantee and security in respect thereof, the "Refinancing"), (iii) to provide ongoing working capital requirements of the Parent Borrower and its subsidiaries and (iv) to pay fees, costs, and expenses associated with the foregoing and with the Facilities (the uses set forth in clauses (i) through (iv), collectively referred to hereinafter as the "Transaction Costs") and for other general corporate purposes of the Parent Borrower and its subsidiaries. The transactions described in this paragraph are collectively the "Transactions".

"Existing Credit Agreements" means, collectively (1) that certain Term Loan Credit Agreement, dated as of April 29, 2016 (as such document may have been amended or otherwise modified to but excluding the date hereof, the "Existing Term Loan Credit

Agreement") among the Parent Borrower, the lenders from time to time party thereto and Barclays, as administrative agent and collateral agent and (2) that certain ABL Credit Agreement, dated as of February 1, 2019 (as such document may have been amended or otherwise modified to but excluding the date hereof, the "Existing Revolving Credit Agreement") among the Parent Borrower, each other person from time to time party thereto as a "Borrower", the lenders from time to time party thereto and L/C issuers from time to time party thereto and Barclays, as administrative agent and collateral agent.

Closing Date: "Closing Date" means the date of the initial funding of the Facilities.

2. TYPES AND AMOUNTS OF FACILITIES

A. I. Term Loan Facilities:

Type and Amount: Senior secured term loan facilities comprising (i) a U.S. dollar denominated senior secured term loan B facility in an aggregate principal amount of $4,250.0 million (the "Term Loan B Facility") and (ii) a U.S. dollar denominated senior secured term loan A facility in an aggregate principal amount of $1,000.0 million (the "Term Loan A Facility", and together with the Term Loan B Facility, the "Term Loan Facilities") plus, at the Borrower's election, an amount of additional Term Loans (to be allocated among the Term Loan Facilities in a manner to be mutually agreed) sufficient to fund any original issue discount or upfront fee required to be funded as a result of the exercise of the "Market Flex" provisions in the Fee Letter.

The loans made under the Term Loan B Facility are referred to herein as the "Term B Loans" and the Lenders holding the Term B Loans, the "Term B Lenders". The loans made under the Term Loan A Facility are referred to herein as the "Term A Loans" (and, together with the Term B Loans, the "Term Loans") and the Lenders holding the Term A Loans, the "Term A Lenders" (and, together with the Term B Lenders, the "Term Lenders").

Maturity and Amortization: The Term B Loans will mature on the seventh anniversary of the Closing Date (the "Term Loan B Maturity Date"). The Term B Loans shall be repayable in equal quarterly installments in an aggregate annual amount equal to 1.00% of the original principal amount of the Term Loan B Facility payable on the last day of each calendar quarter commencing with the first full calendar quarter after the Closing Date. The balance of the Term B Loans will be payable on the Term Loan B Maturity Date.

The Term A Loans will mature on the fifth anniversary of the Closing Date (the "Term Loan A Maturity Date"). The Term A

Loans shall be repayable in equal quarterly installments in aggregate annual amounts of the original principal amount of the Term Loan A Facility as set forth in the table below, payable on the last day of each calendar quarter commencing with the first full calendar quarter after the Closing Date. The balance of the Term A Loans will be payable on the Term Loan A Maturity Date.

Year	Annual Amortization Percentage
1	5.0%
2	5.0%
3	7.5%
4	7.5%
5	10.0%

Availability: The full amount of the Term Loans will be made in a single drawing on the Closing Date. Repayments and prepayments of the Term Loans may not be reborrowed.

Use of Proceeds: The proceeds of the Term Loans shall be used to finance the Transaction Costs, and, to the extent any proceeds remain after such application, for general corporate purposes permitted by the Facilities Documentation.

A. II. Revolving Credit Facility

Type and Amount: A senior secured revolving credit facility consisting of commitments and loans in an aggregate principal amount of $500.0 million (the "Revolving Credit Facility"; the loans made under the Revolving Credit Facility, the "Revolving Credit Loans" and the Lenders providing the Revolving Credit Loans and revolving commitments thereunder, the "Revolving Credit Lenders"). The Revolving Credit Facility shall be funded in U.S. Dollars, Euros, Pounds Sterling and other currencies as set forth in the Specified Credit Agreement. The Term Loans and Revolving Credit Loans are collectively referred to as the "Loans".

Availability and Maturity: The Revolving Credit Facility will be available to the Borrowers on a revolving basis during the period commencing on the Closing Date and ending on the fifth anniversary of the Closing Date (the "Revolving Credit Termination Date"). The amount of

	the Revolving Credit Loans to be drawn on the Closing Date will not exceed the sum of (i) $250.0 million plus (ii) the aggregate principal amount of any loans outstanding and face amount of any letters of credit issued under the Existing Revolving Credit Agreement or the Target Credit Agreement on the Closing Date, plus accrued and unpaid interest thereon, plus (iii) the amount of any fees payable pursuant to the Fee Letter under the heading "Market Flex" that are structured as original issue discount, if any. The revolving commitments and the Revolving Credit Loans under the Revolving Credit Facility will mature on the Revolving Credit Termination Date.
Letters of Credit:	Up to $50.0 million of the Revolving Credit Facility will be available for the issuance of letters of credit (the "Letters of Credit") for the account of the Borrowers and their subsidiaries by each Initial Lender (in an amount equal to such Initial Lender's pro rata percentage of the Letter of Credit sublimit) and other consenting Revolving Credit Lenders reasonably satisfactory to the Borrowers and the Administrative Agent (in such capacity, each an "Issuing Lender" and collectively, the "Issuing Lenders"). No Letter of Credit shall have an expiration date after the earlier of (a) one year after the date of issuance unless consented to by the applicable Issuing Lender and (b) three business days prior to the Revolving Credit Termination Date; *provided* that any Letter of Credit with a one-year tenor may provide for the renewal thereof for additional one-year periods pursuant to procedures as set forth in the Facilities Documentation with the applicable Issuing Lender (which shall in no event extend beyond the date referred to in clause (b) above). Letters of Credit shall be issued in U.S. Dollars, Euros, Pounds Sterling and other currencies as set forth in the Specified Credit Agreement. Drawings under any Letter of Credit shall be reimbursed by the Borrowers (whether with their own funds or with the proceeds of Revolving Credit Loans) on the same day if notice of such drawing is received by the Parent Borrower from the relevant Issuing Lender before 11:00 a.m. (New York City time), and otherwise on the next business day. To the extent that the Borrowers do not so reimburse an Issuing Lender, the Revolving Credit Lenders shall be irrevocably and unconditionally obligated to fund participations in such reimbursement obligations on a *pro rata* basis.
Use of Proceeds:	The proceeds of the Revolving Credit Loans shall be used by the Borrowers to finance the Transaction Costs and to provide for ongoing working capital requirements and for general corporate purposes, including permitted acquisitions, investments and restricted payments permitted under the Facilities Documentation.
B. Incremental Facilities:	The Facilities Documentation shall permit the Borrowers to add one or more incremental term loan facilities to the Term Loan

Facilities and/or increase the Term Loan Facilities (each, an "Incremental Term Facility"), to increase commitments under the Revolving Credit Facility (any such increase, an "Incremental Revolving Increase") and/or to add one or more incremental revolving credit facility tranches to the Revolving Credit Facility (each, an "Incremental Revolving Facility"; the Incremental Term Facilities, the Incremental Revolving Increase and the Incremental Revolving Facilities are collectively referred to as the "Incremental Facilities") in an aggregate principal amount of (a) an amount equal to the greater of (i) 75% of *pro forma* Consolidated EBITDA during the most recent Test Period for which financial statements are available as of the Closing Date and (ii) 75% of *pro forma* Consolidated EBITDA (as defined in the Specified Credit Agreement, "Consolidated EBITDA") for the most recently ended period of four consecutive fiscal quarters of the Parent Borrower last ended for which financial statements have been delivered or were required to have been delivered (the "Test Period") (this clause (a)(ii), the "EBITDA Grower Amount") (and after giving effect to any acquisition or dispositions consummated in connection therewith and all other appropriate *pro forma* adjustments (including adjustments for cost-savings and synergies subject to parameters as set forth in the Specified Credit Agreement)), plus (b) voluntary prepayments of Term Loans, Revolving Credit Loans, Incremental Facilities and/or Incremental Equivalent Debt (as defined below) (to the extent incurred under clause (a) above) that is secured on a *pari passu* basis with the Term Loans and the Revolving Credit Loans (but with respect to the prepayment of any revolving indebtedness, only to the extent accompanied by a corresponding permanent reduction in the underlying commitments), in each case except to the extent prepaid with the proceeds of other indebtedness, plus (c) unlimited additional amounts so long as on a *pro forma* basis after giving effect to the incurrence of any such Incremental Facility and after giving effect to any acquisition or dispositions or prepayment of indebtedness consummated in connection therewith and all other appropriate *pro forma* adjustments (including adjustments for cost-savings and synergies subject to parameters as set forth in the Specified Credit Agreement), (i) with respect to any Incremental Facilities that are secured on a *pari passu* basis with the Term Loans and Revolving Credit Loans, as applicable, the First Lien Net Leverage Ratio does not exceed 3.50:1.00, (ii) with respect to any Incremental Facilities that are secured on a junior basis with the Term Loans and Revolving Credit Loans, as applicable, the Secured Net Leverage Ratio does not exceed 3.75:1.00, and (iii) with respect to any Incremental Facilities that are unsecured or secured by assets that do not constitute Collateral, the Total Net Leverage Ratio does not exceed 4.50:1.00 (*provided*, that the Parent Borrower may elect whether such Incremental Facility has been incurred (in whole or part) under clauses (a), (b) and/or (c) above in its

sole discretion; *provided, further*, that (1) if any Incremental Facilities are to be established or incurred under both clauses (a) or (b) and (c) above in connection with a single transaction or series of related but substantially concurrent transactions, then the maximum amount available of Incremental Facilities (or portion of Incremental Facilities) to be established or incurred under clause (c) shall first be determined by calculating the establishment or incurrence under such clause (c) without giving effect to any Incremental Facilities (or portion of any Incremental Facilities) established or incurred (or to be established or incurred contemporaneously therewith) under clause (a) and/or clause (b), and after such maximum amount under clause (c) has been determined, the amount of Incremental Facilities (or portion of Incremental Facilities) established or incurred (or to be established or incurred contemporaneously therewith) under clause (a) and/or clause (b) shall be determined, and (2) upon delivery of the applicable financial statements pursuant to the Facilities Documentation following the initial incurrence of any Incremental Facilities under clauses (a) or (b) above, if such Incremental Facilities could, based on any such financial statements, have been incurred under clause (c) of this definition, then such Incremental Facilities shall automatically be reclassified as incurred under clause (c) above); provided that (i) no Lender will be required to participate in any such Incremental Facility, (ii) no payment or bankruptcy event of default exists or would exist after giving effect thereto (provided, however, that in the case of any Incremental Facility to fund (a) any Permitted Acquisition (as defined in the Specified Credit Agreement) or other permitted acquisition whose consummation is not conditioned on the availability of, or on obtaining, third party financing and (b) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of indebtedness requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment (each, a "Limited Condition Transaction"), the foregoing requirement shall be replaced by the requirement that no event of default shall have occurred and be continuing immediately prior to signing of the applicable purchase or acquisition agreement, and immediately after giving effect to such signing, (iii) the representations and warranties in the Facilities Documentation, as applicable, shall be true and correct in all material respects (and in all respects if qualified by materiality) immediately prior to, and after giving effect to, the incurrence of such Incremental Facility (provided that any bring-down of representations and warranties shall be limited in the case of any Limited Condition Transaction to customary "specified representations"), (iv) with respect to any Incremental Term Facility, the maturity date and weighted average life to maturity of such Incremental Term Facility shall be no earlier than the maturity date and weighted average life to maturity, respectively, of the Term Loan B Facility, provided, that this clause (iv) shall not apply to any

Incremental Term Facility in an aggregate principal amount, taken together with any Incremental Equivalent Debt, Refinancing Indebtedness and permitted refinancings of Incremental Facilities and Incremental Equivalent Debt and any of the foregoing, in an aggregate amount not to exceed 75% of the EBITDA Grower Amount (the "Inside Maturity Basket"), (v) no Incremental Facility shall be guaranteed by persons other than the Guarantors with respect to the corresponding Term Loans or Revolving Credit Loans or secured by assets not constituting Collateral, (vi) with respect to any Incremental Revolving Increase or any Incremental Revolving Facility, (A) the maturity date of such Incremental Revolving Increase or Incremental Revolving Facility shall be the same as the maturity date of the applicable Revolving Credit Facility, (B) such Incremental Revolving Increase or Incremental Revolving Facility shall require no scheduled amortization or mandatory commitment reduction prior to the final maturity of the Revolving Credit Facility and (C) with respect to any Incremental Revolving Facility, there shall be included customary pro rata borrowing and repayment mechanics with respect to the Revolving Credit Facility and any then existing Refinancing Revolving Facility and (D) (x) solely with respect to any Incremental Revolving Increase, such Incremental Revolving Increase shall be on the same terms and pursuant to the same documentation applicable to the Revolving Credit Facility and (y) solely with respect to any Incremental Revolving Facility, such Incremental Revolving Facility shall otherwise be on substantially the same terms as those applicable to the Revolving Credit Facility (except for (i) pricing and fees, (ii) terms that are applicable only after the maturity date of the Revolving Credit Facility or (ii) such terms as may be included subject solely as to administrative matters and subject to the Administrative Agent's consent (such consent not to be unreasonably withheld, delayed or conditioned)); and (vii) (subject to clause (iv) above) the interest rates and amortization schedule applicable to any Incremental Term Facility shall be determined by the Borrowers and the lenders thereunder on terms and pursuant to documentation as set forth in the Specified Credit Agreement; provided, further, that if the Applicable Margins (or similar measure of interest margin) applicable to any Incremental Term Facility in like currency with the Term Loans incurred on or prior to the date that is 12 months following the Closing Date is more than 0.50% *per annum* greater than the Applicable Margins for the Term B Loans (in the case of an Incremental Term Facility in the form of term B loans) or the Term A Loans (in the case of an Incremental Term Facility in the form of term A loans), as applicable, then the Applicable Margins for such applicable class of Term Loans shall be increased to the extent necessary so that the Applicable Margins (or similar measure of interest margin) for such Incremental Term Facility are equal to the Applicable Margins for such class of Term Loans, plus 0.50% *per annum* (the "MFN

Provision") (*provided*, that the MFN Provision shall not apply (A) to Incremental Term Facilities in an aggregate amount not to exceed 75% of the EBITDA Grower Amount and (B) to any Incremental Term Facility that (x) is incurred to finance a Permitted Acquisition or other permitted investment, (y) has an initial maturity of one year or less and is incurred as a customary bridge facility, so long as the long-term indebtedness into which such customary bridge facility is to be converted or exchanged satisfies the requirements of this section or (z) has a final maturity of more than one year after the maturity date with respect to the applicable Term Loans (collectively, the "MFN Exceptions")); provided, further, that, in determining the interest rate margins applicable to the Incremental Term Facility and the Term Loans, (x) arrangement, commitment or structuring fees and other similar fees not paid or payable generally to lenders but are payable to any lead arranger of such Incremental Term Facility, and any similar fees not paid or payable generally to lenders but are payable to the Arrangers (or their affiliates) in connection with the Term Loans shall be excluded, (y) OID and upfront fees paid to the lenders thereunder shall be included (with OID and upfront fees being equated to interest based on assumed four-year life to maturity or, if shorter, the actual weighted average life to maturity), and (z) if the applicable Incremental Term Facility includes an interest rate floor greater than the applicable interest rate floor under the existing applicable Term Loan Facility, such differential between interest rate floors shall be equated to an increase in the applicable interest rate margin with respect to such Incremental Term Facility for purposes of determining whether an increase to the interest rate margin under such existing Term Loan Facility shall be required, but only to the extent an increase in the interest rate floor in such existing Term Loan Facility would cause an increase in the interest rate then in effect thereunder, and in such case the interest rate floor (but not the interest rate margin) applicable to such existing Term Loan Facility shall be increased to the extent of such differential between interest rate floors; provided, further, that, with respect to any Incremental Term Facility, to the extent such terms are not consistent with the applicable Term Loan Facility (except to the extent permitted by clauses (iv) and (vii) of this paragraph), they shall be reasonably satisfactory to the Administrative Agent and any Incremental Term Facility shall, for purposes of prepayments, be treated in any event no more favorably than the Term Loan Facility and shall share ratably or less than ratably in any mandatory prepayments of the Term Loan Facilities.

"First Lien Net Leverage Ratio" means the ratio of (a) Consolidated Secured Debt (i.e., consolidated total debt of the Borrowers and their restricted subsidiaries that is secured by a lien on any assets of the Borrowers or any of their restricted subsidiaries) (net of unrestricted cash and cash equivalents of the

Borrowers and their restricted subsidiaries) as of such date that does not rank junior in priority to the liens on the Collateral securing the obligations under the Facilities to (b) Consolidated EBITDA for the most recently ended Test Period.

"Secured Net Leverage Ratio" means the ratio of (a) Consolidated Secured Debt (i.e., consolidated total debt of the Borrowers and their restricted subsidiaries that is secured by a lien on any assets of the Borrowers or any of their restricted subsidiaries provided that such debt is not expressly subordinated pursuant to a written agreement in right of payment to the Term Loans and Revolving Credit Loans) (net of unrestricted cash and cash equivalents of the Parent Borrower and its restricted subsidiaries) as of such date to (b) Consolidated EBITDA for the most recently ended Test Period.

"Total Net Leverage Ratio" means the ratio of (a) Consolidated Debt (i.e., consolidated total debt of the Borrowers and their restricted subsidiaries) (net of unrestricted cash and cash equivalents of the Borrowers and their restricted subsidiaries; provided that, solely with respect to the maintenance of the Financial Covenant set forth below, unless a Springer Covenant Period is in effect, such amount of cash and cash equivalents shall not exceed $800.0 million) as of such date to (b) Consolidated EBITDA for the most recently ended Test Period.

The Facilities Documentation shall permit the Borrowers to utilize availability under the Incremental Facility to issue (at the option of the Borrowers) one or more additional series of senior unsecured notes or loans, or senior secured notes or loans that will be secured by the Collateral on a *pari passu* or junior basis with the Facilities, senior subordinated (including unsecured) notes or loans, or subordinated (including unsecured) notes or loans (any such notes or loans ("Incremental Equivalent Debt"); provided, that such Incremental Equivalent Debt (i) shall not mature prior to the maturity date of, or have a shorter weighted average life than, the Term Loan B Facility; provided, that this clause (i) shall not apply to (x) any Incremental Equivalent Debt in an aggregate principal amount, taken together with any Incremental Facility, Refinancing Indebtedness and permitted refinancings of Incremental Facilities and Incremental Equivalent Debt and any of the foregoing, in each case, incurred in reliance on the Inside Maturity Basket or (y) the extent such indebtedness constitutes a customary bridge facility, so long as the long-term indebtedness into which such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (i), (ii) shall not be guaranteed by persons other than the Guarantors with respect to the Facilities or secured by assets not constituting Collateral, (iii) shall have covenants and defaults (excluding pricing and optional prepayment or redemption terms) which are, taken as a whole,

not materially more favorable to the investors providing such Incremental Equivalent Debt than, those applicable to the Facilities (except for covenants or other provisions applicable only to periods after the latest final maturity date of any then outstanding Facilities existing at the time of such refinancing), unless (x) the Lenders are afforded the benefits of substantially similar provisions or (y) such provisions shall be customary for similar debt securities or loans in light of then-prevailing market terms and conditions (taken as a whole) at the time of incurrence (as reasonably determined by the Parent Borrower in good faith) (it being understood that with respect to this clause (y) that (A) no Incremental Equivalent Debt in the form of term loans or notes shall include any financial maintenance covenants, but that customary cross-acceleration provisions may be included and (B) any negative covenants with respect to indebtedness, investments, liens or restricted payments shall be incurrence-based), (iv) if in the form of term loans secured by the Collateral on a *pari passu* basis with the Facilities, shall be subject to the MFN Provision (subject to the MFN Exceptions), (v) shall, for purposes of prepayments, be treated in any event no more favorably than the Term Loan Facilities and shall share ratably or less than ratably in any mandatory prepayments of the Term Loan Facilities, and (vi) if applicable, is subject to customary subordination or intercreditor agreements, as applicable, reasonably acceptable to the Administrative Agent are entered into for any such secured, subordinated or senior subordinated Incremental Equivalent Debt.

C. Refinancing Facilities: The Facilities Documentation shall permit the Parent Borrower to refinance (including by extending the maturity) the then outstanding Term Loans and Revolving Credit Loans, as applicable, from time to time, in whole or in part, with (x) one or more new term facilities (each, a "Refinancing Term Facility"), under the Facilities Documentation with the consent of the Parent Borrower and the institutions providing such Refinancing Term Facility, (y) one or more new revolving credit facilities (each, a "Refinancing Revolving Facility"), under the Facilities Documentation with the consent of the Parent Borrower and the institutions providing such Refinancing Revolving Facility or (z) with one or more additional series of senior unsecured notes or loans, or senior secured notes or loans that will be secured by the Collateral on a *pari passu* or junior basis with the Facilities, senior subordinated (including unsecured) notes or loans, or subordinated (including unsecured) notes or loans (any such notes or loans, the "Refinancing Notes", and, together with the Refinancing Term Facilities and the Refinancing Revolving Facilities, the "Refinancing Indebtedness"); provided that (i) any such Refinancing Indebtedness does not mature prior to the maturity date of, or have a shorter weighted average life than, the Term Loan Facility, Incremental Facility or Revolving Credit Facility, in each case, that are being refinanced (and in the case

of any Refinancing Revolving Facility, there shall be no mandatory prepayments or commitment reductions prior to the maturity of the Revolving Credit Facility), provided, that this clause (i) shall not apply to any Refinancing Term Facility or Refinancing Notes in an aggregate principal amount, taken together with any Incremental Facility, Incremental Equivalent Debt and permitted refinancings of Incremental Facilities and Incremental Equivalent Debt and any of the foregoing, in each case, incurred in reliance on the Inside Maturity Basket, (ii) the amount of any such Refinancing Indebtedness does not exceed the amount of indebtedness being refinanced (plus any premium, accrued interest or fees and expenses in respect of the refinancing thereof), plus additional amounts to the extent the Parent Borrower has available debt capacity under other baskets or carve-outs, (iii) any such Refinancing Indebtedness is not guaranteed by any persons other than the Guarantors under the applicable Facility (or such other arrangements satisfactory to the Administrative Agent, (iv) if secured, any such Refinancing Indebtedness shall only be secured by the Collateral securing the Facilities on a *pari passu* or junior basis with the applicable Facility pursuant to the Facilities Documentation, and shall not be secured by any assets not securing the obligations under such Facility, (v) customary subordination or intercreditor agreements, as applicable, reasonably acceptable to the Administrative Agent are entered into for any such secured, subordinated or senior subordinated Refinancing Indebtedness, (vi) with respect to any Refinancing Revolving Facility, there shall be included customary pro rata borrowing and repayment mechanics with respect to the Revolving Credit Facility and any then existing Incremental Revolving Facility and (vii) the covenants and events of default and the other terms and conditions of such Refinancing Term Facility, Refinancing Revolving Facility or Refinancing Notes (excluding pricing and optional prepayment or redemption terms) are, taken as a whole, not materially more favorable to the investors providing such Refinancing Term Facility, Refinancing Revolving Facility or Refinancing Notes, as applicable, than, those applicable to the applicable Facility (except for covenants or other provisions applicable only to periods after the latest final maturity date of any then outstanding Term Loan Facility existing at the time of such refinancing) unless (x) the Term Lenders or Revolving Credit Lenders, as applicable, are afforded the benefits of substantially similar provisions or (y) such provisions shall be customary for similar debt securities or loans in light of then-prevailing market terms and conditions (taken as a whole) at the time of incurrence (as reasonably determined by the Parent Borrower in good faith) (it being understood that with respect to this clause (y) that (A) no Refinancing Indebtedness in the form of term loans or notes shall include any financial maintenance covenants, but that customary cross-acceleration provisions may be included and (B) any negative covenants with respect to

indebtedness, investments, liens or restricted payments shall be incurrence-based).

3. CERTAIN PAYMENT PROVISIONS

Interest Rate Options:

The Borrowers may elect that the Term Loans comprising each borrowing bear interest at a rate *per annum* equal to (a) the Base Rate plus the Applicable Margin or (b) the Adjusted Term SOFR Rate, plus the Applicable Margin.

The Borrowers may elect that Revolving Credit Loans comprising each borrowing bear interest at a rate *per annum* equal to (a) with respect to loans in U.S. dollars, (i) the Base Rate plus the Applicable Margin or (ii) the Adjusted Term SOFR Rate, plus the Applicable Margin, (b) with respect to loans in Euro, the Adjusted EURIBOR Rate, plus the Applicable Margin and (c) with respect to loans in Pounds Sterling, the Adjusted Daily Simple SONIA Rate, plus the Applicable Margin.

As used herein:

"Adjusted Daily Simple SONIA Rate" means, for any day, the Daily Simple SONIA Rate, plus 0.0326%; provided that in no event shall the Adjusted Daily Simple SONIA Rate be less than the Floor.

"Adjusted EURIBOR Rate" means the EURIBOR Rate, as adjusted for statutory reserve requirements for eurocurrency liabilities; provided that in no event shall the Adjusted EURIBOR Rate be less than the Floor.

"Adjusted Term SOFR Rate" means the Term SOFR Rate, plus a spread adjustment equal to 0.10% for one month interest periods, 0.15% for three month interest periods and 0.25% for six month interest periods; provided that in no event shall the Adjusted Term SOFR Rate be less than the Floor.

"Applicable Margin" shall have the meaning set forth in the Fee Letter.

"Base Rate" means the highest of (i) the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest *per annum* interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rate) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quote therein (as determined by the Administrative Agent) or similar release by the Federal Reserve Board (as determined by the Administrative Agent) (the "Prime Rate"), (ii) the federal funds effective rate from time to time (which rate, if negative, shall be deemed to be

0.00%) plus 0.50% and (iii) the Adjusted Term SOFR Rate applicable for an interest period of one month plus 1.00%.

"Base Rate Loans" means Term Loans or Revolving Credit Loans, as applicable, bearing interest based upon the Base Rate.

"Daily Simple SONIA Rate" means, for any day, SONIA, with a 5 RFR business day lookback.

"EURIBOR Rate" means, for any day and time, with respect to any Term Benchmark borrowing denominated in Euro for any interest period, the EURIBOR Screen Rate, two TARGET Days prior to the commencement of such interest period.

"EURIBOR Screen Rate" means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters published at approximately 11:00 a.m. Brussels time two TARGET Days (as defined in the Specified Credit Agreement) prior to the commencement of such interest period. If such page or service ceases to be available, the Administrative Agent may specify another page or service displaying the relevant rate. If the EURIBOR Screen Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of calculating such rate.

"Floor" shall have the meaning set forth in the Fee Letter.

"RFR Rate" when used in reference to any loan or borrowing, refers to whether such loan, or the loans comprising such borrowing, bear interest at a rate determined by reference to the Adjusted Daily Simple SONIA Rate.

"RFR Rate Loans" means Revolving Credit Loans bearing interest based upon the RFR Rate.

"SONIA" means, with respect to any business day, a rate per annum equal to the Sterling Overnight Index Average for such business day published by the Bank of England (or any successor administrator of the Sterling Overnight Index Average) on its website. If SONIA as so determined is less than zero, it shall be deemed to be zero for purposes of calculating the rate.

"Term Benchmark" when used in reference to any loan or borrowing, refers to whether such loan, or the loans comprising

	such borrowing, bear interest at a rate determined by reference to the Adjusted Term SOFR Rate or the Adjusted EURIBOR Rate. "Term Benchmark Loans" means Term Loans or Revolving Credit Loans, as applicable, bearing interest based upon a Term Benchmark. "Term SOFR Rate" means, with respect to any Term Benchmark borrowing denominated in U.S. Dollars for any interest period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days (as defined in the Specified Credit Agreement) prior to the commencement of such interest period, as such rate is published by the CME Term SOFR Administrator. "Term SOFR Reference Rate" means, for any day and time (such day, the "Term SOFR Determination Day"), with respect to any Term Benchmark borrowing denominated in U.S. Dollars for any interest period, the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) business days prior to such Term SOFR Determination Day.
Interest Payment Dates:	In the case of Base Rate Loans, quarterly in arrears. In the case of Term Benchmark Loans, on the last day of each relevant interest period and, in the case of any interest period longer than three months, on each successive date three months after the first day of such interest period. Term Benchmark borrowings may be made for interest periods of 1, 3 or 6 months, as selected by the Parent Borrower. In the case of RFR Rate Loans, each date that is on the numerically corresponding day in each calendar month that is one month after the borrowing of such loan (or, if there is no such numerically corresponding day in such month, then the last day of such month).
Commitment Fees:	The Borrowers shall pay a commitment fee calculated at a rate *per annum* equal to, initially, 0.375% (with any outstanding swing line loans deemed not to use the Revolving Credit

Facility, solely for the purpose of the determination of such fees). Beginning on the date of the first interest period occurring after the date on which the Borrowers deliver to the Revolving Credit Lenders financial statements for the first full fiscal quarter after the Closing Date, the commitment fee for the Revolving Credit Facility will be subject to adjustment based on the grid set forth below:

First Lien Net Leverage Ratio	Commitment Fee
< 3.25 to 1.00	0.25%
≥ 3.25 to 1.00	0.375%

Letters of Credit issued under the Revolving Credit Facility shall each be deemed to be a utilization of the Revolving Credit Facility.

Letter of Credit Fees: The Borrowers shall pay a fee on all outstanding Letters of Credit at a *per annum* rate equal to the Applicable Margin then in effect with respect to Term Benchmark Loans, under the Revolving Credit Facility on the face amount of each such letter of credit. Such fee shall be shared ratably among the Revolving Credit Lenders, and shall be payable quarterly in arrears on the last business day of each calendar quarter. A fronting fee in an amount equal to 0.125% on the face amount of each letter of credit shall be payable quarterly in arrears on the last business day of each calendar quarter to the applicable Issuing Lender for its own account. In addition, customary administrative, issuance, amendment, payment and negotiation charges shall be payable to the applicable Issuing Lender for its own account.

Default Rate: At any time when any Loan Party is in default in the payment of any amount under the Facilities, after giving effect to any applicable grace period, such overdue amounts shall bear interest at 2.00% *per annum* above the rate otherwise applicable thereto, and with respect to any overdue amount (including overdue interest) for which there is no applicable rate, 2.00% *per annum* in excess of the rate otherwise applicable to the Loans maintained as Base Rate Loans from time to time.

Rate and Fee Basis: All *per annum* rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of Base Rate Loans) for actual days elapsed.

Optional Prepayments: The Term Loans may be prepaid, in whole or in part without premium or penalty (other than as set forth under “Soft-Call Premium” below), in minimum amounts set forth in the Facilities Documentation, at the option of the Parent Borrower at any time

upon one business day's (or, in the case of a prepayment of Term Benchmark Loans, three business days') prior notice, subject to reimbursement of the Term Lenders' redeployment costs in the case of a prepayment of Term Benchmark Loans prior to the last day of the relevant interest period. Optional prepayments of the Term Loans, together with accrued interest, if any, shall be applied to the Term Loan B Facility and/or the Term Loan A Facility as directed by the Parent Borrower (and on a pro rata basis within each such Facility) and, with respect to amortization, in the case of the Term Loan B Facility, as directed by the Parent Borrower (and absent such direction, in direct order of maturity thereof) or, in the case of the Term Loan A Facility, on a pro rata basis to the amortization installments thereunder.

The Revolving Credit Loans may be prepaid, in whole or in part without premium or penalty, in minimum amounts set forth in the Facilities Documentation, at the option of the Borrowers at any time upon one business day's (or, in the case of a prepayment of Term Benchmark Loans or RFR Rate Loans, three business days') prior notice, subject to reimbursement of the Revolving Credit Lenders' redeployment costs in the case of a prepayment of Term Benchmark Loans or RFR Rate Loans prior to the last day of the relevant interest period. The unutilized portion of any commitment under the Revolving Credit Facilities may be reduced permanently or terminated by the Borrowers at any time without penalty.

Soft-Call Premium:

In the event that all or any portion of the Term Loan B Facility is repriced downward, effectively refinanced through any amendment of the Term Loan B Facility or refinanced with the proceeds of other syndicated bank debt financing, in each case for the primary purpose of lowering the yield, and resulting in a lower yield, on such amended Term Loan B Facility or refinancing indebtedness, as applicable, than that existing on the applicable portion of the Term Loan B Facility prior to such amendment or refinancing, on or prior to the date that is twelve months after the Closing Date, such repricings, effective refinancings or refinancings will be made with the payment of a 1.00% premium (the "Soft-Call Premium") on the amount repriced, effectively refinanced or refinanced (including with respect to the loans and commitments of any lenders replaced in connection with any amendment related thereto); *provided* that the foregoing payment shall not apply with respect to any event described above that is not consummated for the primary purpose of lowering such yield on such amended Term Loan B Facility than that existing on the applicable portion of the Term Loan B Facility prior to such amendment or refinancing, including, without limitation, in the context of a transaction involving a Change of Control or in connection with a

Transformative Event (each as defined in the Specified Credit Agreement).

Mandatory Prepayments:

If at any time the amounts outstanding under the Revolving Credit Facility (including outstanding Letters of Credit) exceed the amount of commitments under the Revolving Credit Facility as in effect at such time, the Borrowers will be required to make a mandatory prepayment in an amount equal to such excess. Mandatory repayments of loans under the Revolving Credit Facility shall not reduce the commitments under the Revolving Credit Facility.

Mandatory repayments of the Term Loans shall be required from:

(a) with respect to any non-ordinary course asset sale or other disposition of assets with net proceeds in excess of an amount as set forth in the Facilities Documentation in any transaction or series of related transactions, 100% (with a step-down to 0% based upon achievement of First Lien Net Leverage Ratio of 1.0x inside the First Lien Net Leverage Ratio as of the Closing Date (the "Asset Sale Step Downs")) of the Net Cash Proceeds (as defined in the Specified Credit Agreement) from any non-ordinary course sale or other disposition of assets (including as a result of casualty or condemnation) by the Loan Parties and their restricted subsidiaries that are in excess of 15% of EBITDA Grower Amount (the "Excess Proceeds Threshold"), subject to (i) the right of the Loan Parties to reinvest such proceeds if such proceeds are reinvested (or committed to be reinvested) within 455 days and, if so committed to reinvestment, reinvested within 180 days after such 455-day period, (ii) the right of the Loan Parties to use such proceeds prepay other indebtedness of the Loan Parties as set forth in the Facilities Documentation and (iii) other exceptions as set forth in the Specified Credit Agreement, it being understood and agreed that any such repayments pursuant to this clause (a) shall only be required when the aggregate amount of excess net cash proceeds from such non-ordinary course asset sales or other disposition of assets, after giving effect to any applicable reinvestment rights, exceeds the Excess Proceeds Threshold;

(b) 100% of the net cash proceeds from issuances or incurrences of debt by the Borrowers and their restricted subsidiaries (other than indebtedness permitted by the Facilities Documentation (other than any Refinancing Indebtedness)); and

(c) 50% (with step-downs to 25% and 0%, based upon achievement of First Lien Net Leverage Ratios of 0.5x and 1.0x, respectively, inside the First Lien Net Leverage Ratio as of the Closing Date) of annual Excess Cash Flow (as defined in the Specified Credit Agreement) (commencing with Excess Cash Flow for the fiscal year ending December 31, 2022; provided that solely for the first fiscal year in which Excess Cash Flow is tested, Excess Cash Flow shall equal the annual Excess Cash Flow for such year multiplied by the number of days from the Closing Date to December 31 of such fiscal year divided by 360); provided that the amount of any such Excess Cash Flow prepayment shall be subject to dollar-for-dollar reductions as set forth in the Specified Credit Agreement, including, without limitation, that any voluntary prepayments of Term Loans and Revolving Credit Loans to the extent commitments under the Revolving Credit Facility are permanently reduced by the amount of such prepayments, other than payments or reductions funded with the proceeds of equity or long-term indebtedness, during such fiscal year, or after such fiscal year-end and prior to the time such Excess Cash Flow prepayment is due, shall be credited against Excess Cash Flow prepayment obligations on a dollar-for-dollar basis for such fiscal year and, to the extent such prepayments exceed Excess Cash Flow in such fiscal year, shall be carried forward to future fiscal years; *provided* that Excess Cash Flow prepayments shall only be required if, and only to the extent, that after giving effect to the applicable percentage of Excess Cash Flow, the amount of the Excess Cash Flow payment that would be required is greater than 15% of the EBITDA Grower Amount (the "ECF Threshold").

Mandatory prepayments shall be applied, without premium or penalty (other than any Soft-Call Premium payable in connection with any refinancing indebtedness in the case of clause (b) above), subject to reimbursement of the Lenders' redeployment costs in the case of a prepayment of Term Benchmark or RFR Rate borrowings other than on the last day of the relevant interest period, as directed by the Borrowers. Mandatory prepayments of the Term Loans, together with accrued interest, if any, shall be applied to the Term Loan B Facility and the Term Loan A Facility on a pro rata basis (and on a pro rata basis within each such Facility) and, with respect to amortization, in the case of the Term Loan B Facility, as directed by the Parent Borrower (and absent such direction, in direct order of maturity thereof) or, in the case of the Term Loan A Facility, on a pro rata basis to the amortization installments thereunder.

Prepayments from foreign subsidiaries' Excess Cash Flow and asset sale proceeds (to the extent otherwise required) shall be limited under the Facilities Documentation to the extent (x) the repatriation of funds to fund such prepayments is prohibited, restricted or delayed by applicable laws or (y) repatriation of funds to fund such prepayment would result in material adverse tax consequences, as reasonably determined by the Parent Borrower.

All mandatory prepayments under clauses (a) and (c) above are subject to permissibility under (a) local law (e.g., financial assistance, corporate benefit, restrictions on upstreaming of cash intra-group and the fiduciary and statutory duties of the directors of the relevant subsidiaries) and (b) organizational document restrictions (including as a result of minority ownership). The non-application of any such mandatory prepayment amounts as a result of the foregoing provisions will not constitute a default or an event of default and such amounts shall be available for working capital purposes of the Borrowers and their restricted subsidiaries. The Borrowers will use commercially reasonable efforts to overcome or eliminate any such restriction and/or minimize any such costs of prepayment.

Any Term Lender may elect not to accept its *pro rata* portion of any mandatory prepayment under clauses (a) and (c) above (each a "Declining Lender"). Any prepayment amount declined by a Declining Lender ("Rejected Amounts") may be retained by the Borrowers and used by the Borrowers in any manner not prohibited by the Facilities Documentation and any such retained amounts will not thereafter be counted as excess cash flow or net cash proceeds (as described above) in any subsequent measurement period.

4. COLLATERAL

Collateral: Subject to the Certain Funds Provision, the obligations of the Borrowers and each Guarantor in respect of the Obligations shall be secured by a perfected first-priority security interest (subject to permitted liens) in all or substantially all of the Loan Parties' tangible and intangible personal property assets, including, without limitation, registered intellectual property, intercompany notes, all of the capital stock of the Borrower's direct and indirect restricted subsidiaries (limited to (i) the assets of each Guarantor and (ii) 65% of the voting capital stock and 100% of the non-voting capital stock, of any first-tier foreign subsidiary), existing and future cash, cash equivalents, bank accounts (with exceptions as set forth in the Specified Credit Agreement), accounts receivable, other receivables, chattel paper, inventory, and contract rights, documents, general intangibles and insurance, instruments and books and records relating thereto and all proceeds of the foregoing (the "Collateral"). The

Collateral shall be subject to exceptions and qualifications as set forth in the Specified Credit Agreement.

None of the Collateral shall be subject to any other pledges, security interests or mortgages, except junior liens on Collateral and other liens on other Collateral in each case as permitted under the lien covenant. Notwithstanding the foregoing, except as set forth in the Specified Credit Agreement, no foreign law governed documents, perfection actions or foreign law opinions shall be required in connection with the Facilities Documentation.

5. CONDITIONS

Conditions to Initial Borrowing:	The extension of credit under the Facilities on the Closing Date will be subject solely to the conditions precedent set forth in Exhibit B to the Commitment Letter.
Conditions after the Closing Date:	The making of each extension of credit under the Revolving Credit Facility after the Closing Date shall be conditioned upon (a) delivery of a customary borrowing notice, (b) the accuracy of representations and warranties in all material respects, and (c) the absence of defaults or events of default at the time of, or after giving effect to the making of, such extension of credit.

6. DOCUMENTATION

Facilities Documentation:	The definitive documentation with respect to the Facilities (the "Facilities Documentation") shall be substantially consistent with the draft Credit Agreement relating to the "Facilities" (as defined in the Original Commitment Letter), dated as of February 23, 2022 (the "Specified Credit Agreement") (and related Loan Documents (as defined in the Specified Credit Agreement), in draft form as in effect on the date hereof, the "Specified Loan Documents") and will contain the terms set forth in this Exhibit A and, to the extent any other terms are not expressly set forth herein or in the Specified Credit Agreement will (i) be negotiated in good faith within a reasonable time period to be determined based on the expected Closing Date and taking into account the timing of the syndication of the Term Loan Facilities and the pre-closing requirements of the Acquisition Agreement, (ii) contain such other terms as the Parent Borrower and the Arrangers shall reasonably agree, including customary EU/UK bail-in provisions, and (iii) be in a form such that they do not impair the availability of the Facilities on the Closing Date if the applicable conditions to funding set forth or referred to in Exhibit B are satisfied; provided that the Facilities Documentation shall include such updates to address changes in law and modifications to reflect the operational and agency requirements of the Administrative Agent (the "Documentation Principles").

Notwithstanding the foregoing, the Specified Loan Documents shall be modified as follows

a. With respect to restricted payments, revise Section 7.05(b)(8)(y) of the Specified Credit Agreement to an amount of permitted restricted payments to not exceed $250.0 million per year, with any unused amounts carried forward to the next succeeding fiscal year; provided, that such carried forward amount shall not exceed $250.0 million in any year and any usage of the foregoing basket shall first reduce amounts previously carried forward.

b. With respect to amendments, require the consent of each adversely affected Lender for subordination of all or substantially all of the liens under the Facilities Documentation, or all or any portion of the Obligations, to any other liens or indebtedness.

c. So long as the Term Loan A Facility remains outstanding, provide for pro forma compliance with the Financial Covenant in connection with utilization of certain baskets where usual and customary for similar pro rata financings with a maintenance covenant.

Financial Covenant:

With respect to the Term Loan B Facility: none.

With respect of the Revolving Credit Facility and the Term Loan A Facility, maintenance of a maximum Total Net Leverage Ratio of 5.50:1.00, with an annual step-down of 0.25:1.00 commencing upon the end of the first full fiscal quarter following the first anniversary of the Closing Date and for each year thereafter (the "Financial Covenant"); provided that, for the four full fiscal quarter period following a Material Acquisition (to be defined as mutually agreed), such covenant level shall step up by 0.50:1.00; provided further that such covenant level shall not exceed 5:50:1.00 at any time. The Financial Covenant will be tested quarterly at the end of each fiscal quarter, commencing with the first fiscal quarter of the Parent Borrower ending after the Closing Date.

Notwithstanding the foregoing, in the event that the Term Loan A Facility or any other term loan A indebtedness is not outstanding under the Facilities Documentation (a "Springer Covenant Period"), then for any fiscal quarter ending during such Springer Covenant Period, the Financial Covenant will be limited to the Revolving Credit Facility and to maintenance of a maximum First Lien Net Leverage Ratio equal to 6.00:1.00, which ratio will only be tested at the end of any fiscal quarter where more than 35% of the Revolving Credit Facility is drawn (net of unrestricted cash and cash equivalents of the Borrowers

	and their restricted subsidiaries and excluding Letters of Credit) at such date.
Unrestricted Subsidiaries:	The Facilities Documentation will contain provisions pursuant to which, subject to limitations on investments, loans, advances and guarantees and other customary conditions and provisions as set forth in the Specified Credit Agreement, the Parent Borrower is permitted to designate any existing or subsequently acquired or organized subsidiary as an "unrestricted subsidiary" and subsequently re-designate any such unrestricted subsidiary as a restricted subsidiary; provided that (i) after giving effect to any such designation or re-designation, no payment or bankruptcy event of default shall exist (including after the reclassification of investments in, debt of, and liens on the assets of, the applicable subsidiary) and (ii) the fair market value of such subsidiary at the time it is designated as an "unrestricted subsidiary" shall be treated as an investment in an unrestricted subsidiary by the Parent Borrower at such time. The designation of any unrestricted subsidiary as a restricted subsidiary shall constitute the incurrence at the time of designation of any indebtedness or liens of such subsidiary existing at such time and an investment in such subsidiary. Unrestricted subsidiaries will not be subject to the representations and warranties, the affirmative or negative covenant or event of default provisions of Facilities Documentation, and the results of operations and indebtedness of unrestricted subsidiaries will not be taken into account for purposes of determining compliance (to the extent applicable) with the negative covenants and financial ratios contained in the Facilities Documentation.
Representations and Warranties:	Subject to the Documentation Principles, limited to the following and applicable to the Borrowers and their restricted subsidiaries, it being understood and agreed that only the Specified Representations shall be required to be true and correct in all material respects (except for such representations and warranties that are already qualified by materiality, which representations and warranties shall be true and correct in all respects after giving effect to such materiality qualification) as a condition to the occurrence of the Closing Date: financial statements (including *pro forma* financial statements) and projections; no material adverse change; corporate existence; compliance with law; corporate power and authority; enforceability of Facilities Documentation; with respect to the Facilities Documentation, no conflict with law, organizational documents and material agreements; no material adverse litigation; ownership of property; intellectual property; taxes; Federal Reserve regulations; labor matters; ERISA; Investment Company Act; subsidiaries; use of proceeds; environmental and regulatory matters; disclosures; creation, perfection and priority of security interests; solvency (on a consolidated basis); status of the Facilities as senior debt; PATRIOT Act; FCPA and OFAC/anti-

	terrorism laws; insurance; and delivery of certain documents, subject, in the case of each of the foregoing representations and warranties, to customary qualifications and to limitations for materiality consistent with the Documentation Principles. Notwithstanding anything herein to the contrary, during the period from the Closing Date until the date that is 30 days after the Closing Date (the "Clean-Up Period"), any breach of a representation or warranty (other than a Specified Representation) arising solely by reason of any matter or circumstance relating to the Target and its subsidiaries will be deemed not to be a breach of a representation or warranty if, and for so long as, the circumstances giving rise to the relevant breach of representation or warranty: (a) are capable of being remedied within the Clean-Up Period and the Parent Borrower and its subsidiaries are taking appropriate steps to remedy such breach, (b) do not have and would not be reasonably likely to have a material adverse effect and (c) were not procured by or approved by the Parent Borrower or any of its subsidiaries immediately prior to the Closing Date.
Affirmative Covenants:	Subject to the Documentation Principles, limited to the following and applicable to the Borrowers and their restricted subsidiaries: delivery of annual financial statements (accompanied by an audit opinion from a nationally recognized accounting firm) within ninety days (90) after the end of each fiscal year, delivery of quarterly financial statements within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year (or such earlier dates as may be required by the SEC in connection with the public-reporting requirements of the Parent Borrower, after giving effect to any permitted extensions or deferrals thereof); officers' certificates and other information; payment of taxes; maintenance of existence and material rights and privileges; compliance with laws; maintenance of property (subject to casualty, condemnation and normal wear and tear) and customary insurance; maintenance of books and records; right of the Administrative Agent to inspect property and books and records; notices of defaults, litigation and other material events; compliance with environmental laws; ERISA; commercially reasonable efforts to maintain ratings (but not to maintain a specific rating); use of proceeds; and further assurances (including, without limitation, with respect to security interests in after-acquired property), subject, in the case of each of the foregoing covenants, to customary exceptions and qualifications consistent with the Documentation Principles.
Negative Covenants:	Subject to the Documentation Principles, limited to the following with baskets and other exceptions to be agreed (and applicable to the Borrowers and their restricted subsidiaries): (a) the incurrence of debt;

(b) liens;

(c) mergers, consolidations and fundamental changes;

(d) asset sales;

(e) restricted payments, including investments and dividends or distributions on, or redemptions of, the Parent Borrower's equity;

(f) prepayments or redemptions of junior debt, or amendments of junior debt documents or organizational documents in a manner materially adverse to the Lenders;

(g) negative pledge clauses and other restrictive agreements;

(h) transactions with affiliates above a threshold consistent with the Documentation Principles;

(i) anti-corruption laws and sanctions; FCPA and OFAC/anti-terrorism laws; and

(j) change in business or fiscal year.

Events of Default: Subject to the Documentation Principles, limited to the following and applicable to the Borrowers and their restricted subsidiaries only, and with materiality, grace periods and other qualifications to be agreed: nonpayment of principal when due; nonpayment of interest, after a five business day grace period; nonpayment of fees or other amounts, after a ten business day grace period; material inaccuracy of a representation or warranty when made or deemed made (subject, in the case of any representation or warranty capable of being cured, to a thirty day cure period); violation of covenants (subject, in the case of certain of such affirmative covenants, to a thirty day grace period); cross-default and cross acceleration to material indebtedness (provided that the Borrowers' failure to perform or observe the Financial Covenant shall not constitute an event of default for purposes of the Term Loan B Facility unless and until a majority in interest of either the Revolving Credit Lenders or the Term A Lenders have actually declared all such obligations under the Revolving Credit Facility or the Term Loan A Facility, as applicable, to be immediately due and payable and such declaration has not been rescinded); bankruptcy events of the Borrowers or any restricted subsidiary that is not an immaterial subsidiary (with a customary grace period for involuntary events); certain ERISA events; material unsatisfied judgments; actual or asserted invalidity of any material provision in a guarantee, security document or material subordination provisions or non-perfection of a security interest covering a material portion of the collateral; and a change of control.

Voting, Assignments and Participations, Yield Protection:	After the Closing Date, the Lenders shall be permitted to assign (except to Disqualified Institutions, if the list of Disqualified Institutions has been provided to all Lenders) the Loans with the consent of the Parent Borrower (not to be unreasonably withheld or delayed) (the Parent Borrower's consent shall be deemed given if it fails to respond within ten business days); provided that no consent of the Borrowers shall be required (i) after the occurrence and during the continuance of a payment or bankruptcy event of default, (ii) for assignments of Term Loans to any existing Lender or an affiliate or related fund of an existing Lender or (iii) for assignments under the Revolving Credit Facility to any existing Revolving Credit Lender or an affiliate of an existing Revolving Credit Lender. All assignments will require the consent of the Administrative Agent (not to be unreasonably withheld or delayed) unless such assignment is an assignment of the Loans to another Lender, an affiliate of a Lender or an approved fund and, with respect to assignments under the Revolving Credit Facility, the Issuing Lenders. Each assignment will be in a minimum amount of $1.0 million, in the case of Term Loans, or $10.0 million, in the case of the Revolving Credit Facility, and in integral multiples as set forth in the Facilities Documentation or, in each case, if less, all of such Lender's remaining loans and commitments of the applicable class. Natural persons and the Borrowers (except as expressly set forth below), their subsidiaries and affiliates may not be assignees. The Facilities Documentation shall contain customary "net short lender" provisions consistent with the Documentation Principles. Notwithstanding the foregoing, the Administrative Agent shall not be responsible for monitoring assignments or participations for compliance with the list of Disqualified Institutions, if any. The Lenders are permitted to sell participations in Loans and commitments without notice or restriction (except to Disqualified Institutions, if the list of Disqualified Institutions has been provided to all Lenders), other than as set forth in the next sentence, and in accordance with applicable law. Voting rights of participants shall be limited to matters in respect of (a) increases in commitments participated to such participants, (b) reductions of principal, interest or fees, (c) extensions of final maturity and (d) releases of all or substantially all of the value of the Guarantees or all or substantially all of the Collateral. The Borrowers may repurchase Term Loans on a non-pro rata basis through a Dutch auction process (or other procedures as set forth in the Facilities Documentation by the Borrowers and the Administrative Agent) offered to all Term Lenders on customary terms; provided that (i) any Term Loans so repurchased shall be immediately cancelled upon repurchase, (ii) no event of default

shall have occurred and be continuing and (iii) no proceeds of Revolving Credit Loans shall be used to fund such purchase.

Amendments and waivers with respect to the Facilities Documentation shall require the approval of Lenders holding more than 50% of the aggregate amount Loans and commitments under the Facilities (the "Required Lenders"), except that (a) in addition to the consent of the Required Lenders, the consent of each Lender directly affected thereby shall be required with respect to (i) reductions in the amount or extensions of the scheduled date of any amortization or final maturity of any Loan, (ii) reductions in the rate of interest or any fee or extensions of any due date thereof (but, for the avoidance of doubt, other than default rate interest) and (iii) increases in the amount or extensions of the expiry date of any Lender's commitment, (b) the consent of 100% of the Lenders shall be required with respect to (i) reductions of any of the voting percentages and modifications of any *pro rata* sharing and payment and waterfall provisions, (ii) releases of all or substantially all the Collateral (other than in connection with any sale of Collateral permitted by the Facilities Documentation), and (iii) releases of all or substantially all of the Guarantors (other than in connection with the release or sale of the relevant Guarantor permitted by the Facilities Documentation) and (c) the consent of Administrative Agent or Issuing Lenders, as applicable, shall be required with respect to any amendment or modification that affects its rights or duties as administrative agent or Issuing Lenders, as applicable. Any amendment or waiver that by its terms affects only the rights or duties of the Lenders holding loans or commitments of a particular class (but not the Lenders holding loans or commitments of any other class) will require only the requisite percentage in interest of the affected class of Lenders that would be required to consent thereto if such class of Lenders were the only class of Lenders.

The Facilities Documentation shall contain customary provisions for replacing non-consenting Lenders in connection with amendments and waivers requiring the consent of all Lenders or of all Lenders directly affected thereby so long as the Required Lenders shall have consented thereto.

In addition, if the Administrative Agent and the Borrowers shall have jointly identified an obvious error or any error, ambiguity, defect, inconsistency or omission of a technical nature in the Facilities Documentation, then the Administrative Agent and the Borrowers shall be permitted to amend such provision without any further action or consent of any other party.

The Facilities Documentation will permit guarantees, collateral security documents and related documents to be, together with the credit agreement, amended and waived with the consent of

	the Administrative Agent at the request of the Parent Borrower without the need for consent by any other Lender if such amendment or waiver is delivered in order to (i) comply with local law or advice of local counsel or (ii) cause such guarantee, collateral security document or other document to be consistent with the credit agreement and the other Facilities Documentation.
Expenses and Indemnification:	The Borrowers shall pay (a) all reasonable and documented or invoiced out-of-pocket expenses of the Administrative Agent and the Arrangers in connection with the syndication of the Facilities and the preparation, execution, delivery and administration of the Facilities Documentation and any amendment or waiver with respect thereto (including, without limitation, the reasonable fees, disbursements and other charges of one primary counsel, one local counsel in each relevant jurisdiction and counsel otherwise retained with the Parent Borrowers' consent) and (b) all reasonable and documented or invoiced out-of-pocket expenses of the Administrative Agent, the Arrangers and the Lenders (including, without limitation, the fees, disbursements and other charges of counsel) in connection with the enforcement of the Facilities Documentation. The Loan Parties will indemnify the Administrative Agent, the Arrangers and the Lenders and their respective affiliates, and the officers, directors, employees, agents and controlling persons of the foregoing, and hold them harmless from and against all reasonable and documented costs, reasonable and documented expenses (including, without limitation, reasonable fees, disbursements and other charges of counsel) and liabilities of any such indemnified person arising out of or relating to any claim or any litigation or other proceedings (regardless of whether any such indemnified person is a party thereto or whether such claim, litigation, or other proceeding is brought by a third party or by the Borrowers or any of their respective affiliates, creditors or shareholders) that relate to the Facilities Documentation, except to the extent (i) that it is found by a final, non-appealable judgment of a court of competent jurisdiction that such loss, claim, damage, liability or expense resulted from (x) the gross negligence, bad faith or willful misconduct of the indemnified party or (y) a material breach of obligations under the Facilities Documentation by such indemnified party, (ii) arising out of any dispute solely among the indemnified parties (not arising as a result of any act or omission by the Borrowers or any of their respective subsidiaries or affiliates) other than any claim, action, suit, inquiry, litigation, investigation or other proceeding brought by or against any such indemnified party in its capacity as agent or arranger, or (iii) arising out of any settlement entered into by such indemnified party without the Parent Borrower's written consent (such consent not to be unreasonably withheld, conditioned or delayed).

Governing Law and Forum:	New York; provided, however, that the laws of the State of Delaware shall govern in determining whether the Acquisition has been consummated in accordance with the terms of the Acquisition Agreement (without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would result in the application of any law other than the laws of the State of Delaware).
Counsel to the Administrative Agent and the Arrangers:	Paul Hastings LLP.

EXHIBIT B

MKS Instruments, Inc.
Senior Secured Credit Facilities
Summary of Terms and Conditions

Unless otherwise defined in this Exhibit B, capitalized terms used in this Exhibit B shall have the meanings set forth in the Commitment Letter to which this Exhibit B is attached and the other Exhibits to the Commitment Letter. Subject in all respects to the Certain Funds Provision and the Documentation Principles, the commitments of the Initial Lenders' and the Arrangers' and other agents' agreements to perform the services described herein (including the initial borrowings under the Facilities) are subject solely to the satisfaction (or waiver by the Arrangers) of the following conditions precedent, as applicable:

1. Subject to the Certain Funds Provision, definitive loan documentation for the Facilities consistent with the Term Sheet, the Commitment Letter (including, without limitation, the Guarantees and Collateral to the extent required by the Facilities Documentation, the Term Sheet and the Commitment Letter) and the Documentation Principles shall have been executed and delivered by the Borrowers and the Guarantors to the Agent.

2. The Acquisition shall have been, or substantially concurrently with the initial borrowings under the Facilities shall be, consummated in all material respects in accordance with the Acquisition Agreement. No material provision of the Acquisition Agreement shall have been waived, amended or otherwise modified, or any consent given thereunder, in a manner material and adverse to the Lenders (in their capacity as such) without the consent of the Arrangers (which consent shall not be unreasonably withheld, delayed or conditioned); provided that (a) any reduction in the purchase price for the Acquisition set forth in the Acquisition Agreement shall not be deemed to be material and adverse to the interests of the Lenders so long as any such reduction is applied on a dollar-for-dollar basis to reduce the amount of commitments in respect of the Term Loan Facility, (b) any increase in the purchase price set forth in the Acquisition Agreement shall be deemed to be not material and adverse to the interests of the Lenders so long as such purchase price increase is not funded with additional indebtedness (it being understood and agreed that no purchase price, working capital or similar adjustment provisions set forth in the Acquisition Agreement shall constitute a reduction or increase in the purchase price) and (c) each Arranger shall be deemed to have consented to any such waiver, amendment or modification unless they shall object thereto in writing (including via email) within three business days of receipt of written notice of such waiver, amendment or modification.

3. The Refinancing shall have been made or consummated prior to, or shall be made or consummated substantially simultaneously with, the initial borrowings under the Facilities.

4. Subject to the Certain Funds Provision, with respect to each of the Facilities, the Agents shall have received (a) all documents and instruments required to create and perfect the Agents' respective security interests in the Collateral, executed and delivered by the applicable Loan Parties, (b) a solvency certificate from a financial officer of the Parent Borrower, substantially in the form of Exhibit K to the Specified Credit Agreement, attesting to the solvency of the Parent Borrower and its subsidiaries on the Closing Date on a consolidated basis after giving effect to the Transactions, (c) customary legal opinions, (d) customary certificates, organizational documents, borrowing notice and instruments as are customary for transactions of this type (limited to (i) evidence of authority, (ii) charter documents, (iii) borrowing and issuance notices, (iv) customary officers' incumbency certificates and (v) a customary officer's closing certificate (which shall not include any representation or statement as to the absence or existence of any default or event of default or a bring down of representations and warranties other than those set forth in

paragraph 10 below), and (f) good standing certificates in the respective jurisdictions of organization of the Loan Parties (to the extent such concept exists in the applicable jurisdiction).

5. All accrued costs, fees and expenses (including legal fees and expenses and the fees and expenses of any other advisors) and other compensation due and payable to the Agents, the Arrangers and the Lenders shall have been paid, to the extent an invoice therefor was presented at least five business days prior to the Closing Date (or such later date as the Parent Borrower may agree) (which amounts may be offset against the proceeds of the funding under the Facilities).

6. The Loan Parties shall have provided the documentation and other information to the Lenders required by regulatory authorities under the applicable "know-your-customer" rules and regulations, including the PATRIOT Act and a certification regarding beneficial ownership required pursuant to 31 C.F.R. § 1010.230, in each case at least three business days prior to the Closing Date, as has been requested to the Parent Borrower in writing at least ten business days prior to the Closing Date.

7. The Specified Representations shall be true and correct in all material respects (except for representations and warranties that are already qualified by materiality, which representations and warranties shall be true and correct in all respects after giving effect to such materiality qualification) on the Closing Date.

MKS Instruments Provides Update on Pending Acquisition of Atotech

ANDOVER, Mass., April 1, 2022 – (GLOBE NEWSWIRE) – MKS Instruments, Inc. (NASDAQ: MKSI) ("MKS"), a global provider of technologies that enable advanced processes and improve productivity, today announced that it has agreed with Atotech Limited (NYSE: ATC) ("Atotech") to extend the date for completing MKS' previously announced and pending acquisition of Atotech to September 30, 2022 from March 31, 2022. The extension is intended to allow additional time for the regulatory approval from China's State Administration for Market Regulation ("SAMR"). The parties recently withdrew and refiled their notice of acquisition with SAMR to allow SAMR more time to complete its review. The transaction has received approval from the 12 other global antitrust regulatory authorities for which approval is a condition to closing.

The extension of the agreement is supported by a financing commitment from J.P. Morgan and Barclays Bank PLC.

"We are encouraged by the progress we have made on the China regulatory review to date and we look forward to continuing to work with SAMR," said John T.C. Lee, President and CEO of MKS. "We remain very excited about this transaction. By uniting our proprietary laser processing and Atotech's chemistry technology expertise, we hope to enhance the breadth of our innovation capabilities and accelerate customer roadmaps in this era of miniaturization and complexity."

Completion of the transaction, which is to be effected by means of a scheme of arrangement under the laws of the Bailiwick of Jersey, is also subject to obtaining the required sanction by the Royal Court of Jersey and the satisfaction of customary closing conditions.

As previously announced on July 1, 2021, MKS entered into a definitive agreement with Atotech (the "Implementation Agreement") pursuant to which MKS will acquire Atotech for $16.20 in cash and 0.0552 of a share of MKS common stock for each Atotech common share. At the time of the announcement, the equity value of the transaction was approximately $5.1 billion and the enterprise value of the transaction was approximately $6.5 billion. The extension of the date for completing the acquisition did not change the consideration under the definitive agreement and the final value of the consideration will be determined at the time of the closing of the transaction. MKS intends to fund the cash portion of the transaction with a combination of available cash on hand and committed debt financing.

As previously announced by Atotech, on November 3, 2021 the transaction was approved by Atotech shareholders at a meeting convened pursuant to an order of the Royal Court of Jersey and a special resolution to implement the transaction was passed by Atotech shareholders at a general meeting.

Separately, MKS also provided an update on the impact of recent geopolitical events, confirming that its exposure to Ukraine and Russia is immaterial to operations and financial results, and is expected to be immaterial on a combined company basis as well.

About MKS Instruments

MKS Instruments, Inc. is a global provider of instruments, systems, subsystems and process control solutions that measure, monitor, deliver, analyze, power and control critical parameters of advanced manufacturing processes to improve process performance and productivity for our customers. Our products are derived from our core competencies in pressure measurement and control, flow measurement and control, gas and vapor delivery, gas composition analysis, electronic control technology, reactive gas generation and delivery, power generation and delivery, vacuum technology, temperature sensing, lasers, photonics, optics, precision motion control, vibration control and laser-based manufacturing systems solutions. We also provide services relating to the maintenance and repair of our products, installation services and training. Our primary served markets include semiconductor, industrial technologies, life and health sciences, and research and defense. Additional information can be found at www.mksinst.com.

Safe Harbor for Forward-Looking Statements

Statements in this press release regarding the pending transaction, the ability to close the transaction, the impact of geopolitical events in Russia and Ukraine on operations and any other statements about MKS management's future expectations, beliefs, goals, plans or prospects constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Any statements that are not statements of historical fact (including statements containing the words "will," "projects," "intends," "believes," "plans," "anticipates," "expects," "estimates," "forecasts," "continues" and similar expressions) should also be

considered to be forward-looking statements. These statements are only predictions based on current assumptions and expectations. Actual events or results may differ materially from those in the forward-looking statements set forth herein. Among the important factors that could cause actual events to differ materially from those in the forward-looking statements are: the ability of the parties to obtain the required regulatory approval of SAMR and meet other closing conditions required to complete the transaction; manufacturing and sourcing risks, including the impact and duration of supply chain disruptions, component shortages and price increases; the terms of MKS' existing loan facilities; the terms and availability of financing for the transaction; the substantial indebtedness MKS expects to incur in connection with the transaction and the need to generate sufficient cash flows to service and repay such debt; MKS' entry into Atotech's chemicals technology business, in which MKS does not have experience and which may expose it to significant additional liabilities; the risk of litigation relating to the transaction; unexpected costs, charges or expenses resulting from the transaction; the risk that disruption from the transaction materially and adversely affects the respective businesses and operations of MKS and Atotech; restrictions during the pendency of the transaction that impact MKS' or Atotech's ability to pursue certain business opportunities or other strategic transactions; the ability of MKS to realize the anticipated synergies, cost savings and other benefits of the transaction, including the risk that the anticipated benefits from the transaction may not be realized within the expected time period or at all; competition from larger or more established companies in the companies' respective markets; MKS' ability to successfully grow Atotech's business; potential adverse reactions or changes to business relationships resulting from the pendency or completion of the transaction; the ability of MKS to retain and hire key employees; legislative, regulatory and economic developments, including changing conditions affecting the markets in which MKS and Atotech operate, including the fluctuations in capital spending in the semiconductor industry and other advanced manufacturing markets and fluctuations in sales to MKS' and Atotech's existing and prospective customers; the challenges, risks and costs involved with integrating the operations of the companies MKS acquires; the impact of the COVID-19 pandemic; the ability of MKS to anticipate and meet customer demand; potential fluctuations in quarterly results; dependence on new product development; rapid technological and market change; acquisition strategy; volatility of stock price; international operations; financial risk management; and the other factors described in MKS' Annual Report on Form 10-K for the fiscal year ended December 31, 2021 and any subsequent Quarterly Reports on Form 10-Q, each as filed with the U.S. Securities and Exchange Commission (the "SEC"). Additional risk factors may be identified from time to time in future filings with the SEC. MKS is under no obligation to, and expressly disclaims any obligation to, update or alter these forward-looking statements, whether as a result of new information, future events or otherwise after the date of this press release.

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