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

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**FORM 8-K**

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

**Date of Report (Date of Earliest Event Reported): May 9, 2018**

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**MKS Instruments, Inc.**

(Exact name of registrant as specified in its charter)

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**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

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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))

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.

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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(b) On May 9, 2018, MKS Instruments, Inc. (the “Company”) entered into a Transition and Retirement Agreement (the “Transition and Retirement Agreement”) with John R. Abrams, Senior Vice President of Global Sales of the Company, pursuant to which Mr. Abrams will retire on February 28, 2019 (the “Retirement Date”). Until his Retirement Date, Mr. Abrams will continue to serve as Senior Vice President of Global Sales until he is requested by the Company’s Chief Executive Officer to transition to an advisor role at the Company in order to facilitate the orderly transition of his duties.

See item (e) below for a description of the Transition and Retirement Agreement.

(b)(c) On May 9, 2018, the Board of Directors of the Company appointed John T.C. Lee as President of the Company. Dr. Lee will continue to serve as Chief Operating Officer of the Company. Gerald G. Colella, who served as President of the Company until Dr. Lee’s appointment, will remain Chief Executive Officer of the Company.

Dr. Lee, age 55, joined the Company in October 2007. Most recently, he served as the Company’s Senior Vice President and Chief Operating Officer from November 2016 until May 2018. Prior to that, he served as Senior Vice President of Business Units from January 2014 to October 2016. From November 2012 until December 2013, Dr. Lee served as our Senior Vice President, Controls, HPS (our integrated process solutions business), and Pressure, Flow, Measurement and Control, or PFMC. From January 2011 to November 2012, he served as Senior Vice President, Controls and PFMC, and from October 2007 to January 2011, he served as our Group Vice President, Controls and Information Technology products. Prior to joining MKS, Dr. Lee served as the Managing Director of Factory Technology and Projects within the Solar Business Group at Applied Materials, Inc., a global leader providing processing equipment to the semiconductor and display markets, from February 2007 until October 2007. From 2002 until 2007, he served as General Manager of the Cleans Product Group and the Maydan Technology Center at Applied Materials. Prior to Applied Materials, Dr. Lee served from 1997 until 2002 as Research Director of the Silicon Fabrication Research Department at Lucent Technologies, Inc., a voice, data and video communications provider, and from 1991 until 1997 as a Member of the Technical Staff in the Plasma Processing Research Group within Bell Labs. Dr. Lee holds a B.S. from Princeton University and both an M.S.C.E.P. and a Ph.D. from the Massachusetts Institute of Technology, all in Chemical Engineering.

There are no arrangements or understandings between Dr. Lee and any other persons pursuant to which Dr. Lee was named President of the Company. There are also no family relationships between Dr. Lee and any director or executive officer of the Company and Dr. Lee has no direct or indirect interest in any transaction or proposed transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

See item (e) below for information regarding the Employment Agreement entered into in connection with Dr. Lee’s promotion.

**(e) Mr. Abrams’ Retirement**

Mr. Abrams’ Transition and Retirement Agreement supersedes and replaces the Employment Agreement Mr. Abrams entered into with the Company effective August 1, 2016. The Transition and Retirement Agreement provides for the continuation of base salary and benefits through his Retirement Date; provided, however, his salary will be reduced on a pro rata basis (not below 50%) if his role as an advisor results in a significant reduction in his hours of service. Mr. Abrams will also be entitled to continue to participate in the Company’s annual Management and Key Employee Bonus Plan until he transitions to the role of advisor. In addition, Mr. Abrams is entitled to a retention payment of \$830,000 (the “Retention Payment”) to be paid within 60 days after his Retirement Date, provided he has complied with all of his obligations under the Transition and Retirement Agreement, including, but not limited to, the execution (and no subsequent revocation) of a customary general release of claims. The payments to Mr. Abrams are also subject to compliance with confidentiality and non-competition obligations and other covenants.

Mr. Abrams is also entitled to the Retention Payment should his employment be terminated by the Company without Cause (as defined below) prior to the Retirement Date, provided he has complied with all of his obligations under the Transition and Retirement Agreement. For purposes of the Transition and Retirement Agreement, Cause shall mean: (i) the commission of a felony or the engagement in fraud, misappropriation or embezzlement, (ii) knowingly failing or refusing to perform his duties in a material way and, to the extent that the Company determines such failure or refusal can reasonably be cured, fails or refuses to effect a cure within 10 days after the Company notifies Mr. Abrams in writing of the failure or refusal; (iii) knowingly causing, or knowingly creating a serious risk of causing, material harm to the Company’s business or reputation; or (iv) breaching, in a

material way, the Transition and Retirement Agreement, a confidential information agreement or any other agreement between Mr. Abrams and the Company, and, to the extent that the Company determines such breach can reasonably be cured, fails or refuses to effect a cure within 10 days after the Company notifies Mr. Abrams in writing of the breach.

The foregoing description of the Transition and Retirement Agreement is qualified in its entirety by reference to the complete copy of the Transition and Retirement Agreement attached hereto as Exhibit 10.1 and incorporated by reference herein.

**Dr. Lee's Appointment as President**

In connection with Dr. Lee's promotion to President of the Company effective May 9, 2018, the Company entered into a new employment agreement with Dr. Lee, effective May 9, 2018 (the "Employment Agreement"), pursuant to which Dr. Lee's salary was increased from \$541,000 to \$545,000. All other material terms of the Employment Agreement, including those relating to severance benefits, change of control and non-competition, are the same as those in the employment agreement Dr. Lee previously entered into with the Company effective August 1, 2016, which terms are disclosed in the Company's Proxy Statement filed with the SEC on March 28, 2018. In addition, the Compensation Committee of the Board of Directors of the Company increased Dr. Lee's annual cash bonus target from 90% to 95% and awarded Dr. Lee the following restricted stock unit awards:

Time-Based Restricted Stock Unit Award<sup>1</sup>: \$87,500

Performance-Based Restricted Stock Unit Award at target<sup>1</sup>: \$87,500

- (1) The restricted stock units are subject to the terms and conditions of the Company's 2014 Stock Incentive Plan. The restricted stock units are awarded effective May 9, 2018 based on the Nasdaq closing price of the Company's Common Stock on May 9, 2018, and shall vest in three equal annual installments beginning on February 15, 2019, subject to any performance criteria as set forth in the restricted stock unit agreement (provided in each case that if February 15 is not a business day, such granting or vesting shall occur on the next business day). The value of the performance-based restricted stock unit award is capped at 150% of the target award.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

The following sets forth the results of voting by shareholders at the 2018 Annual Meeting held on May 9, 2018:

- a) Election of two Class I Directors to serve for a three-year term and until their successors are elected:

<u>Director Nominee</u>	<u>Votes For</u>	<u>Votes Withheld</u>
Gerald G. Colella	47,206,959	780,212
Elizabeth A. Mora	47,552,724	434,447

There were broker non-votes of 2,600,135 shares on this proposal.

- b) Approval of compensation paid to the Company's Named Executive Officers, as disclosed pursuant to the compensation disclosure rules of the Securities and Exchange Commission, including the Compensation Discussion and Analysis, the compensation tables and any related material disclosed in the Proxy Statement for this meeting:

<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstained</u>
44,873,408	2,861,771	251,992

There were broker non-votes of 2,600,135 shares on this proposal.

- c) Ratification of the appointment of PricewaterhouseCoopers LLP as the Company's independent registered public accounting firm for the year ending December 31, 2018:

<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstained</u>
49,381,208	1,171,382	34,716

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There were no broker non-votes for this proposal.

**Item 7.01 Regulation FD Disclosure**

On May 9, 2018, the Company issued a press release announcing the appointment of John T.C. Lee as President of the Company effective May 9, 2018. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is hereby incorporated by reference into this Item 7.01.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Transition and Retirement Agreement, dated May 9, 2018, between the Company and John R. Abrams</u></a>
10.2	<a href="#"><u>Employment Agreement, effective May 9, 2018, between the Company and John Lee</u></a>
99.1	<a href="#"><u>Press Release dated May 9, 2018</u></a>

**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.

May 11, 2018

MKS Instruments, Inc.

By: /s/ Kathleen F. Burke

Name: Kathleen F. Burke

Title: Senior Vice President, General Counsel & Asst. Secretary

**TRANSITION AND RETIREMENT AGREEMENT**

MKS Instruments, Inc., a Massachusetts corporation (the “Company”), and John R. Abrams of Lowell, MA (“Employee”) (collectively, the “Parties”) agree, effective May 9, 2018, as follows:

WHEREAS, Employee is currently employed by the Company as the Senior Vice President of Global Sales and is a party to an employment agreement with the Company effective August 1, 2016 (the “2016 Employment Agreement”);

WHEREAS, Employee has informed the Company that he wishes to retire on February 28, 2019 (the “Retirement Date”);

WHEREAS, the Company desires to retain Employee in order to facilitate the orderly transition of his duties, and Employee has agreed to continue his employment and provide transition assistance to the Company for a period of time until his Retirement Date on the terms described below; and

WHEREAS, Employee and the Company desire to enter into this Transition and Retirement Agreement (the “Transition and Retirement Agreement” or “Agreement”), effective as of the date set forth above, which Transition and Retirement Agreement shall supersede and replace the 2016 Employment Agreement between the Parties, except as noted in Section 12 of this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. **Employment.** The Company will continue to employ Employee and Employee will serve on an at-will basis, subject to the terms and conditions set forth below. Employee will continue to perform his regular duties as Senior Vice President of Global Sales for such period as shall be requested by the Chief Executive Officer of the Company (“CEO”). At the request of the CEO, Employee shall transition to Advisor, in which capacity he shall provide transition assistance duties that include, but are not limited to, transitioning his responsibilities for key customers and his other duties to the Company’s designee. Employee’s employment with the Company will end on the Retirement Date. Employee agrees to continue to comply with the Company’s policies at all times while Employee remains an employee of the Company, as well as thereafter as set forth in this Agreement.

2. **Confidential Information Agreement.** The MKS Instruments, Inc. Confidential Information, Intellectual Property and Non-Solicitation Agreement (the “Confidential Information Agreement”) dated July 29, 2016 shall remain in effect for the remainder of Employee’s employment with the Company and after the Employee’s employment ends as set forth in the Confidential Information Agreement.

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**3. Duty to The Company.** While employed by the Company, Employee: (a) will devote his or her full working time (to the extent requested by the CEO), and will devote his best efforts, to performing his duties hereunder and in promoting the business of the Company; and (b) will not (without the prior, express, written consent of the CEO) engage in any other business activity (whether or not for gain). Notwithstanding the previous sentence, this Transition and Retirement Agreement does not prohibit Employee from managing his or her personal investments or engaging in charitable and unpaid professional activities (including serving on charitable and professional boards), so long as doing so does not materially interfere with Employee's work for the Company or violate Section 7 of this Agreement.

**4. Compensation.**

(a) **Base Salary.** The Company will pay Employee a base salary at the rate of \$394,000 per year (the "Base Salary"), in accordance with the Company's normal payroll practices. The Company may review and adjust the amount of the Base Salary from time to time in its sole discretion. The parties intend that, if Employee's role as Advisor results in a significant reduction in his hours of service to the Company, Executive's Base Salary will be adjusted on a pro rata basis (but not below 50%) to reflect such reduction in hours.

(b) **Incentive Compensation Plan.** Prior to becoming an Advisor, Employee will be entitled to participate in the Company's Annual Corporate Management/Key Employee Bonus Plan, to the extent applicable to Employee's position. Upon becoming an Advisor, Employee will no longer participate in the Company's Annual Corporate Management/Key Employee Bonus Plan.

(c) **Stock Incentive Plan.** Employee will not be eligible for new equity awards under the Company's 2014 Stock Incentive Plan.

(d) **Benefits.** While employed by the Company (including while serving as an Advisor), Employee will continue to be eligible to receive the employment benefits that he is currently receiving unless otherwise stated in this Transition and Retirement Agreement. Employee's participation in the Company's generally available employee benefit plans, which currently include medical, dental, vision, life, accidental death and dismemberment, short-term disability and long-term disability insurance, a 401(k) savings plan and an employee stock purchase plan, is subject to the terms and conditions of each plan.

(e) **Paid Time Off.** Employee will be eligible for 18 days of paid vacation per year, plus paid sick time and holidays, all subject to the terms and conditions of the Company's policies.

(f) **Expenses.** For the remainder of his employment, the Company will reimburse Employee for expenses Employee reasonably incurs in performing his or her duties, to the extent provided in the Company's expense reimbursement policies. Reimbursement of expenses in one tax year will not affect reimbursement of expenses in any other tax year.

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(g) **Retention Payment.** If (i) Employee retires on his Retirement Date and has complied with all of Employee's obligations under this Transition and Retirement Agreement and the Confidential Information Agreement throughout the term of this Agreement, and (ii) Employee executes, provides to the Company within 45 days after the Retirement Date and does not thereafter revoke or attempt to revoke, a general release of claims in a form satisfactory to the Company ("General Release"), the Company shall make a single lump sum retention award payment to Employee equal to \$830,000 (the "Retention Payment") within 60 days after the Retirement Date.

5. **End of Employment.** Either Employee or the Company may end the employment relationship at any time, for any reason, with or without notice or cause. The employment relationship will end automatically and immediately upon the earliest of the Retirement Date or Employee's death or entitlement to long-term disability benefits under the Company's long-term disability program. The date on which Employee's employment ends for any reason is referred to in this Agreement as the "Employment End Date." If Employee resigns prior to the Retirement Date or the Company terminates Employee's employment, the Company will (in either case) have the right at any time and for any reason in its sole discretion to decide the Employment End Date. In no event will the Company's deciding the Employment End Date following Employee's notice of resignation prior to the Retirement Date be considered a resignation and not a notice of termination by the Company of Employee's employment.

6. **Company Obligations Upon End of Employment.** When the employment relationship ends, the Company will have no obligation to pay or provide Employee at any time any compensation, payment or benefit of any kind, except as expressly provided in Sections 6(a) and (b) below.

(a) **Minimum Obligations.** When the employment relationship ends, no matter how it ends: (i) the Company will pay Employee any unpaid Base Salary through the Employment End Date; (ii) Employee will be entitled to accrued, vested benefits under the Company's benefit plans and programs to the extent provided in Section 4(d); (iii) the Company will pay Employee for any accrued but unused vacation; and (iv) the Company will reimburse Employee for any unreimbursed expenses incurred through the Employment End Date to the extent provided in Section 4 (f).

(b) **Certain Terminations by Company Prior to Retirement Date.** In addition to the minimum obligations set forth in paragraph (a) above, the Company shall make a single lump sum payment to Employee equal to the Retention Payment that would otherwise apply under Section 4(g) above within 60 days after the Employment End Date, if and only if all of the following conditions are satisfied: (i) The Company terminates Employee's employment without "Cause" (as defined below) prior to the Retirement Date and the Retention Payment in Section 4(g) does not apply; (ii) Employee has not resigned or provided notice of resignation prior to the Retirement Date, and has not died or become disabled as defined in Section 216(i)(1) of the U.S. Social Security Act; (iii) Employee has complied with and continues to comply with all of Employee's obligations under this Transition and Retirement Agreement and the Confidential Information Agreement; and (iv) Employee executes, provides to the Company within 45 days after the Employment End Date and does not thereafter revoke or attempt to revoke, a General Release. The Company's good-faith determination that one or more of the conditions listed above has not been satisfied will be binding and conclusive.



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(c) "Cause." "Cause" to terminate Employee's employment will exist if Employee:

(i) commits a felony or engages in fraud, misappropriation or embezzlement;

(ii) knowingly fails or refuses to perform Employee's duties in a material way and, to the extent that the Company determines such failure or refusal can reasonably be cured, fails or refuses to effect a cure within 10 days after the Company notifies Employee in writing of the failure or refusal;

(iii) knowingly causes, or knowingly creates a serious risk of causing, material harm to the Company's business or reputation; or

(iv) breaches, in a material way, this Transition and Retirement Agreement, the Confidential Information Agreement or any other agreement between Employee and the Company, and, to the extent that the Company determines such breach can reasonably be cured, fails or refuses to effect a cure within 10 days after the Company notifies Employee in writing of the breach.

**7. Non-Competition.**

(a) During Employee's MKS Employment (as defined below) and for 12 months immediately thereafter (together, the "Non-Compete Period"), Employee will not engage in or otherwise carry on, directly or indirectly anywhere in the world (as principal, agent, employee, employer, investor, shareholder (except for holdings of no greater than 1% of the total outstanding shares in a publicly-traded company), consultant, partner, member, manager, financier or in any other individual or representative capacity of any kind whatsoever), any Competitive Activity (as defined below).

(b) "MKS Employment" means the period beginning on the first day that Employee is employed by the Company and ending on the first day on which Employee is no longer employed by any MKS Entity (as defined below).

(c) "MKS Entity" means (i) the Company; (ii) any current or future parent, subsidiary or affiliate of the Company; or (iii) any successor or assign of (i) or (ii).

(d) "Competitive Activity" means business or activity competitive with an MKS Entity but only to the extent that business or activity is related to, similar to or competitive with the activities of the business unit(s), division(s), laborator(y)(ies), facilit(y)(ies) and other operational unit(s) in or for which Employee performed work for an MKS Entity or about which Employee acquired Proprietary Information (as defined in the Confidential Information Agreement).

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(e) The Non-Compete Period will be extended for any period during which Employee is in breach of this Transition and Retirement Agreement or the Confidential Information Agreement.

(f) If any court of competent jurisdiction determines that this Section 7 is unenforceable because the Non-Compete Period is too long or because Competitive Activity includes too great a range of activities or too wide a geographic scope, the parties agree that this Section 7 should be interpreted to extend only over the maximum period of time or range of activities or geographic scope as to which it may be enforceable.

(g) The post-employment restrictions on Employee's conduct contained in this Transition and Retirement Agreement and in the Confidential Information Agreement: (i) will continue to apply even if Employee's duties, title, compensation, location or other terms or conditions of employment change, and even if such change or changes are material; and (ii) will apply regardless of how or why Employee's employment ends.

(h) The Company and Employee agree that violation by Employee of any of the provisions of this Section 7 of this Transition and Retirement Agreement would cause the Company irreparable harm beyond what could reasonably or adequately be compensated in damages, and that the Company would therefore be entitled (in addition to the Company's other remedies) to an injunction, declaratory judgment or restraining order against any such violation or threatened violation.

#### **8. Code Section 409A Compliance.**

(a) Where this Transition and Retirement Agreement refers to Employee's termination of employment for purposes of receiving any payment, whether such a termination has occurred will be determined in accordance with Section 409A of the Internal Revenue Code (the "Code") and Treasury Regulation Section 1.409A-1(h) (or any successor provisions) to the extent required by law.

(b) To the extent that benefits under this Agreement are contingent upon Employee providing a General Release, Employee will sign and return the General Release within the reasonable time period designated by the Company, which will not be more than 45 days. If the period for Employee to review a General Release plus any revocation period crosses calendar years, payments contingent upon the Release will be made in the later calendar year. Any payments contingent upon the General Release that would otherwise be made during the period for review and revocation of the General Release will be made, provided that the General Release is timely executed and returned to the Company and not revoked, on the first scheduled payment date after such period ends. Each payment in respect of Employee's termination of employment under Section 6 of the Transition and Retirement Agreement is designated as a separate payment for Section 409A purposes.

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(c) If Employee is designated as a “Specified Employee” within the meaning of Code Section 409A (while the Company is publicly traded), any deferred compensation payment subject to Section 409A to be made during the six-month period following Employee’s termination of employment will be withheld and the amount of the payments withheld will be paid in a lump sum, without interest, during the seventh month after Employee’s termination; provided, however, that if Employee dies prior to the expiration of such six month period, payment to Employee’s beneficiary will be made as soon as reasonably practicable following Employee’s death. The Company will identify in writing delivered to Employee any payments it reasonably determines are subject to delay under this Section 8(c). In no event will the Company have any liability or obligation with respect to taxes for which Employee may become liable as a result of the application of Code Section 409A.

**9. Withholding.** The Company will deduct from the amounts payable to Employee pursuant to this Transition and Retirement Agreement all withholding amounts and deductions required by law or authorized by Employee.

**10. Changes to Plans and Policies.** Nothing in this Transition and Retirement Agreement will: (a) require the Company or its affiliates to establish, maintain or continue any incentive compensation plan, stock incentive plan or other benefit plan, policy or arrangement; (b) restrict the right of the Company or any of its affiliates to amend, modify or terminate any such plan, policy or arrangement; (c) entitle Employee to participate in any such plan policy or arrangement at any specified level (or at all) in any year; or (d) prevent any future change to any such plan, policy or arrangement from applying to Employee in accordance with the terms of the change.

**11. Assignment.** The rights and obligations of the Company under this Transition and Retirement Agreement will inure to the benefit of, and be binding upon, the Company’s successors and assigns. The rights and obligations of Employee under this Transition and Retirement Agreement will inure to the benefit of, and will be binding upon, Employee’s heirs, executors and legal representatives. Employee may not delegate or assign any obligations under this Transition and Retirement Agreement.

**12. Entire Agreement and Severability.** This Transition and Retirement Agreement supersedes and replaces any and all other agreements, either oral or in writing, between Employee and the Company with respect to the Company’s employment of Employee (including the Employment Agreement between the Company and the Employee that became effective on August 1, 2016), with the exception of (i) the Confidential Information Agreement, which remains in effect as set forth in Section 3 above; and (ii) the Restricted Stock Unit Agreements under the Company’s 2014 Stock Incentive Plan, entered into by Employee on each of February 15, 2016, February 15, 2017, and February 15, 2018 (collectively, the “RSU Agreements”), awards under which shall vest or be forfeited in accordance with the terms of such respective agreements. This Transition and Retirement Agreement, the Confidential Information Agreement and

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the RSU Agreements contain all of the covenants and agreements between the parties with respect to such employment. Neither party is entering into this Transition and Retirement Agreement on the basis of any representation, inducement, promise or agreement, oral or otherwise, by any party, or by any one acting on behalf of any party, which is not stated herein. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

13. **Miscellaneous.** This Transition and Retirement Agreement and the rights and obligations of the parties hereunder will be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, excluding (but only to the extent permitted by law) its conflict of laws and choice of law rules. The Parties agree that service of any process, summons, notice or document by U.S. certified mail or overnight delivery by a generally recognized commercial courier service to Employee's last known address (or any mode of service recognized to be effective by applicable law) will be effective service of process for any action, suit or proceeding brought against Employee. The failure of either party hereto to enforce any right under this Agreement will not be considered a waiver of that right, or of damages caused thereby, or of any other rights under this Agreement.

14. **Assistance.** Employee promises to assist the Company with any investigation or legal claim relating to his employment by making himself available upon reasonable notice for interviews or testimony. If Employee's cooperation requires him to incur expenses, the Company will provide reimbursement if Employee provides appropriate documentation of the expenses.

**15. Arbitration and Waiver of Jury Trial.**

(a) Any "Legal Dispute" (as defined below) between Employee and any MKS Entity (or between Employee and any employee or agent of any MKS Entity, to the extent directly or indirectly arising from or relating in any way to Employee's employment with or separation from the Company) will be resolved by final and binding arbitration. Notwithstanding the foregoing sentence, the Company may, in its sole discretion, obtain preliminary injunctive relief enforcing the provisions of the Confidential Information Agreement or Section 7 of this Transition and Retirement Agreement from any court of competent jurisdiction.

(b) "Legal Dispute" means a dispute about legal rights or legal obligations, including but not limited to any rights or obligations arising under this Transition and Retirement Agreement; the Confidential Information Agreement; any other agreement; any applicable legal or equitable doctrine; any applicable common law theory; or any applicable federal, state or local, statute, regulation or other legal requirement.

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(c) The arbitration will be held in the Commonwealth of Massachusetts. It will be conducted in accordance with the then-prevailing Employment Arbitration Rules of the American Arbitration Association.

(d) Notwithstanding any other provision of this Transition and Retirement Agreement or any other agreement or of any arbitration rules, no Legal Dispute involving any MKS Entity may be included in any class or collective arbitration or any other class or collective proceeding. The exclusive method for resolving any such Legal Dispute will be arbitration on an individual basis.

(e) Any issues about whether a dispute is subject to arbitration will be determined by a court of competent jurisdiction and not by an arbitrator. Any issues about the meaning or enforceability of Section 15(d) will be decided by a court of competent jurisdiction and not by an arbitrator.

(f) The Company, Employee and the arbitrator will treat all aspects of the arbitration proceedings, including without limitation, discovery, testimony and other evidence, briefs and the award, as strictly confidential, except that the arbitration award may be disclosed to the extent necessary to enforce the award, the provisions of the Confidential Information Agreement or the provisions of this Transition and Retirement Agreement.

(g) Employee and the Company understand and acknowledge that by agreeing to arbitrate the disputes covered by this Section 15, they are waiving the right to resolve those disputes in court and waiving any right to a jury trial with respect to those disputes.

16. **Knowing and Voluntary Agreement.** Employee acknowledges that this Transition and Retirement Agreement was provided to Employee at least 7 days before its effective date. Employee understands that Employee has the right to consult counsel before signing this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, in the Commonwealth of Massachusetts, this Transition and Retirement Agreement as a sealed instrument, all as of the day, month and year first written above.

MKS INSTRUMENTS, INC.

By: /s/ Catherine Langtry  
Name: Catherine Langtry  
Title: Senior Vice President, Global Human Resources

Dated: May 9, 2018

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/s/ John R. Abrams  
JOHN R. ABRAMS, EMPLOYEE

Dated: May 9, 2018

**EMPLOYMENT AGREEMENT**

MKS Instruments, Inc., a Massachusetts corporation (the “Company”), and John Lee of Lexington, MA (“Employee”) agree, effective May 9, 2018, as follows.

1. **Employment.** The Company is employing Employee on an at-will basis in the position of President and Chief Operating Officer. Employee agrees to comply with the Company’s policies.

2. **Confidential Information Agreement.** Employee will sign and deliver to the Company, at the same time that Employee executes this Employment Agreement, the Confidential Information, Intellectual Property and Non-Solicitation Agreement of MKS Instruments, Inc. (“Confidential Information Agreement”) that is Attachment 1 to this Employment Agreement.

3. **Duty to The Company.** While employed by the Company, Employee: (a) will devote his or her full working time and best efforts to the business of the Company; and (b) will not (without the prior, express, written consent of the Chief Executive Officer of the Company) engage in any business activity (whether or not for gain) that interferes with Employee’s work for the Company. Notwithstanding the previous sentence, this Employment Agreement does not prohibit Employee from managing his or her personal investments or engaging in charitable and unpaid professional activities (including serving on charitable and professional boards), so long as doing so does not materially interfere with Employee’s work for the Company or violate Section 7 of this Employment Agreement.

4. **Compensation.**

(a) **Base Salary.** The Company will pay Employee base salary at the rate of \$545,000 per year (the “Base Salary”), in accordance with the Company’s normal payroll practices. The Company may review and adjust the amount of the Base Salary from time to time in its sole discretion.

(b) **Incentive Compensation Plan.** Employee will be entitled to participate in the Company’s Annual Corporate Management/Key Employee Bonus Plan, to the extent applicable to Employee’s position.

(c) **Stock Incentive Plan.** Employee will be entitled to participate in the Company’s stock incentive plan to the extent applicable to Employee’s position.

(d) **Benefits.** Employee will be eligible to participate in the Company’s generally available employee benefit plans, which currently include medical, dental, vision, life, accidental death and dismemberment, short-term disability and long-term disability insurance, a 401(k) savings plan and an employee stock purchase plan, subject to the terms and conditions of each plan.

(e) **Paid Time Off.** Employee will be eligible for 20 days of paid vacation per year, plus paid sick time and holidays, all subject to the terms and conditions of the Company’s policies.

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(f) **Expenses.** The Company will reimburse Employee for expenses Employee reasonably incurs in performing his or her duties, to the extent provided in the Company's expense reimbursement policies. Reimbursement of expenses in one tax year will not affect reimbursement of expenses in any other tax year.

5. **End of Employment.** Either Employee or the Company may end the employment relationship at any time, for any reason, with or without notice or cause. The employment relationship will end automatically and immediately upon Employee's death or entitlement to long-term disability benefits under the Company's long-term disability program. The date on which Employee's employment ends, whether as the result of a resignation by Employee, a termination of employment by the Company or an automatic termination of employment upon death or disability, is referred to in this Employment Agreement as the "Employment End Date." If Employee resigns or the Company terminates Employee's employment, the Company will (in either case) have the right at any time, for any reason in its sole discretion to decide the Employment End Date. In no event will the Company's deciding the Employment End Date following Employee's resignation be considered termination by the Company of Employee's employment.

6. **Company Obligations Upon End of Employment.** When the employment relationship ends, the Company will have no obligation to pay or provide Employee at any time any compensation, payment or benefit of any kind, except as expressly provided in Sections 6(a) through 6(e) below.

(a) **Minimum Obligations.** When the employment relationship ends, no matter how it ends: (i) the Company will pay Employee any unpaid Base Salary through the Employment End Date; (ii) Employee will be entitled to accrued, vested benefits under the Company's benefit plans and programs to the extent provided in Section 4(d); (iii) the Company will pay Employee for any accrued but unused vacation; and (iv) the Company will reimburse Employee for any unreimbursed expenses incurred through the Employment End Date to the extent provided in Section 4(f).

(b) **30 Days' Base Salary After Certain Resignations.** If Employee provides the Company at least 30 days' advance written notice of resignation of employment, is an active employee in good standing at the time of such notice and continues to perform his or her duties diligently and professionally to the extent requested thereafter, the Company will pay Employee his or her Base Salary for at least 30 days after such notice, even if the Employment End Date is earlier.

(c) **30 Days' Base Salary After Certain Terminations.** If the Company terminates Employee's employment other than for Cause, as defined below, the Company will provide Employee with written notice of termination and pay Employee his or her Base Salary for at least 30 days after such notice of termination, even if the Employment End Date is earlier.

(d) **Eligibility for Ordinary Severance Pay.** If the Company terminates Employee's employment, Employee will be eligible for severance pay in a lump sum in an amount equal to a minimum of 6 months of Base Salary or two weeks of Base Salary per year of service, whichever is greater, in either case provided that all of



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the following conditions are satisfied: (i) the Company's primary reason for terminating Employee's employment was a change to the Company's business needs (such as reduction in force or elimination of position) and not Cause as defined below; (ii) Employee has complied with and continues to comply with all of Employee's obligations under this Employment Agreement and the Confidential Information Agreement; and (iii) Employee executes, provides to the Company within 45 days after the Employment End Date and does not thereafter revoke or attempt to revoke, a general release of claims in a form satisfactory to the Company ("General Release"). The Company's good-faith determination that one or more of the conditions listed above has not been satisfied will be binding and conclusive.

(e) **Eligibility for Enhanced Severance Compensation.** Employee will become eligible for the "Enhanced Severance Compensation," as described below, instead of severance pay under Section 6(d) above or under any other program or policy of the Company, if and only if all of the following conditions are satisfied: (i) the Company terminates Employee's employment without "Cause" (as defined below) or Employee resigns for "Good Reason" (as defined below); (ii) the Employment End Date is within 24 months after the effective date of a Change in Control (as defined below); (iii) Employee has complied with and continues to comply with all of Employee's obligations under this Employment Agreement and the Confidential Information Agreement; and (iv) Employee executes, provides to the Company within 45 days after the Employment End Date and does not thereafter revoke or attempt to revoke, a General Release. The Company's good-faith determination that one or more of the conditions listed above has not been satisfied will be binding and conclusive.

(f) **"Enhanced Severance Compensation."** If Employee becomes eligible for the Enhanced Severance Compensation:

(i) **Base Salary.** The Company will pay Employee, within 14 days after the General Release becomes irrevocable, a lump sum in an amount equal to one and one half times annual Base Salary (determined without regard to any reduction in Base Salary giving rise to "Good Reason," as defined below).

(ii) **Incentive Compensation.** The Company will pay Employee, within 14 days after the General Release becomes irrevocable, a lump sum equal to one and one half times the annual amount of incentive compensation for which Employee was eligible under any Incentive Compensation Plan of the Company then in effect for the year containing the Employment End Date. Additionally, the Employee will receive a payment for target bonus, prorated for the current year.

(iii) **Continuation of Benefits.** For a period of 18 months after the Employment End Date, to the extent Employee elects to continue group medical, vision, or dental insurance coverage under COBRA and timely remits the amount of premium assessed to similarly situated active employees for comparable coverage, the Company will pay the Company's usual share of such premiums. Benefits payable under this Section 6(f)(iii) will terminate to the extent Employee ceases to be eligible for COBRA coverage under the Company's medical benefits plan. Notwithstanding the foregoing, the Company will not pay the contribution toward COBRA coverage described above to the extent that the Company reasonably determines that doing so would subject the Company to the excise tax under Section 4980D of the Internal Revenue Code (the "Code") (as a result of discriminatory coverage under a group health plan).

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(iv) **Restricted Stock Units or Stock Appreciation Rights.** Employee's unvested equity awards as of the Employment End Date will be subject to accelerated vesting to the extent provided in the respective equity award agreement issued to Employee under the then effective MKS Instruments, Inc. equity incentive plan (including the MKS Instruments, Inc. 2014 Stock Incentive Plan).

(vi) **No Obligation to Mitigate Damages; Effect on Other Contractual Rights.** Employee will not be required to mitigate damages or the amount of any payment provided for under this Employment Agreement by seeking other employment or otherwise, nor will any payment provided for under this Employment Agreement be reduced by any compensation earned by Employee as the result of employment by an employer other than the Company or a direct or indirect parent, subsidiary or affiliate of the Company after the Employment End Date, or otherwise.

(g) **"Cause."** "Cause" to terminate Employee's employment will exist if Employee:

(i) commits a felony or engages in fraud, misappropriation or embezzlement;

(ii) knowingly fails or refuses to perform Employee's duties in a material way and, to the extent that the Company determines such failure or refusal can reasonably be cured, fails or refuses to effect a cure within 10 days after the Company notifies Employee in writing of the failure or refusal;

(iii) knowingly causes, or knowingly creates a serious risk of causing, material harm to the Company's business or reputation; or

(iv) breaches, in a material way, this Employment Agreement, the Confidential Information Agreement or any other agreement between Employee and the Company, and, to the extent that the Company determines such breach can reasonably be cured, fails or refuses to effect a cure within 10 days after the Company notifies Employee in writing of the breach.

(h) **"Good Reason."** "Good Reason" for Employee to resign will exist if, without Employee's express written consent:

(i) the Company materially reduces Employee's position, duties or responsibilities;

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(ii) the Company reduces Employee's Base Salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Employment Agreement;

(iii) the Company changes Employee's principal place of work to a location more than 50 miles from Employee's current principal place of work.

Notwithstanding the foregoing, an action described above will not constitute Good Reason unless: (A) Employee, within 30 days after the he or she learns, or with reasonable diligence should have learned, of such action, delivers to the Company written notice identifying the action as Good Reason and demanding its correction; (B) the Company fails to correct such event within 30 days after receipt of such notice; and (C) Employee resigns for Good Reason within 90 days after the date Employee learned, or with reasonable diligence should have learned, of such action.

(i) **"Change in Control."** For purposes of this Employment Agreement, the term "Change in Control" will mean the first to occur of any of the following events: (i) any "person" (as that term is used in Section 13 and 14(d)(2) of the Securities Exchange Act of 1934 ("Exchange Act")) becomes the beneficial owner (as that term is used in Section 13(d) of the Exchange Act), directly or indirectly, of fifty percent (50%) or more of MKS' capital stock entitled to vote in the election of directors; (ii) the shareholders of MKS approve any consolidation or merger of MKS other than a consolidation or merger of MKS in which the holders of the common stock of MKS immediately prior to the consolidation or merger hold more than fifty percent (50%) of the common stock of the surviving corporation immediately after the consolidation or merger; or (iii) the shareholders of MKS approve the sale or transfer of all or substantially all of the assets of MKS to parties that are not within a "controlled group of corporations" (as defined in Code Section 1563) in which MKS is a member.

#### **7. Non-Competition.**

(a) During Employee's MKS Employment (as defined below) and for 12 months immediately thereafter (together, the "Non-Compete Period"), Employee will not engage in or otherwise carry on, directly or indirectly anywhere in the world (as principal, agent, employee, employer, investor, shareholder (except for holdings of no greater than 1% of the total outstanding shares in a publicly-traded company), consultant, partner, member, manager, financier or in any other individual or representative capacity of any kind whatsoever), any Competitive Activity (as defined below).

(b) "MKS Employment" means the period beginning on the first day that Employee is employed by the Company and ending on the first day on which Employee is no longer employed by any MKS Entity (as defined below).

(c) "MKS Entity" means (i) the Company; (ii) any current or future parent, subsidiary or affiliate of the Company; or (iii) any successor or assign of (i) or (ii).

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(d) “Competitive Activity” means business or activity competitive with an MKS Entity but only to the extent that business or activity is related to, similar to or competitive with the activities of the business unit(s), division(s), laborator(y)(ies), facilit(y)(ies) and other operational unit(s) in or for which Employee performed work for an MKS Entity or about which Employee acquired Proprietary Information (as defined in the Confidential Information Agreement).

(e) The Non-Compete Period will be extended for any period during which Employee is in breach of this Employment Agreement or the Confidential Information Agreement.

(f) If any court of competent jurisdiction determines that this Section 7 is unenforceable because the Non-Compete Period is too long or because Competitive Activity includes too great a range of activities or too wide a geographic scope, the parties agree that this Section 7 should be interpreted to extend only over the maximum period of time or range of activities or geographic scope as to which it may be enforceable.

(g) The post-employment restrictions on Employee’s conduct contained in this Employment Agreement and in the Confidential Information Agreement: (i) will continue to apply even if Employee’s duties, title, compensation, location or other terms or conditions of employment change, and even if such change or changes are material; and (ii) will apply regardless of how or why Employee’s employment ends.

(h) The Company and Employee agree that violation by Employee of any of the provisions of this Section 7 of this Employment Agreement would cause the Company irreparable harm beyond what could reasonably or adequately be compensated in damages, and that the Company would therefore be entitled (in addition to the Company’s other remedies) to an injunction, declaratory judgment or restraining order against any such violation or threatened violation.

#### **8. Code Section 409A Compliance.**

(a) Where this Employment Agreement refers to Employee’s termination of employment for purposes of receiving any payment, whether such a termination has occurred will be determined in accordance with Section 409A of the Internal Revenue Code (the “Code”) and Treasury Regulation Section 1.409A-1(h) (or any successor provisions) to the extent required by law.

(b) To the extent that benefits under Section 6 are contingent upon Employee providing a General Release, Employee will sign and return the General Release within the reasonable time period designated by the Company, which will not be more than 45 days. If the period for Employee to review a General Release plus any revocation period crosses calendar years, payments contingent upon the Release will be made in the later calendar year. Any payments contingent upon the General Release that would otherwise be made during the period for review and revocation of the General Release will be made, provided that the General Release is timely executed and returned to the Company and not revoked, on the first scheduled payment date after such period ends. Each payment in respect of Employee’s termination of employment under Section 6 of the Employment Agreement is designated as a separate payment for Section 409A purposes.

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(c) If Employee is designated as a “specified Executive” within the meaning of Code Section 409A (while the Company is publicly traded), any deferred compensation payment subject to Section 409A to be made during the six-month period following Employee’s termination of employment will be withheld and the amount of the payments withheld will be paid in a lump sum, without interest, during the seventh month after Employee’s termination; provided, however, that if Employee dies prior to the expiration of such six month period, payment to Employee’s beneficiary will be made as soon as reasonably practicable following Employee’s death. The Company will identify in writing delivered to Employee any payments it reasonably determines are subject to delay under this Section 8(c). In no event will the Company have any liability or obligation with respect to taxes for which Employee may become liable as a result of the application of Code Section 409A.

9. **Code Sections 280G/4999.** If (a) any payments or benefits to Employee in connection with this Employment Agreement (“Payments”) would be subject to the excise tax imposed by Code Section 4999 (the “Parachute Tax”), (b) paying Employee a lesser amount would avoid the Parachute Tax entirely and (c) payment of such lesser amount would, after taking into account applicable federal, state and local income taxes and the Parachute Tax, result in Employee receiving a greater after-tax payment than if the Company made the Payments in full, then the Company will pay Employee such lesser amount instead of making the Payments in full. The reporting and payment of any Parachute Tax will in all events be Employee’s responsibility. The Company will not in any event provide a gross-up or any other payment to compensate Employee for the payment of the Parachute Tax or for any reduction in the Payments. The Company will withhold from the Payments any amounts it reasonably determines are required under Code Section 4999(c) and the Treasury Regulations thereunder.

10. **Withholding.** The Company will deduct from the amounts payable to Employee pursuant to this Employment Agreement all withholding amounts and deductions required by law or authorized by Employee.

11. **Changes to Plans and Policies.** Nothing in this Employment Agreement will: (a) require the Company or its affiliates to establish, maintain or continue any incentive compensation plan, stock incentive plan or other benefit plan, policy or arrangement; (b) restrict the right of the Company or any of its affiliates to amend, modify or terminate any such plan, policy or arrangement; (c) entitle Employee to participate in any such plan policy or arrangement at any specified level (or at all) in any year; or (d) prevent any future change to any such plan, policy or arrangement from applying to Employee in accordance with the terms of the change.

12. **Assignment.** The rights and obligations of the Company under this Employment Agreement will inure to the benefit of, and be binding upon, the Company’s successors and assigns. The rights and obligations of Employee under this Employment Agreement will inure to the benefit of, and will be binding upon, Employee’s heirs, executors and legal representatives. Employee may not delegate or assign any obligations under this Employment Agreement.

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**13. Entire Agreement and Severability.** This Employment Agreement and the Confidential Information Agreement supersede any and all other agreements, either oral or in writing, between Employee and the Company with respect to the Company's employment of Employee. They contain all of the covenants and agreements between the parties with respect to such employment. Neither party is entering into this Employment Agreement on the basis of any representation, inducement, promise or agreement, oral or otherwise, by any party, or by any one acting on behalf of any party, which is not stated herein. Any modification of this Employment Agreement will be effective only if it is in writing and signed by both parties to this Employment Agreement. If any provision in this Employment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

**14. Miscellaneous.** This Employment Agreement and the rights and obligations of the parties hereunder will be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, excluding (but only to the extent permitted by law) its conflict of laws and choice of law rules. The parties agree that service of any process, summons, notice or document by U.S. certified mail or overnight delivery by a generally recognized commercial courier service to Employee's last known address (or any mode of service recognized to be effective by applicable law) will be effective service of process for any action, suit or proceeding brought against Employee. The failure of either party hereto to enforce any right under this Employment Agreement will not be considered a waiver of that right, or of damages caused thereby, or of any other rights under this Employment Agreement.

**15. Arbitration and Waiver of Jury Trial.**

(a) Any "Legal Dispute" (as defined below) between Employee and any MKS Entity (or between Employee and any employee or agent of any MKS Entity, to the extent directly or indirectly arising from or relating in any way to Employee's employment with or separation from the Company) will be resolved by final and binding arbitration. Notwithstanding the foregoing sentence, the Company may, in its sole discretion, obtain preliminary injunctive relief enforcing the provisions of the Confidential Information Agreement or Section 7 of this Employment Agreement from any court of competent jurisdiction.

(b) "Legal Dispute" means a dispute about legal rights or legal obligations, including but not limited to any rights or obligations arising under this Employment Agreement; the Confidential Information Agreement; any other agreement; any applicable legal or equitable doctrine; any applicable common law theory; or any applicable federal, state or local, statute, regulation or other legal requirement.

(c) The arbitration will be held in the Commonwealth of Massachusetts. It will be conducted in accordance with the then-prevailing Employment Arbitration Rules of the American Arbitration Association.

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(d) Notwithstanding any other provision of this Employment Agreement or any other agreement or of any arbitration rules, no Legal Dispute involving any MKS Entity may be included in any class or collective arbitration or any other class or collective proceeding. The exclusive method for resolving any such Legal Dispute will be arbitration on an individual basis.

(e) Any issues about whether a dispute is subject to arbitration will be determined by a court of competent jurisdiction and not by an arbitrator. Any issues about the meaning or enforceability of Section 15(d) will be decided by a court of competent jurisdiction and not by an arbitrator.

(f) The Company, Employee and the arbitrator will treat all aspects of the arbitration proceedings, including without limitation, discovery, testimony and other evidence, briefs and the award, as strictly confidential, except that the arbitration award may be disclosed to the extent necessary to enforce the award, the provisions of the Confidential Information Agreement or the provisions of this Employment Agreement.

(g) Employee and the Company understand and acknowledge that by agreeing to arbitrate the disputes covered by this Section 15, they are waiving the right to resolve those disputes in court and waiving any right to a jury trial with respect to those disputes.

**16. Knowing and Voluntary Agreement.** Employee understands that Employee has the right to consult counsel before signing this Employment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, in the Commonwealth of Massachusetts, this Employment Agreement as a sealed instrument, all as of the day, month and year first written above.

MKS INSTRUMENTS, INC.

By: /s/ Catherine Langtry  
Name: Catherine Langtry  
Title: Senior Vice President, Global Human Resources

Dated: May 10, 2018

/s/ John Lee  
[EMPLOYEE]

Dated: May 10, 2018



## **MKS Instruments Promotes Dr. John T.C. Lee to President**

May 9, 2018

ANDOVER, Mass., May 09, 2018 (GLOBE NEWSWIRE) — MKS Instruments, Inc. (NASDAQ:MKSI), a global provider of technologies that enable advanced processes and improve productivity, today announced the promotion of Dr. John T.C. Lee to the position of President, effective May 9, 2018. Dr. Lee will continue in his current role as Chief Operating Officer.

Dr. Lee brings over 25 years of experience in technology industries, including semiconductor and solar as well as plasma processing research, at leading technology companies including Applied Materials, Lucent Technologies and AT&T Bell Labs. He joined MKS in 2007 and has progressed through the organization, into his most recent role of Senior Vice President and Chief Operating Officer.

Dr. Lee previously directed the Company's Vacuum and Analysis Division, and prior to that, managed various MKS business units, including those relating to automation and control, integrated process solutions, pressure measurement and control, flow measurement and control, and valve solutions. He holds a B.S. from Princeton University and both an M.S.C.E.P. and Ph.D. from the Massachusetts Institute of Technology, all in Chemical Engineering.

Dr. Lee will report to Gerald G. Colella, Chief Executive Officer. "John's hard work, dedication and commitment have led to this most deserved role. This change will help MKS further sharpen our focus on many new growth opportunities ahead and integration of our technology offerings," Colella said.

### **About MKS Instruments**

MKS Instruments, Inc. is a global provider of instruments, 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. Our products are derived from our core competencies in pressure measurement and control, flow measurement and control, gas and vapor delivery, gas composition analysis, residual gas analysis, leak detection, control technology, ozone generation and delivery, RF & DC power, reactive gas generation, vacuum technology, lasers, photonics, sub-micron positioning, vibration control, and optics. Our primary served markets include semiconductor capital equipment, general industrial, life sciences, and research. Additional information can be found at [www.mksinst.com](http://www.mksinst.com).

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Primary Logo

Source: MKS Instruments, Inc.