

**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): February 13, 2024

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))

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.

Item 1.01 Entry into a Material Definitive Agreement.

On February 13, 2024 (the “Effective Date”), MKS Instruments, Inc., a Massachusetts corporation (the “Company”), entered into the Third Amendment to Credit Agreement (the “Third Amendment”), which amends the Credit Agreement, dated as of August 17, 2022, by and among the Company, the lenders and letter of credit issuers party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (as amended from time to time, including by the First Amendment to Credit Agreement, dated October 3, 2023, by the Second Amendment to Credit Agreement, dated January 22, 2024, and by the Third Amendment, the “Credit Agreement”). Pursuant to the Third Amendment, the Company increased the available borrowing capacity under its senior secured revolving credit facility by \$175 million (the “Incremental Revolving Commitments”), from \$500 million to \$675 million. In connection with the execution of the Third Amendment, the Company paid customary fees and expenses to the lenders providing the Incremental Revolving Commitments and to JPMorgan Chase Bank, N.A.

The foregoing description of the Third Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Third Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure under Item 1.01 of the Current Report on Form 8-K is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Third Amendment to Credit Agreement, dated as of February 13, 2024, by and among MKS Instruments, Inc., as parent borrower, the other loan parties party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and each lender and letter of credit issuer party thereto
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.

Date: February 13, 2024

MKS Instruments, Inc.

By: /s/ Kathleen F. Burke

Name: Kathleen F. Burke

Title: Executive Vice President, General Counsel & Secretary

THIRD AMENDMENT TO CREDIT AGREEMENT

This THIRD AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated as of February 13, 2024, is entered into by and among MKS INSTRUMENTS, INC., a Massachusetts corporation, as Parent Borrower (the "Parent Borrower"), the other Loan Parties party hereto, JPMORGAN CHASE BANK, N.A. ("JPM"), in its capacity as Administrative Agent, each L/C Issuer, and each Initial Incremental Revolving Credit Lender (as defined below) party hereto, under that certain Credit Agreement, dated as of August 17, 2022, among the Parent Borrower, JPM, as Administrative Agent, Collateral Agent and an L/C Issuer, the Lenders party thereto from time to time and the other Persons party thereto from time to time (as amended, restated, amended and restated, supplemented and otherwise modified prior to the date hereof, the "Existing Credit Agreement", and as amended by this Amendment, and as otherwise amended, restated, amended and restated, supplemented and otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

WITNESSETH

WHEREAS, reference is made to that certain Engagement Letter, dated January 9, 2024 (as amended, modified, supplemented or waived from time to time, the "Engagement Letter"), between the Parent Borrower and JPM (the "Arranger"); and the Arranger has been appointed to act as sole and exclusive lead arranger and lead bookrunner for this Amendment and the transactions contemplated hereby;

WHEREAS, pursuant to Section 2.14 of the Existing Credit Agreement, the Borrower desires to obtain new Revolving Credit Commitments in an aggregate principal amount of \$175,000,000 as Revolving Credit Commitment Increases (the "Initial Incremental Revolving Credit Commitments"), in accordance with the requirements set forth in Section 2.14 of the Existing Credit Agreement and otherwise on the terms and conditions provided herein;

WHEREAS, on the Third Amendment Effective Date, each Person that executes and delivers a direct counterpart of this Amendment as an Initial Incremental Revolving Credit Lender (each such Person in such capacity, an "Initial Incremental Revolving Credit Lender") will make available Revolving Credit Commitments to the Borrower in an aggregate principal amount equal to its Initial Incremental Revolving Credit Commitment.

WHEREAS, in order to effect the Initial Incremental Revolving Credit Commitments, the Parent Borrower, the Administrative Agent, each Initial Incremental Revolving Credit Lender and the other parties party hereto have agreed to make certain amendments to the Existing Credit Agreement as set forth herein;

WHEREAS, (a) the Initial Incremental Revolving Credit Lenders are willing to grant the extension of credit contemplated hereby, in each case on the terms and subject to the conditions of this Amendment and the Credit Agreement, and (b) to the extent such consent is required, the Administrative Agent, the L/C Issuers and the Parent Borrower consent to each of the Initial Incremental Revolving Credit Lenders providing Initial Incremental Revolving Credit Commitments, being Lenders under the Credit Agreement; and

WHEREAS, each Loan Party party hereto expects to realize substantial direct and indirect benefits as a result of this Amendment becoming effective and the consummation of the transactions contemplated hereby and agrees to reaffirm its obligations pursuant to the Credit Agreement, the Collateral Documents, and the other Loan Documents to which it is a party.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I INITIAL INCREMENTAL REVOLVING CREDIT COMMITMENTS

Section 1.01 Initial Incremental Revolving Credit Commitments. Subject to the terms and conditions set forth herein and the occurrence of the Third Amendment Effective Date:

(a) The Initial Incremental Revolving Credit Commitments shall be effected as follows, and shall have the following terms and conditions:

(i) each Initial Incremental Revolving Credit Lender severally agrees to provide a Revolving Credit Commitment to the Parent Borrower on the Third Amendment Effective Date in Dollars in the principal amount not to exceed the amount opposite such Initial Incremental Revolving Credit Lender's name on Annex A hereto;

(ii) the Initial Incremental Revolving Credit Commitments shall constitute an increase in the principal amount of, and shall comprise part of the same Class and Tranche as the Revolving Credit Commitments and the Revolving Credit Facility;

(iii) except as otherwise expressly set forth herein, the Initial Incremental Revolving Credit Commitments shall have identical terms as the Revolving Credit Commitments and shall otherwise be subject to the provisions, including any provisions restricting the rights, or regarding the obligations, of the Loan Parties or any provisions regarding the rights of the Revolving Credit Lenders, of the Credit Agreement and the other Loan Documents applicable to Revolving Credit Commitments (including, without limitation, as to interest rate margins, rate floors, maturity, prepayment premiums, optional prepayment and optional redemption terms, mandatory repayment, amortization, Guarantors, Collateral (and ranking), payment priority and use of proceeds); and

(iv) Each reference to "Revolving Credit Commitment," "Revolving Credit Facility" and "Revolving Tranche" in the Credit Agreement or the other Loan Documents shall be deemed to include the commitments of the Initial Incremental Revolving Credit Lenders under their respective Initial Incremental Revolving Credit Commitments and all other related terms will have correlative meanings *mutatis mutandis*. Each reference to "Lender" or "Revolving Credit Lender" shall be deemed to include each Initial Incremental Revolving Credit Lender and all other terms will have correlative meanings *mutatis mutandis*.

(b) Pursuant to Section 2.14 and Section 10.01 of the Existing Credit Agreement, the Administrative Agent is hereby authorized to take all actions as it may reasonably deem to be necessary to effect the funding, assignments, assumptions and prepayments contemplated by Section 2.14(e) of the Existing Credit Agreement, and in each case the Administrative Agent shall be authorized to mark the Register accordingly to reflect the amendments and adjustments set forth herein.

(c) The provisions of this Section 1.01 shall apply notwithstanding anything to the contrary contained in Section 2.02 of the Existing Credit Agreement or the Credit Agreement.

Section 1.02 Certain Agreements and Consents.

(a) Each Initial Incremental Revolving Credit Lender party hereto (i) agrees, to the extent not already a Lender, to become a party to the Credit Agreement as a Lender, (ii) confirms that it has received a copy of the Existing Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment, (iii) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, make or continue to make its own credit decisions in taking or not taking action under the Credit Agreement, (iv) appoints and authorizes Administrative Agent and Collateral Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Loan Documents as are delegated to Administrative Agent and Collateral Agent, as the case may be, by the terms thereof, together with such powers as are reasonably incidental thereto, and (v) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

(b) This Amendment shall be deemed to constitute any request and/or notice relating to the Initial Incremental Revolving Credit Commitments set forth in Section 2.14 of the Existing Credit Agreement; and the Parent Borrower hereby authorizes and directs the Administrative Agent to deliver a copy of this Amendment to the Lenders.

**ARTICLE II
AMENDMENTS**

Section 2.01 Upon the occurrence of the Third Amendment Effective Date:

(a) Section 1.01 of the Credit Agreement shall be amended by adding the following defined terms in their correct alphabetical order;

“Third Amendment” means that certain Third Amendment to Credit Agreement, dated as of February 13, 2024, by and among the Parent Borrower, the other Loan Parties party hereto, the Administrative Agent, and each Lender party hereto.

“Third Amendment Effective Date” has the meaning ascribed to such term in the Third Amendment.

(b) the Initial Incremental Revolving Credit Commitments shall be deemed incorporated into the Credit Agreement *mutatis mutandis* as part of the same Class and Tranche as the Revolving Credit Commitments and the Revolving Credit Facility, in each case, respectively, on the terms and conditions set forth in Sections 1.01 and 1.02 of this Amendment (including, without limitation, Sections 1.01 (*Definitions*), 2.01 (*The Loans*), 2.02 (*Borrowings, Conversions and Continuations of Loans*), 2.05 (*Prepayments*), 2.07 (*Repayment of Loans*), 2.14 (*Incremental Facilities*), 2.22 (*Extension of Term Loans and Revolving Credit Commitments*), 3.08 (*Replacement of Lenders under Certain Circumstances*) and 5.07 (*Use of Proceeds*) of the Credit Agreement).

Section 2.02 In furtherance of the foregoing, Schedule 2.01 of the Existing Credit Agreement (*Commitments and Pro Rata Shares*) is hereby amended to reflect the Initial Incremental Revolving Credit Commitments of the Initial Incremental Revolving Credit Lenders set forth in Annex A hereto.

ARTICLE III CONDITIONS PRECEDENT

The effectiveness of this Amendment and the commitments and obligations of each Initial Incremental Revolving Credit Lender under this Amendment shall be subject to the satisfaction or waiver (by the Administrative Agent) of each of the following conditions (the date of satisfaction or waiver of such condition being referred to herein as the “Third Amendment Effective Date”):

Section 3.01 Execution. The Administrative Agent shall have received a counterpart of this Amendment and the other documents related to or contemplated hereby, executed and delivered by a duly authorized officer of the Parent Borrower, each other Loan Party, each Initial Incremental Revolving Credit Lender, each L/C Issuer and the Administrative Agent.

Section 3.02 [Reserved].

Section 3.03 Corporate Documents. The Administrative Agent shall have received: (a) a certificate of a Responsible Officer of the Parent Borrower dated the Third Amendment Effective Date, certifying (i) that either (A) the Organization Documents for the Parent Borrower have not been amended since the Closing Date or (B) attached thereto is a true and complete copy of each Organization Document of the Parent Borrower certified (to the extent applicable) as of a recent date by the Secretary of State of the state of its organization, (ii) that attached thereto is a true and complete copy of resolutions adopted by the applicable governing body of the Parent Borrower authorizing the execution, delivery and performance of the Amendment or any other document delivered in connection herewith to which the Parent Borrower is a party, and that such resolutions have not been modified, rescinded or amended and are in full force and effect and (iii) either (A) as to the incumbency and specimen signature of each officer executing this Amendment or any other document delivered in connection herewith on behalf of the Parent Borrower or (B) that there has been no change to the officers of such Person that previously executed an incumbency specimen on the Closing Date; and (b) a certificate as to the good standing of the Parent Borrower in its jurisdiction of organization as of a recent date (to the extent such concept exists), from such Secretary of State.

Section 3.04 Costs and Expenses. The Parent Borrower shall have paid, or shall cause to have paid substantially concurrently with the effectiveness of the Initial Incremental Revolving Credit Commitments, all costs, fees and expenses (including legal fees and expenses) and other compensation due and payable to the Administrative Agent, the Arranger and the Initial Incremental Revolving Credit Lenders required to be paid pursuant to the Engagement Letter, in each case to the extent invoiced at least three (3) Business Days prior to the Third Amendment Effective Date.

Section 3.05 Third Amendment Effective Date Certificate. The Administrative Agent shall have received a certificate, duly executed by a Responsible Officer of the Parent Borrower, certifying as to the accuracy of the representations and warranties set forth in Article IV in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the Third Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date.

Section 3.06 Know-Your-Customer. The Administrative Agent and each Initial Incremental Revolving Credit Lender (to the extent requested at least ten (10) Business Days in advance of the Third Amendment Effective Date (or such shorter time as agreed to by the Parent Borrower)) shall have received at least two (2) Business Days prior to the Third Amendment Effective Date all documentation and other information about the Parent Borrower and the other Loan Parties required under applicable “know your customer” and anti-money laundering rules and regulations, including a certification regarding beneficial ownership as required by 31 C.F.R. § 1010.230 (the “Beneficial Ownership Regulation”) in relation to the Parent Borrower to the extent the Parent Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation.

Section 3.07 Opinions of Counsel. The Administrative Agent shall have received a customary opinion of Wilmer Cutler Pickering Hale and Dorr LLP, special counsel to the Loan Parties.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

To induce the other parties hereto to enter into this Amendment, and to induce each Initial Incremental Revolving Credit Lender to make the Loans and provide the Commitments pursuant to the term hereof, each Loan Party hereby represents and warrants to the Administrative Agent, the Collateral Agent and each Lender (including each Initial Incremental Revolving Credit Lender) that, as of the Third Amendment Effective Date:

Section 4.01 Existence, Qualification and Power. Each Loan Party (subject, in the case of clause (c), to the Legal Reservations and Section 5.03 of the Credit Agreement) (a) is a Person duly organized, formed or incorporated, validly existing and in good standing (to the extent such concept is applicable to such entity in its relevant jurisdiction of formation) under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business as currently conducted and (ii) execute, deliver and perform its obligations under the Amendment, (c) is duly qualified and is authorized to do business and in good standing (to the extent such concept is applicable to such entity in its relevant jurisdiction of formation) under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification and (d) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case, referred to in clauses (a) (other than with respect to the Borrowers), (b)(i), (b)(ii) (other than with respect to the Borrowers), (c) and (d), to the extent that any failure to be so or to have such would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.02 Due Authorization; No Conflict. The execution, delivery and performance by each Loan Party of this Amendment and the consummation of the transactions contemplated hereby (a) have been duly authorized by all necessary corporate or other organizational action, (b) do not contravene the terms of any of such Person’s Organization Documents, (c) do not conflict with or result in any breach or contravention of, or the creation of any Lien (other than Permitted Liens) under, any Contractual Obligation to which such Person is a party or any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject and (d) do not violate any Law; except, in each case, to the extent that such violation would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.03 Due Execution; Binding Effect. This Amendment has been duly executed and delivered on behalf of each Loan Party (subject, in each case, to the Legal Reservations and Section 5.03 of the Credit Agreement). Subject to the Legal Reservations, this Amendment constitutes a legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms.

Section 4.04 Solvency. After giving effect to the transactions contemplated by this Amendment and the Credit Agreement, the Parent Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

Section 4.05 Representations and Warranties. The representations and warranties of each Loan Party set forth in Article V of the Existing Credit Agreement and in each other Loan Document are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date and the representations and warranties contained in Sections 5.05(a) and (b) of the Existing Credit Agreement are deemed to refer to the most recent financial statements furnished pursuant to Sections 6.01(a) and (b), respectively, of the Existing Credit Agreement, prior to the Third Amendment Effective Date.

Section 4.06 No Default or Event of Default. No Default or Event of Default has occurred and is continuing.

ARTICLE V MISCELLANEOUS

Section 5.01 Execution of this Amendment. This Amendment is executed and shall be construed as an amendment to the Existing Credit Agreement, and, as provided in the Existing Credit Agreement, this Amendment forms a part thereof. The Loan Parties and the other parties hereto acknowledge that this Amendment shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

Section 5.02 No Waiver; Effect on Loan Documents. This Amendment is made in modification of, but not extinguishment of, the obligations set forth in the Existing Credit Agreement and, except as specifically modified pursuant to the terms of this Amendment, the terms and conditions of the Existing Credit Agreement remain in full force and effect. Nothing herein shall limit in any way the rights and remedies of the Administrative Agent and the Secured Parties under the Existing Credit Agreement and the Loan Documents. Except to the extent permitted or provided for herein, the execution, delivery and performance by the Administrative Agent and the Lenders party hereto of this Amendment shall not constitute a waiver, forbearance or other indulgence with respect to any Default or Event of Default now existing or hereafter arising or in any way limit, impair or otherwise affect the rights and remedies of the Administrative Agent or the Lenders under the Loan Documents.

Section 5.03 Counterparts. This Amendment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Amendment by facsimile transmission or electronic transmission (including “pdf”) shall be as effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” and words of like import in this Amendment 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.

Section 5.04 Entire Agreement. The Engagement Letter, this Amendment and the other Loan Documents embody the entire agreement of the parties and supersede all prior agreements and

understandings relating to the subject matter hereof involving any Loan Party and any of the Administrative Agent, any Lender or any of their respective Affiliates. Upon the effectiveness of this Amendment as set forth in Article III of this Amendment, this Amendment shall be binding upon and inure to the benefit of the parties hereto and, subject to and in accordance with Section 10.07 of the Existing Credit Agreement, their respective successors and assigns.

Section 5.05 Governing Law; Waiver of Jury Trial. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the law of the State of New York. Sections 10.15(b), 10.15(c) and 10.16 of the Existing Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

Section 5.06 Severability. Any provision of this Amendment being held illegal, invalid or unenforceable in any jurisdiction shall not affect any part of such provision not held illegal, invalid or unenforceable, any other provision of this Amendment or any part of such provision in any other jurisdiction.

Section 5.07 Headings. Section headings herein are included herein for convenience of reference only and shall not affect the interpretation of this Amendment.

Section 5.08 Reaffirmation of Obligations. Each Loan Party, subject to the terms and limits contained herein and in the Loan Documents, (a) has incurred or guaranteed the Secured Obligations, including, without limitation, all obligations with respect to the Initial Incremental Revolving Credit Commitments (the "Obligations") and all of its Obligations shall remain in full force and effect on a continuous basis after giving effect to this Amendment, (b) acknowledges and agrees that nothing in this Amendment shall constitute a novation or termination of such Obligations and (c) has created Liens and security interests in favor of the Administrative Agent and/or the Collateral Agent on certain of its Collateral to secure its obligations hereunder. Each Loan Party hereby acknowledges that it has reviewed the terms and provisions of this Amendment and consents to this Amendment. Each Loan Party hereby confirms that each Loan Document to which it is a party or is otherwise bound and all Collateral encumbered thereby will continue to guarantee or secure, as the case may be, to the fullest extent possible in accordance with the Loan Documents, the payment and performance of the Obligations, as the case may be, including without limitation the payment and performance of all such applicable Obligations that are joint and several obligations of each Loan Party now or hereafter existing.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MKS INSTRUMENTS, INC., as Parent Borrower

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

NEWPORT CORPORATION, as a Guarantor

By: /s/ Seth H. Bagshaw
Name: Seth H. Bagshaw
Title: President and Treasurer

ELECTRO SCIENTIFIC INDUSTRIES, INC., as a Guarantor

By: /s/ Seth H. Bagshaw
Name: Seth H. Bagshaw
Title: President and Treasurer

ATOTECH MANUFACTURING, INC., as a Guarantor

By: /s/ Seth H. Bagshaw
Name: Seth H. Bagshaw
Title: Chief Executive Officer & President

PHOTON CONTROL (USA) INC., as a Guarantor

By: /s/ Seth H. Bagshaw
Name: Seth H. Bagshaw
Title: President and Treasurer

ATOTECH USA, LLC, as a Guarantor

By: /s/ Mandeep Sabharwal
Name: Mandeep Sabharwal
Title: Assistant Treasurer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent and an L/C Issuer

By: /s/ Timothy Lee

Name: Timothy Lee

Title: Executive Director

BANK OF AMERICA, N.A., as an Initial
Incremental Revolving Credit Lender and an L/C
Issuer

By: /s/ Kurt Fuess

Name: Kurt Fuess

Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION,
as an Initial Incremental Revolving Credit Lender and
an L/C Issuer

By: /s/ Andrew Everett

Name: Andrew Everett

Title: Senior Vice President

MIZUHO BANK, LTD., as an Initial Incremental
Revolving Credit Lender

By: /s/ Tracy Rahn

Name: Tracy Rahn

Title: Executive Director

PNC BANK, NATIONAL ASSOCIATION, as an
Initial Incremental Revolving Credit Lender

By: /s/ Raj Nambiar

Name: Raj Nambiar

Title: Sr. Vice President

MORGAN STANLEY SENIOR FUNDING, INC.,
as an Initial Incremental Revolving Credit Lender

By: /s/ Michael King

Name: Michael King

Title: Vice President

BARCLAYS BANK PLC, as an L/C Issuer

By: /s/ Warren Veech III
Name: Warren Veech III
Title: Vice President

CITIBANK, N.A., as an L/C Issuer

By: /s/ Javier Escobar
Name: Javier Escobar
Title: Managing Director & Vice President