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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):

March 18, 2009

MKS Instruments, Inc.

(Exact name of registrant as specified in its charter)

Massachusetts

(State or other jurisdiction  
of incorporation)

000-23621

(Commission  
File Number)

04-2277512

(I.R.S. Employer  
Identification No.)

2 Tech Drive, Suite 201, Andover, Massachusetts

(Address of principal executive offices)

01810

(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))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On March 18, 2009, MKS Instruments, Inc., MKS Japan, Inc. and HSBC Bank USA, National Association entered into a fifth amendment to the Optional Advance Demand Grid Note dated August 3, 2004 among such parties, as amended, (a) decreasing the maximum amount of the note from \$35 million to \$5 million, (b) decreasing the limit for standby letters of credit under the note from \$750,000 to \$650,000, and (c) establishing an annual facility fee of 0.0375% of the maximum amount of the note. MKS believes the reduced amount of the note more accurately reflects MKS' anticipated utilization of this line, and minimizes the cost of the new facility fee. As of December 31, 2008, MKS had outstanding borrowings of \$1.1 million under this line. In addition, as of December 31, 2008, MKS and its subsidiaries had an aggregate of approximately \$27.5 million available under other credit lines and short term borrowing arrangements, of which \$16.7 million was outstanding on such date. As of December 31, 2008, MKS also had cash, cash equivalents and short-term investments, net of debt, of \$259.8 million.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

99.1 Fifth Amendment, dated March 18, 2009, to Optional Advance Demand Grid Note dated August 3, 2004 (the "Note"), along with the Fourth Amendment to the Note, dated July 31, 2008 and the Third Amendment to the Note, dated July 31, 2007.

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**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.

March 18, 2009

By: */s/ Kathleen F. Burke*

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*Name: Kathleen F. Burke*

*Title: General Counsel*

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Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
99.1	Fifth Amendment, dated March 18, 2009, to Optional Advance Demand Grid Note dated August 3, 2004 (the "Note"), along with the Fourth Amendment to the Note, dated July 31, 2008 and the Third Amendment to the Note, dated July 31, 2007

FIFTH AMENDMENT  
TO  
OPTIONAL ADVANCE DEMAND GRID NOTE

This Fifth Amendment dated as of March 18, 2009 amends the Optional Advance Demand Grid Note, dated August 3, 2004, made by MKS Instruments, Inc. and MKS Japan, Inc. in favor of HSBC Bank USA, National Association (“Bank”), as amended by the First Amendment, dated July 29, 2005, the Second Amendment, dated July 31, 2006, the Third Amendment, dated as of July 31, 2007 and the Fourth Amendment, dated as of July 31, 2008 (the “Note”). Terms defined in the Note shall have the same meanings in this Amendment.

1. Without changing the demand and discretionary nature of the Note, the Note is amended as follows: (a) the maximum amount of the Note is reduced from \$35,000,000.00 to \$5,000,000.00, and the undersigned agree to pay to the Bank any outstanding balance on the Note in excess of \$5,000,000.00 on or before May 31, 2009, (b) the limit for standby letters of credit under the Note is reduced from \$750,000.00 to \$650,000.00, and (c) the undersigned agree to pay the Bank an annual facility fee of 0.0375% of the maximum amount of the Note to be paid quarterly by installments on or before March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup>, and December 1<sup>st</sup> of each year the Note is in effect.
2. Except as amended hereby, the Note remains unchanged and in full force and effect.

IN WITNESS WHEREOF, this Fifth Amendment has been duly executed by the undersigned parties effective the 18<sup>th</sup> day of March, 2009.

MKS  
INSTRUMENTS, INC.

By: /s/ Ronald C. Weigner  
Name: Ronald C. Weigner  
Title: VP, CFO & Treasurer

MKS JAPAN, INC.

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

HSBC BANK USA, NATIONAL

ASSOCIATION

By: /s/ Elise M. Russo  
Name: Elise M. Russo  
Title: First Vice President

FOURTH AMENDMENT DATED JULY 31, 2008  
TO  
OPTIONAL ADVANCE DEMAND GRID NOTE

This Fourth Amendment dated as of July 31, 2008 amends the Optional Advance Demand Grid Note dated August 3, 2004, made by MKS Instruments, Inc. and MKS Japan, Inc. in favor of HSBC Bank USA, National Association, as amended by the First Amendment, dated July 29, 2005, the Second Amendment, dated July 31, 2006, and the Third Amendment, dated as of July 31, 2007 (the “Note”). Terms defined in the Note shall have the same meanings in this Amendment.

1. The date of “July 31, 2008”, wherever it appears in the Note, is hereby deleted and replaced with: “July 31, 2009”. After July 31, 2009, the termination date of “July 31, 2009” (and any subsequent termination date), wherever it appears in the note, shall be deleted and replaced by such later date as may be agreed to in writing by the Bank and the Borrower as the new termination date of the Note.
2. Except as amended hereby, the Note remains unchanged and in full force and effect.

MKS INSTRUMENTS,  
INC.

By: /s/ Joseph M. Tocci  
Name: Joseph M. Tocci  
Title: Treasurer

MKS JAPAN, INC.

By: /s/ Ronald Weigner  
Name: Ronald Weigner  
Title: Director

HSBC BANK USA, NATIONAL

ASSOCIATION

By: /s/ Elise M. Russo  
Name: Elise M. Russo  
Title: First Vice President

THIRD AMENDMENT DATED JULY 31, 2007  
TO  
OPTIONAL ADVANCE DEMAND GRID NOTE

This Third Amendment dated as of July 31, 2007 amends the Optional Advance Demand Grid Note dated August 3, 2004, made by MKS Instruments, Inc. and MKS Japan, Inc. in favor of HSBC Bank USA, National Association, as amended by the First Amendment, dated July 29, 2005, the Second Amendment, dated July 31, 2006 (the "Note"). Terms defined in the Note shall have the same meanings in this Amendment.

1. The date of "July 31, 2007", wherever it appears in the Note, is hereby deleted and replaced with: "July 31, 2008". After July 31, 2008, the termination date of "July 31, 2008" (and any subsequent termination date), wherever it appears in the note, shall be deleted and replaced by such later date as may be agreed to in writing by the Bank and the Borrower as the new termination date of the Note.
2. The definition of **Adjusted LIBOR Rate** is changed to: the LIBOR Rate plus .75%
3. Eliminate requirement "(iii) management prepared financial forecasts for each fiscal year" as noted on page 4 of the Optional Advance Demand Grid Note.
4. Except as amended hereby, the Note remains unchanged and in full force and effect.

MKS INSTRUMENTS,  
INC.

By: /s/ Joseph M. Tocci  
Name: Joseph M. Tocci  
Title: Treasurer

MKS JAPAN, INC.

By: /s/ Ronald Weigner  
Name: Ronald Weigner  
Title: Director

HSBC BANK USA, NATIONAL

ASSOCIATION

By: /s/ Elise M. Russo  
Name: Elise M. Russo  
Title: FVP