
**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): November 10, 2016

Amtech Systems, Inc.
(Exact Name of Registrant as Specified in Charter)

Arizona
(State or Other Jurisdiction
of Incorporation)

000-11412
(Commission
File Number)

86-0411215
(IRS Employer
Identification No.)

131 S. Clark Drive, Tempe, Arizona
(Address of Principal Executive Offices)

85281
(Zip Code)

Registrant's telephone number, including area code: (480) 967-5146

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 obligations of the registrant under any of the following provisions (see General Instruction A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Section 5 - Corporate Governance and Management

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

On November 10, 2016, Amtech Systems, Inc. (the “Company”), following the recommendation by the Compensation and Stock Options Committee (the “Committee”) of the Company’s Board of Directors (the “Board”) and approval by the Board, entered into a Fifth Amendment to Employment Agreement (the “Fifth Amendment”) with Fokko Pentinga, the Company’s President and Chief Executive Officer, to be effective as of October 1, 2016. Pursuant to the Fifth Amendment, Mr. Pentinga agreed to a voluntary reduction in his annual base salary from US\$407,000 to US\$325,600. In addition, the Fifth Amendment clarifies that the level of base salary to be used for purposes of calculating severance or termination payments would, in any event, be not less than US\$407,000 per annum. The Fifth Amendment provides that Mr. Pentinga’s base salary may be restored by him in his sole discretion at any time upon giving written notice to the Committee.

The foregoing description of the Fifth Amendment is only a summary and does not purport to be a complete description of the terms and conditions under the Fifth Amendment, and such description is qualified in its entirety by reference to the full text of the Fifth Amendment, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

On November 10, 2016, Robert T. Hass, the Company’s Vice President and Interim Chief Financial Officer, was appointed by the Board to serve as the Vice President – Chief Financial Officer, Treasurer and Secretary of the Company. In connection with Mr. Hass’ appointment, following the recommendation by the Committee and approval by the Board, on November 15, 2016, the Company and Mr. Hass entered into an Employment Letter (the “Employment Letter”) amending his terms of employment, pursuant to which Mr. Hass will (i) be paid an annual base salary of \$225,000, retroactive to August 3, 2016; (ii) receive an annual automobile allowance of \$7,000; (iii) receive an option to purchase 10,000 shares of common stock of the Company, to vest in equal, annual amounts over four years; and (iv) be permitted to participate in the Company’s executive bonus program and all of the Company’s other employee benefits programs, including, without limitation, the Company’s healthcare, 401(k), sick leave, vacation, and holiday programs. In addition, the Employment Letter clarifies that, in the event Mr. Hass is involuntarily terminated without a change of control of the Company, the level of base salary to be used for purposes of calculating severance will be equal to the greater of one year of his base salary or \$225,000.

Also in connection with Mr. Hass’ appointment, following the recommendation by the Committee and approval by the Board, on November 10, 2016, the Company and Mr. Hass entered into a Change of Control and Severance Agreement (the “Severance Agreement”) on substantially the same terms and conditions as the previously disclosed Change of Control and Severance Agreement between Mr. Hass and the Company that terminated on June 30, 2013. Pursuant to the Severance Agreement, in the event Mr. Hass is terminated either (i) by the Company without Cause (as defined in the Severance Agreement) during a Pending Change of Control (as defined in the Severance Agreement) or within one year following a Change of Control (as defined in the Severance Agreement), or (ii) by Mr. Hass for Good Reason (as defined in the Severance Agreement) following the occurrence of a Change of Control, then Mr. Hass shall be entitled to receive from the Company (i) a cash lump sum equal to Mr. Hass’ base salary in effect on the termination date; (ii) a cash lump sum equal to the amount of accrued but unpaid Incentive Compensation (as defined in the Severance Agreement) earned by Mr. Hass, which amount shall be prorated based upon the portion of the fiscal year worked; and (iii) full vesting of Mr. Hass’ outstanding stock options and restricted stock grants. If Mr. Hass is terminated under any other circumstances and without Cause, the Severance Agreement provides that Mr. Hass will be entitled to severance pay equal to the greater of one year of his base salary or \$225,000. If Mr. Hass is terminated for Cause, however, he will not be entitled to receive any severance payment.

The foregoing descriptions of the Employment Letter and Severance Agreement are only summaries and do not purport to be complete descriptions of the terms and conditions under the Employment Letter or Severance Agreement, and such descriptions are qualified in their entirety by reference to the full text of the Employment Letter and Severance Agreement, copies of which are attached hereto as Exhibits 10.2 and 10.3, respectively, and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following exhibits are furnished herewith:

Exhibit Number	Description
10.1	Fifth Amendment to Employment Agreement, dated November 10, 2016, between Amtech Systems, Inc. and Fokko Pentinga
10.2	Terms of Employment for Robert T. Hass, dated November 10, 2016, between Amtech Systems, Inc. and Robert T. Hass
10.3	Change of Control and Severance Agreement, dated November 10, 2016, between Amtech Systems, Inc. and Robert T. Hass

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.

AMTECH SYSTEMS, INC.

Date: November 16, 2016

By: /s/ Robert T. Hass

Name: Robert T. Hass

Title: Vice President – CFO, Treasurer

Exhibit Index

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FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

WHEREAS, Amtech Systems, Inc. (the "Company") and Fokko Pentinga (the "Executive") entered into an Employment Agreement dated June 29, 2012 (with all subsequent amendments thereto, the "Agreement"); and

WHEREAS, the Company and the Executive now desire to further modify the Agreement by entering into this Fifth Amendment to Employment Agreement (this "Fifth Amendment").

NOW, THEREFORE, the parties agree to the following amendment to the Agreement, to be effective retroactively to October 1, 2016 (the "Effective Date"), with all unmodified portions of the Agreement to remain in full force and effect:

1. Section 2 of the Agreement is hereby amended to reduce the Executive's annual base salary to US\$325,600, or €290,162, per annum, based on a six month average exchange rate fixed one day before the Effective Date of this Agreement.

2. Section 2 of the Agreement is hereby further amended to add the following sentence to the end of the paragraph:

"Notwithstanding the foregoing, in the event the Executive is entitled to severance or other termination payments pursuant to Section 9 or Section 19, such severance or termination payment shall be calculated as if the Executive's annual base salary was US\$407,000 per annum or €343,055, per annum, based on a six month average exchange rate fixed one day before the effective date of the Fourth Amendment of this Agreement."

3. The parties agree that the above-referenced reduction in base salary may be restored at any time in the Executive's sole discretion with advance written notice from the Executive to the Company's Compensation Committee.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of November 10, 2016.

AMTECH SYSTEMS, INC.

By: /s/ Robert T. Hass

Robert T. Hass

Chief Financial Officer

By: /s/ Fokko Pentinga

Fokko Pentinga

Executive

Amtech Systems, Inc.
131 South Clark Drive
Tempe, Arizona 85281

November 10, 2016

Robert T. Hass
9097 E. Palm Tree Drive
Scottsdale, Arizona 85255

Dear Robert,

Based upon your agreement to serve indefinitely as CFO, Amtech Systems, Inc. agrees to the terms of employment outlined below. Please review the terms and acknowledge your acceptance of them by signing this letter in the space provided below.

- Title of Vice President - CFO, Treasurer and Secretary.
- Annual base salary of \$225,000, retroactive to August 3, 2016.
- Annual automobile allowance of \$7,000.
- Option to purchase 10,000 shares of common stock of the Company to vest in equal, annual amounts over four years.
- Participation in executive bonus program.
- Change of Control and Severance Agreement with the same terms and conditions as the same agreement that terminated on June 30, 2013, except that if you are involuntarily terminated without cause under conditions where the Change of Control provisions do not apply, severance will be equal to the greater of one year of your base salary, or \$225,000.
- Participation in the all of the Company's employee benefits, including (without limitation) healthcare, 401-K, sick leave, holidays, and vacation.

We look forward to your continuance in this important role.

Sincerely,

/s/ Fokko Pentinga

Fokko Pentinga, President and CEO

Acknowledgement:

By my signature below, I acknowledge that I have read this letter agreement and agree to its terms.

/s/ Robert T. Hass

Robert T. Hass

Date: November 10, 2016

CHANGE OF CONTROL AND SEVERANCE AGREEMENT

THIS CHANGE OF CONTROL AND SEVERANCE AGREEMENT (this "Agreement"), is entered into as of this 10th day of November, 2016, between Amtech Systems, Inc., an Arizona corporation (the "Company"), with offices at 131 South Clark Drive, Tempe, Arizona, and Robert T. Hass (the "Executive").

WITNESSETH:

WHEREAS, the Company and the Executive have entered into that certain Letter Agreement dated as of November 10, 2016 (the "Letter Agreement"), which sets forth certain terms of the Executive's employment with the Company as the Company's Chief Financial Officer;

WHEREAS, the Company and the Executive desire to enter into this Agreement to reflect certain additional terms agreed to between them in the event of a Change of Control of the Company; and

WHEREAS, the Board of Directors of the Company (the "Board") has approved this Agreement and the terms contained herein.

NOW THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and intending to be legally bound hereby, the Company and the Executive do hereby agree as follows:

1. Definitions.

"Additional Terms" shall have the meaning set forth in Section 5 of this Agreement.

"Board" shall mean the Board of Directors of the Company.

"Business Combination" shall have the meaning set forth in Section 2(b)(iii) of this Agreement.

"Cause" shall mean (i) the Executive's willful, repeated or negligent failure to perform his duties to the Company and to comply with any reasonable or proper direction given by or on behalf of the Company's Board of Directors and the continuation of such failure following twenty (20) days written notice to such effect, (ii) the Executive being guilty of serious misconduct on the Company's premises or elsewhere, whether during the performance of his duties or not, which is reasonably likely to cause material damage to the reputation of the Company or render it materially more difficult for the Executive to satisfactorily continue to perform his duties and the continuation or a second instance of such serious misconduct following twenty (20) days written notice to such effect; (iii) the Executive being found guilty in a criminal court of any offense of a nature which is reasonably likely to materially adversely affect the reputation of the Company or to materially prejudice its interests if the Executive were to continue to be employed by the Company; (iv) the Executive's commission of any act of fraud or theft involving the Company or its business, or any intentional tort against the Company; or (v) the Executive's violation of any of the material terms, covenants, representations or warranties contained in this Agreement and failure to correct such violation within twenty (20) days after written notice by the Company. Notwithstanding the foregoing, "Cause" shall only be deemed to exist if it is so determined by a resolution duly adopted by the Board of Directors of the Company, at a duly noticed meeting at which the Executive and his counsel are first given the opportunity to address the Board with respect to such determination.

"Change of Control" shall have the meaning set forth in Section 2(b) of this Agreement.

"Company" shall have the meaning set forth in the preamble to this Agreement.

"Disability" shall mean that the Executive, in the good faith determination of the Board of Directors of the Company, based on the advice of a qualified physician after a proper examination of the Executive, is unable to render services of the character necessary to perform his duties to the Company and that such inability (i) may be expected to be permanent, or (ii) may be expected to continue for a period of at least six (6) consecutive months (or for shorter periods totaling more than six (6) months during any period of twelve (12) consecutive months). Termination resulting from

Disability may only be effected after at least thirty (30) days written notice by the Company of its intention to terminate the Executive's employment.

"Effective Date" shall mean the date of this Agreement.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Executive" shall have the meaning set forth in the preamble to this Agreement.

"Good Reason" shall mean (i) the Company's failure to elect or reelect, or to appoint or reappoint, the Executive to the office of Chief Financial Officer of the Company; (ii) material changes by the Company in the Executive's function, duties or responsibilities (including reporting responsibilities) of a scope less than that associated with the positions of Chief Financial Officer of the Company; (iii) Executive's base salary is reduced by the Company below the highest base salary of Executive in effect during the term of his Employment without Executive's written consent (iv) relocation of Executive's principal place of employment to a place that is not within a radius of twenty-five (25) miles of his primary residence; (v) failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company; or (vi) material breach of this Agreement by the Company, which breach is not cured within five (5) days after written notice thereof is delivered to the Company.

"Incentive Compensation" shall mean any annual cash bonuses, as determined in accordance with any annual bonus plan adopted by the Company's Compensation Committee, to which the Executive is entitled for each fiscal year during his term of employment.

"Incumbent Board" shall have the meaning set forth in Section 2(b)(ii) of this Agreement.

"Initial Term" shall have the meaning set forth in Section 5 of this Agreement.

"Outstanding Capital Stock" shall have the meaning set forth in Section 2(b)(i) of this Agreement.

"Pending Change of Control" shall have the meaning set forth in Section 2(c) of this Agreement.

"Person" shall have the meaning set forth in Section 2(b)(i) of this Agreement.

"Term" shall have the meaning set forth in Section 5 of this Agreement.

"Termination Date" means the date the Executive ceases work, which cessation of work is a "separation from service" within the meaning of Section 409A.

"Voting Securities" shall have the meaning set forth in Section 2(b)(i) of this Agreement.

2. Severance Provisions After Change of Control.

- a. In the event that Executive's employment with the Company is terminated (other than as a consequence of death or Disability) either (x) by the Company for any reason other than for Cause during a Pending Change of Control or within one year following the occurrence of a Change of Control, or (y) by Executive for Good Reason within one year following the occurrence of a Change of Control, then Executive shall be entitled to receive from the Company the following:
 - i) a cash lump sum equal to an amount equal to one (1) year of Executive's base salary in effect on the Termination Date;
 - ii) a cash lump sum equal to the amount of accrued but unpaid Incentive Compensation earned by the Executive, which amount shall be prorated for the year in which the termination occurs and shall be calculated through the end of the last full month prior to the Termination Date with a proportionate

- adjustment to all caps and floors, if any, based upon the portion of the fiscal year worked prior to the termination of Executive's employment; and
- iii) full vesting of all outstanding stock options and restricted stock grants held by Executive.

The Company shall make termination payments required by Section 2(a)(i) within ten (10) days of the Termination Date, and payments required by Section 2(a)(ii) within thirty (30) days of the Termination Date; provided, however, if such ten (10) day or thirty (30) day period begins in one calendar year and ends in another, Executive will not have the right to specify the calendar year of payment. All payments to be made to the Executive upon a termination of employment may only be made upon a "separation from service" (within the meaning of Section 409A) of the Executive. For purposes of Section 409A, (i) each payment made under this Agreement shall be treated as a separate payment; (ii) the Executive may not, directly or indirectly, designate the calendar year of payment; and (iii) no acceleration of the time and form of payment of any nonqualified deferred compensation to the Executive or any portion thereof, shall be permitted.

- b. For purposes of this Agreement, the term "Change of Control" shall mean:

- i. The acquisition, other than from the Company, by any individual, entity or group (within the meaning of Rule 13d-3 promulgated under the Exchange Act or any successor provision) (any of the foregoing described in this Section 2(b)(i) hereafter a "Person") of 20% or more of either (a) the then outstanding shares of Capital Stock of the Company (the "Outstanding Capital Stock") or (b) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Voting Securities"); provided, however, that any acquisition by (x) the Company or any of its subsidiaries, or any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its subsidiaries or (y) any Person that is eligible, pursuant to Rule 13d-1 (b) under the Exchange Act, to file a statement on Schedule 13G with respect to its beneficial ownership of Voting Securities, whether or not such Person shall have filed a statement on Schedule 13G, unless such Person shall have filed a statement on Schedule 13D with respect to beneficial ownership of 35% or more of the Voting Securities or (z) any corporation with respect to which, following such acquisition, more than 60% respectively, of the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Capital Stock and Voting Securities immediately prior to such acquisition in substantially the same proportion as their ownership, immediately prior to such acquisition, of the Outstanding Capital Stock and Voting Securities, as the case may be, shall not constitute a Change of Control; or
- ii. Individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board, provided that any individual becoming a director subsequent to the date hereof whose election or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the Directors of the Company (as such terms are used in Rule 14a-11 of Regulation 14A, or any successor section, promulgated under the Exchange Act); or
- iii. Approval by the shareholders of the Company of a reorganization, merger or consolidation (a "Business Combination"), in each case, with respect to which all or substantially all holders of the Outstanding Capital Stock and Voting Securities immediately prior to such Business Combination do not, following such Business Combination, beneficially own, directly or indirectly, more than 60% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from the Business Combination; or

- iv. a complete liquidation or dissolution of the Company or (b) a sale or other disposition of all or substantially all of the assets of the Company other than to a corporation with respect to which, following such sale or disposition, more than 60% of respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors is then owned beneficially, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Capital Stock and Voting Securities immediately prior to such sale or disposition in substantially the same proportion as their ownership of the Outstanding Capital Stock and Voting Securities, as the case may be, immediately prior to such sale or disposition; or
- v. the first purchase under a tender offer or exchange offer for 20% or more of the outstanding shares of stock (or securities convertible into stock) of the Company, other than an offer by the Company or any of its subsidiaries or any employee benefit plan sponsored by the Company or any of its subsidiaries.
- c. For purposes of this Agreement, the term "Pending Change of Control" shall mean the occurrence of one of the following events as the result of which a Change of Control pursuant thereto is reasonably expected to occur within ninety (90) days after the date of determination as to whether there is a Pending Change of Control: (i) the Company executes a letter of intent, term sheet or similar instrument with respect to a transaction or series of transactions, the consummation of which would result in a Change of Control; (ii) the Board approves a transaction or series of transactions, the consummation of which would result in a Change of Control; (iii) a Person makes a public announcement of a tender offer for the Common Stock of the Company, the consummation of which would result in a Change of Control; or (iv) a Person makes a public announcement of, or makes a public filing with respect to, the intention of that Person to seek to change the membership of the Board of Directors of the Company in a manner that would result in a Change of Control. A Pending Change of Control shall cease to exist upon a Change of Control.
3. Severance Provisions Outside a Change in Control. Should the Executive be terminated under any circumstances other than that described in Section 2(a), the Executive shall be entitled to severance pay equal to the greater of one year of his base salary or \$225,000; provided, however, that if the Executive is terminated for Cause, there shall be no severance payment.
4. Specified Employee. Notwithstanding anything in this Agreement to the contrary, if at the time of the Executive's "separation from service" (as defined in Section 409A) the Executive is a "specified employee" (within the meaning of Section 409A and the Company's specified employee identification policy) and if any payment, reimbursement and/or in-kind benefit that constitutes nonqualified deferred compensation (within the meaning of Section 409A) is deemed to be triggered by the Executive's separation from service, then, to the extent one or more exceptions to Section 409A are inapplicable (including, without limitation, the exception under Treasury Regulation Section 1.409A-1(b)(9)(iii) relating to separation pay due to an involuntary separation from service and its requirement that installments must be paid no later than the last day of the second taxable year following the taxable year in which such an employee incurs the involuntary separation from service), all payments, reimbursements, and in-kind benefits that constitute nonqualified deferred compensation (within the meaning of Section 409A) to the Executive shall not be paid or provided to the Executive during the six-month period following the Executive's separation from service, and (i) such postponed payment and/or reimbursement/in-kind amounts shall be paid to the Executive in a lump sum within thirty (30) days after the date that is six (6) months following the Executive's separation from service; and (ii) any amounts payable to the Executive after the expiration of such six- (6-) month period shall continue to be paid to the Executive in accordance with the terms of this Agreement.
5. Reimbursements And In-Kind Benefits. Notwithstanding any other provision of the applicable plans and programs, all reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (i) the amount of expenses eligible for reimbursement and the provision of benefits in kind during a calendar year shall not affect the expenses eligible for reimbursement or the provision of in-kind benefits in any other calendar year; (ii) the reimbursement for an eligible expense will be made on or before the last day of the calendar year following the calendar year in which the expense is incurred; (iii) the right to reimbursement or right to in-kind benefit is not subject to liquidation

or exchange for another benefit; and (iv) each reimbursement payment or provision of in-kind benefit shall be one of a series of separate payments (and each shall be construed as a separate identified payment) for purposes of Section 409A.

6. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of three (3) years (the "Initial Term"). Thereafter, the Term shall continue for successive one (1) year terms (the "Additional Terms") unless either the Company or the Executive provides written notice of termination of this Agreement not less than one hundred twenty (120) days prior to the end of the Initial Term or any Additional Term, or unless earlier terminated by the mutual written consent of the Company and the Executive.
7. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by registered or certified mail, return receipt requested to his residence in the case of the Executive, or to its principal office in the case of the Company, or to such other addresses as they may respectively designate in writing.
8. Entire Agreement; Waiver. This Agreement contains the entire understanding of the parties and may not be changed orally but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Waiver of or failure to exercise any rights provided by this Agreement in any respect shall not be deemed a waiver of any further or future rights.
9. Binding Effect; Assignment. The rights and obligations of this Agreement shall bind and inure to the benefit of any successor of the Company by reorganization, merger or consolidation, or any assignee of all or substantially all of the Company's business or properties. The Executive's rights hereunder are personal to and shall not be transferable or assignable by the Executive.
10. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
11. Governing Law; Arbitration. This Agreement shall be construed in accordance with and governed for all purposes by the laws and public policy of the State of Arizona applicable to contracts executed and to be wholly performed within such state. Any dispute or controversy arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereover. The arbitration shall be held in Maricopa County or in such other place as the parties hereto may agree.
12. Further Assurances. Each of the parties agrees to execute, acknowledge, deliver and perform, and cause to be executed, acknowledged, delivered and performed, at any time and from time to time, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and/or assurances as may be necessary or proper to carry out the provisions or intent of this Agreement.
13. Severability. The parties agree that if any one or more of the terms, provisions, covenants or restrictions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, AMTECH SYSTEMS, INC. has caused by instrument to be signed by a duly authorized officer and the Executive has hereunto set his hand as of the day and year first above written.

COMPANY:
AMTECH SYSTEMS, INC.

EXECUTIVE:

/s/ Fokko Pentinga

Fokko Pentinga
Chief Executive Officer

/s/ Robert T. Hass

Robert T. Hass