
**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): October 29, 2018

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
(IRS 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

(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))

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

(d) On July 31, 2018, MKS Instruments, Inc. (the Company) filed a Current Report on Form 8-K disclosing that the Board of Directors of the Company (the “Board”) had appointed Rajeev “Raj” Batra as a Class I Director, with a term beginning on October 1, 2018. On October 29, 2018, the Board appointed Mr. Batra to serve on the Compensation Committee of the Board.

(e) On October 29, 2018, the Company entered into Amendment No. 2 to the Employment Agreement dated October 22, 2013 and amended on March 27, 2018, with Gerald G. Colella, the Company’s Chief Executive Officer, pursuant to which the Company increased Mr. Colella’s severance benefits if the Company terminates Mr. Colella’s employment without cause outside of a change-in-control. Previously, Mr. Colella was entitled to 12 months base salary and continuation of health benefits for 12 months. This amendment provides for 18 months base salary plus 1.5 times his target bonus and continuation of health benefits for 18 months.

On October 29, 2018, the Company entered into an amendment to the employment agreement dated August 1, 2016, with Seth H. Bagshaw, the Company’s Senior Vice President, Chief Financial Officer and Treasurer, pursuant to which the Company increased Mr. Bagshaw’s severance benefits if the Company terminates Mr. Bagshaw’s employment without cause outside of a change-in-control. Previously, Mr. Bagshaw was entitled to the greater of (i) 6 months of base salary or (ii) two weeks of base salary for each year of service to the Company. This amendment provides for 12 months of base salary plus health benefits for 12 months.

On October 29, 2018, the Company entered into an amendment to the employment agreement dated May 9, 2018, with John T.C. Lee, the Company’s President and Chief Operating Officer, pursuant to which the Company increased Dr. Lee’s severance benefits if the Company terminates Dr. Lee’s employment without cause outside of a change-in-control. Previously, Dr. Lee was entitled to the greater of (i) 6 months base salary or (ii) two weeks of base salary for each year of service to the Company. This amendment provides for 12 months of base salary plus health benefits for 12 months.

The foregoing description of the amendment to each of the employment agreements with Messrs. Colella and Bagshaw and Dr. Lee is a summary only and is qualified in its entirety by reference to the amendment to each executive officer’s employment agreement, each of which is attached hereto as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3, respectively, and each is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit

- 10.1 [Amendment No. 2 to Employment Agreement dated October 22, 2013 by and between the Company and Gerald G. Colella](#)
- 10.2 [Amendment No. 1 to Employment Agreement dated August 1, 2016 by and between the Company and Seth H. Bagshaw](#)
- 10.3 [Amendment No. 1 to Employment Agreement dated May 9, 2018 by and between the Company and John T.C. Lee](#)

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.

October 31, 2018

MKS Instruments, Inc.

By: /s/ Kathleen F. Burke

Name: Kathleen F. Burke

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

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This SECOND AMENDMENT (the "Second Amendment") to the Employment Agreement is made this 29 day of October, 2018, by and between MKS Instruments, Inc., a Massachusetts corporation ("MKS") and Gerald G. Colella of Seabrook, New Hampshire (the "Executive").

WHEREAS, MKS and the Executive are parties to an employment agreement dated October 22, 2013 (the "Employment Agreement") and parties to an Amendment dated March 27, 2018 (the "First Amendment") to the Employment Agreement; and

WHEREAS, MKS and the Executive wish to modify certain provisions of the Employment Agreement relating to the Executive's eligibility for severance pay and benefits;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt whereof are hereby acknowledged, the parties agree as follows:

1. In Section 6(a)(i) of the Employment Agreement, the phrase "for one (1) year" is deleted and replaced with the phrase "for eighteen (18) months".
2. In Section 6(a)(ii) of the Employment Agreement, the word "employment;" is deleted and replaced with the following: "employment, and pay in addition, as soon as reasonably practicable after the Executive's termination, a lump sum in an amount equal to 1.5 times the amount of the Target Bonus as of the effective date of the Executive's termination;".
3. In Section 6(a)(iv) of the Employment Agreement, the phrase "for twelve (12) months" is deleted and replaced with the phrase "for eighteen (18) months".
4. Except as modified in paragraphs 1, 2 and 3 above, the Employment Agreement (as amended by the First Amendment) shall remain unchanged. To avoid any doubt and without limitation of any kind, the parties acknowledge and agree that this Second Amendment is not intended to, and shall not, have any effect on the Executive's obligations under Section 10 of the Employment Agreement, notwithstanding the enactment of Section 24L of Chapter 149 of the Massachusetts General Laws or any other change in the law after the parties entered into the Employment Agreement.

In witness whereof, the parties hereto have executed, in the Commonwealth of Massachusetts, this Amendment as a sealed instrument, as of the day, month, and year first written above.

MKS INSTRUMENTS, INC.

By: /s/ John R. Bertucci
Chairman of the Board of Directors

/s/ Gerald G. Colella
Gerald G. Colella

AMENDMENT TO EMPLOYMENT AGREEMENT

This AMENDMENT (the "Amendment") to the Employment Agreement is made this 29 day of October, 2018, by and between MKS Instruments, Inc., a Massachusetts corporation ("MKS") and Seth Bagshaw of Boxford, MA ("Employee").

WHEREAS, MKS and Employee are parties to an employment agreement effective August 1, 2016 (the "Employment Agreement"); and

WHEREAS, MKS and Employee wish to modify certain provisions of the Employment Agreement relating to Employee's eligibility for severance pay and benefits;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt whereof are hereby acknowledged, the parties agree as follows:

1. In Section 6(d) of the Employment Agreement, the words "a minimum of 6 months of Base Salary or two weeks of Base Salary per year of service, whichever is greater, in either case" are deleted and replaced with the words "12 months of Base Salary".

2. In Section 6(d) of the Employment Agreement, the following new sentence is added immediately after the first sentence: "If the Company terminates Employee's employment and provided that all of the immediately foregoing conditions, (i)-(iii), are satisfied, the Company shall also continue to pay for any medical, dental and/or vision insurance that Employee elects to continue receiving under COBRA for twelve (12) months after the last full day Employee works prior to the effective date of Employee's termination under this Employment Agreement, less the premium contribution paid by similarly-situated active employees who are enrolled in comparable coverage."

3. Except as modified in paragraphs 1 and 2 above, the Employment Agreement shall remain unchanged. To avoid any doubt and without limitation of any kind, the parties acknowledge and agree that this Amendment is not intended to, and shall not, have any effect on Employee's obligations under Section 7 of the Employment Agreement, notwithstanding the enactment of Section 24L of Chapter 149 of the Massachusetts General Laws or any other change in the law after the parties entered into the Employment Agreement. To ensure that MKS's ability to enforce the post-employment restrictions set forth in Section 7 of the Employment Agreement is in no way diminished by the parties entering into this Amendment, Employee agrees that MKS may (if it deems advisable in its sole discretion) add to the General Release referred to in Section 6(d) of the Employment Agreement post-employment restrictions identical to the post-employment restrictions set forth in Section 7 of the Employment Agreement.

In witness whereof, the parties hereto have executed, in the Commonwealth of Massachusetts, this Amendment as a sealed instrument, as of the date first written above.

MKS INSTRUMENTS, INC.

By: /s/ Gerald G. Colella
Chief Executive Officer

/s/ Seth H. Bagshaw
Seth Bagshaw

AMENDMENT TO EMPLOYMENT AGREEMENT

This AMENDMENT (the "Amendment") to the Employment Agreement is made this 29 day of October, 2018, by and between MKS Instruments, Inc., a Massachusetts corporation ("MKS") and John Lee of Lexington, MA ("Employee").

WHEREAS, MKS and Employee are parties to an employment agreement effective May 9, 2018 (the "Employment Agreement"); and

WHEREAS, MKS and Employee wish to modify certain provisions of the Employment Agreement relating to Employee's eligibility for severance pay and benefits;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt whereof are hereby acknowledged, the parties agree as follows:

1. In Section 6(d) of the Employment Agreement, the words "a minimum of 6 months of Base Salary or two weeks of Base Salary per year of service, whichever is greater, in either case" are deleted and replaced with the words "12 months of Base Salary".
2. In Section 6(d) of the Employment Agreement, the following new sentence is added immediately after the first sentence: "If the Company terminates Employee's employment and provided that all of the immediately foregoing conditions, (i)-(iii), are satisfied, the Company shall also continue to pay for any medical, dental and/or vision insurance that Employee elects to continue receiving under COBRA for twelve (12) months after the last full day Employee works prior to the effective date of Employee's termination under this Employment Agreement, less the premium contribution paid by similarly-situated active employees who are enrolled in comparable coverage."

3. Except as modified in paragraphs 1 and 2 above, the Employment Agreement shall remain unchanged. To avoid any doubt and without limitation of any kind, the parties acknowledge and agree that this Amendment is not intended to, and shall not, have any effect on Employee's obligations under Section 7 of the Employment Agreement, notwithstanding the enactment of Section 24L of Chapter 149 of the Massachusetts General Laws or any other change in the law after the parties entered into the Employment Agreement. To ensure that MKS's ability to enforce the post-employment restrictions set forth in Section 7 of the Employment Agreement is in no way diminished by the parties entering into this Amendment, Employee agrees that MKS may (if it deems advisable in its sole discretion) add to the General Release referred to in Section 6(d) of the Employment Agreement post-employment restrictions identical to the post-employment restrictions set forth in Section 7 of the Employment Agreement.

In witness whereof, the parties hereto have executed, in the Commonwealth of Massachusetts, this Amendment as a sealed instrument, as of the date first written above.

MKS INSTRUMENTS, INC.

By: /s/ Gerald G. Colella
Chief Executive Officer

/s/ T. C. Lee
John Lee