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): January 29, 2015

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

Arizona	**000-00412**	**86-0411215**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

131 S. Clark Drive, Tempe, Arizona	**85281**
(Address of Principal Executive Offices)	**(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))

Item 2.01 Completion of Acquisition or Disposition of Assets

Effective January 30, 2015, Amtech Systems, Inc. (the "Company) completed its previously announced merger with BTU International, Inc. ("BTU") pursuant to an Agreement and Plan of Merger (the "Merger Agreement"), dated as of October 21, 2014 by and among the Company, BTU, and BTU Merger Sub, Inc. (the "Merger Sub"). At closing ("Closing"), the Merger Sub merged with and into BTU, with BTU surviving as a wholly owned subsidiary of the Company (the "Merger").

Pursuant to the Merger Agreement, holders of BTU common stock ("BTU Common Stock") received 0.3291 (the "Exchange Ratio") shares of common stock of the Company, par value $0.01 per share (the "Company Common Stock") for each share of BTU Common Stock held immediately prior to the effective time of the Merger. Each BTU restricted stock unit that remained unvested immediately prior to the effective time of the Merger became a fully vested and unrestricted share of BTU common stock. The Company issued 3,186,059 shares of Company Common Stock in connection with the Merger.

Options granted by BTU to purchase shares of BTU common stock were converted into an option to purchase Company Common Stock on the same terms and conditions as were applicable prior to the Merger, subject to an appropriate adjustment based upon the Exchange Ratio to the exercise price and the number of shares of the Company Common Stock subject to such stock option.

BTU is taking all necessary steps to finalize delisting of the BTU Common Stock from the NASDAQ Stock Market. The Company Common Stock will continue, to trade on the NASDAQ Stock Market under the symbol "ASYS."

The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, filed with the United States Securities and Exchange Commission on October 23, 2014 as Exhibit 2.1 to the Company's Current Report on Form 8-K, which is incorporated herein by reference as Exhibit 2.1.

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

In connection with the Closing, effective January 30, 2015, the Company elected Paul J. van der Wansem, age 75, to serve on the Company's Board of Directors for a three-year term, and also appointed Mr. van der Wansem to serve as a member of the Company's Management Executive Committee for a one-year term.

Prior to joining the Company, Mr. van der Wansem served as the President and Chief Executive Officer of BTU from 1979 to 2002 and from October 2004 to Closing. Mr. van der Wansem also served as the Chairman of BTU's Board of Directors from 1979 to Closing. Prior to joining BTU, Mr. van der Wansem served as a Vice President of Holec, N.V., a Dutch electronics company, and also as President of its affiliate, Holec, USA. Mr. van der Wansem was formerly a Management Consultant for the Boston Consulting Group and Adjunct Director of First National City Bank Amsterdam/New York.

There are no family relationships, as defined in Item 401 of Regulation S-K, between Mr. van der Wansem and any of the Company's executive officers or directors, or any person nominated to become a director or executive officer. There is no arrangement or understanding between Mr. van der Wansem and any other person pursuant to which Mr. van der Wansem was appointed to the Company's Management Executive Committee and appointed to the Board of Directors. There are no transactions in which Mr. van der Wansem has an interest requiring disclosure under Item 404(a) of Regulation S-K.

Mr. van der Wansem entered into an employment agreement (the "Employment Agreement") with the Company in connection with his election to the Board of Directors and appointment to the Company's Management Executive Committee. Pursuant to the Employment Agreement, he will receive an annual base salary of $350,000 and a one-time grant of 30,000 options to purchase Company Common Stock, which will vest equally over each of the three anniversaries of the grant date subject to Mr. van der Wansem's continued service. Mr. van der Wansem will also be entitled to participate in the incentive and benefit programs available to the Company's executives. The Employment Agreement provides that, for a period of two years following the termination of the Employment Agreement with the Company for any reason, Mr. van der Wansem will be restricted from competing with the Company and its affiliates, from soliciting the Company's and its affiliates' respective customers or employees, and from engaging in certain activities in connection with acquiring the voting stock or assets of the Company or involvement in any proxy contest involving the Company.

In addition to the Employment Agreement, Mr. van der Wansem entered into a consulting agreement with Amtech (the "Consulting Agreement") to be effective following the termination of the Employment Agreement, unless the Employment Agreement is terminated as a result of his death or disability, or is terminated by the Company for "cause" or other than for "cause," as defined in the Employment Agreement, or is terminated by Mr. van der Wansem for "good reason" or other than for "good reason", as defined in the Employment Agreement. The Consulting Agreement will extend for a period of two years, shall involve Mr. van der Wansem's provision of consulting, strategic, or advisory services as agreed to by the Company and Mr. van der Wansem, and shall provide compensation of $22,083.33 per month.

The foregoing descriptions of the Employment Agreement and Consulting Agreement are qualified in their entirety by reference to the full text of each, copies of which are attached hereto as Exhibit 10.1 and Exhibit 10.2, respectively, and incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

Effective January 30, 2015, the Company amended its Amended and Restated Bylaws to establish a Management Executive Committee (the "Committee"), pursuant to the requirements of the Merger Agreement. The Committee, which the Company shall maintain for a period of one year from the date of Closing, is comprised of three members —J.S. Whang (the Company's Executive Chairman), Fokko Pentinga (the Company's President and Chief Executive Officer), and Mr. van der Wansem—who shall, in addition to other positions they hold within the Company, have the title of "Member of the Management Executive Committee."

The Management Executive Committee is responsible for meeting not less frequently than quarterly to discuss material developments in the Company's business and any material plans and proposals under consideration, including any such plan or proposal that any Member of the Management Executive Committee intends to propose for consideration by the Company's Board of Directors.

The foregoing description of the amendment is qualified in its entirety by reference to the full text of Amended and Restated Bylaws, as amended, a copy of which is attached hereto as Exhibit 3.1 and incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders

On January 29, 2015, the Company convened a special meeting of its stockholders (the "Meeting"), relating to the Company's contemplated Merger with BTU. The Meeting was called to vote on the following proposals.

Proposal 1. A proposal to adopt the Merger Agreement and the transactions contemplated thereby (including the issuance of the Company Common Stock), pursuant to which the Merger will be consummated as contemplated therein.

Proposal 2. A proposal to adjourn the Meeting, if necessary or appropriate, to solicit additional proxies in favor of the Proposal 1.

As of the record date, December 16, 2014, there were 9,869,916 shares of Company Common Stock outstanding and entitled to vote at the Meeting. A quorum was present at the meeting.

Proposal 1 was approved by the stockholders of the Company, with 62.6% of the outstanding shares of Company Common Stock eligible to vote and 99.3% of the shares of Company Common Stock represented, in person or by proxy, at the Meeting and voting "FOR" Proposal 1. Proposal 2 was approved by the stockholders of the Company, with 59.4% of the outstanding shares of Company Common Stock eligible to vote and 94.4% of the shares of Company Common Stock represented, in person or by proxy, at the Meeting and voting "FOR" Proposal 2.

The voting results of Proposal 1 and 2 are as follows:

Proposal 1

Proposal to adopt the Merger Agreement

For	Against	Abstain	Broker Non-Votes
6,174,457	31,400	9,124	0

Proposal 2

Proposal to adjourn the Meeting

For	Against	Abstain	Broker Non-Votes
5,867,081	328,401	19,499	0

Item 7.01 Regulation FD Disclosure

On January 30, 2015, the Company issued a press release announcing the Closing of the Merger, a copy of which is attached hereto as Exhibit 99.1.

The information contained in the press release is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liability of such section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Forward Looking Statements

This Current Report on Form 8-K, and any Exhibit attached hereto, may contain certain statements or information that constitute "forward-looking statements" (as defined in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended). In some but not all cases, forward-looking statements can be identified by terminology such as, for example, "may," "will," "should," "would," "expects," "plans," "anticipates," "intends," "believes," "estimates," "predicts," "potential," "continue," or the negative of these terms or other comparable terminology. Examples of forward-looking statements include statements regarding the Company's future financial results, operating results, business strategies, projected costs, products under development, competitive positions and plans and objectives of each company and its management for future operations. Such forward-looking statements may also include, but are not limited to, statements about the proposed benefits of the Merger, including future financial and operating results, the Company's plans, objectives, expectations, and intentions, the expected timing of the completion of the merger, and other statements that are not historical facts. Such forward-looking statements and information are provided by the Company based on current expectations of the Company and reflect various assumptions of management concerning the future performance of the Company, and are subject to significant business, economic and competitive risks, uncertainties and contingencies, many of which are beyond the control of the Company. Accordingly, there can be no guarantee that such forward-looking statements or information will be realized. Actual results may vary from any anticipated results included in such forward-looking statements and information and such variations may be material. No representations or warranties are made as to the accuracy or reasonableness of any expectations or assumptions or the forward-looking statements or information based thereon. Only those representations and warranties that are made in a definitive written agreement relating to a transaction, when and if executed, and subject to any limitations and restrictions as may be specified in such definitive agreement, shall have any effect, legal or otherwise. Each recipient of forward-looking statements should make an independent assessment of the merits of and should consult its own professional advisors. Except as required by law, we undertake no obligation to publicly update forward-looking statements, whether as a result of new information, future events, or otherwise.

Item 9.01 Financial Statements and Exhibits

(a) Financial Statements of Businesses Acquired

The financial statements required by this Item 9.01(a) were previously filed with the Company and BTU joint proxy and registration statement on Form S-4/A (the "Form S-4") filed with SEC on December 19, 2014 and declared effective by the SEC December 22, 2014, and are incorporated herein by reference to pages 69 to 99 of the Form S-4.

(b) Pro Forma Financial Information

The financial statements required by this Item 9.01(b) were previously filed with the Form S-4 filed with SEC on December 19, 2014 and declared effective by the SEC December 22, 2014, and are incorporated herein by reference to pages 19 to 28 of the Form S-4.

(d) Exhibits

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated October 21, 2014, by and among Amtech

	Systems, Inc., BTU Merger Sub, Inc., and BTU International, Inc. (Incorporated herein by reference to the Company's Current Report on Form 8-K filed with the SEC on October 23, 2014)
3.1	First Amendment to the Company's Amended and Restated Bylaws
10.1	Employment Agreement, dated October 21, 2014, by and between Paul J. van der Wansem and the Company
10.2	Consulting Agreement, dated October 21, 2014, by and between Paul J. van der Wansem and the Company
99.1	Press Release, dated January 30, 2015

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: February 2, 2015

By: /s/ Bradley C. Anderson
Name: Bradley C. Anderson
Title: Executive Vice President & Chief Financial Officer

EXHIBIT INDEX

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FIRST AMENDMENT TO AMENDED AND RESTATED BYLAWS OF AMTECH SYSTEMS, INC.

I. CORPORATION ARTICLES

1.1 References to Articles. Any reference herein made to the corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission (or any successor to its functions) pursuant to applicable law.

1.2 Seniority. The Articles will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the Articles, and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

II. CORPORATION OFFICES

2.1 Known Place of Business. The known place of business of the corporation in the state of Arizona shall be the office of its statutory agent unless otherwise designated in the Articles or in a written statement or document duly executed and filed with the Arizona Corporation Commission. The corporation may have such other offices, either within or without the state of Arizona, as the Board of Directors may designate or as the business of the corporation may require from time to time.

2.2 Change Thereof. The Board of Directors may change the corporation's known place of business or its statutory agent from time to time by filing a statement with the Arizona Corporation Commission pursuant to applicable law.

III. SHAREHOLDERS

3.1 Annual Meetings. Each annual meeting of the shareholders is to be held on the third Wednesday in the month of April of each year, commencing with the year 1992 or such other date as may be determined by the Board of Directors, at a time and place as determined by the Board of Directors or, in the absence of action by the Board, as set forth in the notice given, or waiver signed, with respect to such meeting pursuant to section 3.3 below. At the annual meeting, shareholders shall elect a Board of Directors and transact such other business as may be properly brought before the meeting. If any annual meeting is for any reason not held on the date determined as aforesaid, a deferred annual meeting may thereafter be called and held in lieu thereof, at which the same proceedings may be conducted. Any director elected at any annual meeting, deferred annual meeting or special meeting will continue in office until the election of his successor, subject to his earlier resignation pursuant to section 7.1 below.

3.2 Special Meetings. Special meetings of the shareholders may be held whenever and wherever called for by the Chairman of the Board, the President or the Board of Directors, or by the written demand of the holders of not less than fifty percent (50%) of all issued and outstanding shares of the corporation entitled to vote at any such meeting. Any written demand by shareholders shall state the purpose or purposes of the proposed meeting, and business to betransacted at any such meeting shall be confined to the purposes stated in the notice thereof, and to such additional matters as the chairman of the meeting may rule to be germane to such purposes.

3.3 Notices. Not less than ten (10) nor more than fifty (50) days (inclusive of the date of the meeting) before the date of any meeting of the shareholders and at the direction of the person or persons calling the meeting, the Secretary of the corporation will cause a written notice setting forth the time, place and general purposes of the meeting to be deposited in the mail, with first class or airmail postage prepaid, addressed to each shareholder of record at his last address as it appears on the corporation IS records on the applicable record date. Any shareholder may waive call or notice of any annual, deferred annual or special meeting (and any adjournment thereof) unless he or his proxy is attending the meeting for the express purpose of objecting to the transaction of business because the meeting has not been properly called or noticed.

3.4 Shareholders of Record. For each meeting, or consent to corporate action without a meeting, of shareholders (and at any adjournment of such meeting), or in order to make a determination of shareholders for determining those shareholders entitled to receive payment of any dividend, or for any other lawful action, the Board of Directors may fix in advance a record date which shall not be more than sixty (60) nor less than ten (10) days prior to the date of such meeting or other action. If no record date is fixed by the Board of Directors for determining shareholders entitled to notice of, and to vote at, a meeting of shareholders, the record date shall be at 4:00 o'clock in the afternoon on the day before the notice is given, or, if notice is waived, at the commencement of the meeting. If no record date is fixed for determining shareholders entitled to express written consent to corporate action without a meeting, the record date shall be the time of the day on which the first written consent is served upon an officer or director of the corporation. A determination of shareholders of record entitled to notice of, and to vote at, a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting and further provided that the adjournment or adjournments do not exceed thirty (30) days in the aggregate.

3.5 Shareholder Record. The officer or agent having charge of the stock ledger books for the corporation shall make, at least ten (10) days before every meeting of shareholders, a complete record of the shareholders entitled to vote at the meeting (and at any adjournment thereof), arranged in alphabetical order, showing the address and the number of shares registered in the name of each shareholder. Such record shall be

produced and kept open (i) at the office of the corporation prior to the time of the meeting, and (ii) at the time and place of the meeting; such record shall be subject to the inspection of any shareholder during such times for any purpose germane to the meeting.

3.6 Proxies. Any shareholder entitled to vote may vote by proxy at any meeting of the shareholders (and at any adjournment thereof) which is specified in such proxy, provided that his or her proxy is executed in writing by such shareholder or his or her duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided therein. The burden of proving the validity of any undated, irrevocable or otherwise contested proxy at a meeting of the shareholders will rest with the person seeking to exercise the same. A telegram or cablegram appearing to have been transmitted by a shareholder or by his duly authorized attorney-in-fact may be accepted as a sufficiently written and executed proxy.

3.7 Voting. Except for the election of directors (which will be governed by cumulative voting pursuant to applicable law) and except as may otherwise be required by the corporation's Articles, these Bylaws or by statute, each issued and outstanding share of the corporation (specifically excluding shares held in the treasury of the corporation) represented at any meeting of the shareholders in person or by a proxy given pursuant to section 3.6 above, will be entitled to one vote of the shareholders at such meeting. Unless otherwise required by the corporation's Articles or by applicable law, approval by the shareholders of the adoption or amendment of an equity based compensation plan for employees will require only the minimum vote required under Arizona law. Unless otherwise required by the corporation's Articles or by applicable law, any other question submitted to the shareholders will be resolved by a majority of the votes cast thereon, provided that such votes constitute a majority of the quorum of that particular meeting, whether or not such quorum is then present. Voting will be by ballot on any question as to which a ballot vote is demanded prior to the time the voting begins by any person entitled to vote on such question; otherwise, a voice vote will suffice. No ballot or change of vote will be accepted after the polls have been declared closed following the ending of the announced time for voting.

3.8 Quorum. At any meeting of the shareholders, the presence in person or by proxy of the holders of a majority of the shares of the corporation issued, outstanding and entitled to vote at the meeting will constitute a quorum of the shareholders for all purposes. In the absence of a quorum, any meeting may be adjourned from time to time by its chairman, without notice other than by announcement at the meeting, until a quorum is formed. At any such adjourned meeting at which a quorum is formed. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally noticed. Once a quorum has been formed at any meeting, the shareholders from time to time remaining in attendance may continue to transact business until adjournment, notwithstanding the prior departure of enough shareholders to leave less than a quorum. If an adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

3.9 Election Inspectors. The Board of Directors, in advance of any meeting of the shareholders, may appoint an election inspector or inspectors to act at such meeting (and at any adjournment thereof). If an election inspector or inspectors are not so appointed, the chairman of the meeting may, or upon request of any person entitled to vote at the meeting will, make such appointment. If any person appointed as an inspector fails to appear or to act, a substitute may be appointed by the chairman of the meeting. If appointed, the election inspector or inspectors (acting through a majority of them if there be more than one) will determine the number of shares outstanding, the authenticity, validity and effect of proxies and the number of shares represented at the meeting in person and by proxy; they will receive and count votes, ballots and consents and announce the result thereof; they will hear and determine all challenges and questions pertaining to proxies and voting; and, in general, they will perform such acts as may be proper to conduct elections and voting with complete fairness to all shareholders. No such election inspector need be a shareholder of the corporation.

3.10 Organization and Conduct of Meetings. Each meeting of the shareholders will be called to order and thereafter chaired by the chairman of the Board of Directors if there is one; or, if not, or if the chairman of the Board is absent or so requests, then by the President; or if both the Chairman of the Board and the President are unavailable, then by such other officer of the corporation or such shareholder as may be appointed by the Board of Directors. The corporation's Secretary will act as Secretary of each meeting of the shareholders; in his or her absence the chairman of the meeting may appoint any person (whether a shareholder or not) to act as secretary for the meeting. After calling a meeting to order, the chairman thereof may require the registration of all shareholders intending to vote in person and the filing of all proxies with the election inspector or inspectors, if one or more have been appointed (or, if not, with the secretary of the meeting). After the announced time for such filing of proxies has ended, no further proxies or changes, substitutions or revocations of proxies will be accepted. If directors are to be elected, a tabulation of the proxies so filed will, if any person entitled to vote in such election so requests, be announced at the meeting (or adjournment thereof) prior to the closing of the election polls. Absent a showing of bad faith on his part, the chairman of a meeting will, among other things, have absolute authority to fix the period of time allowed for the registration of shareholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

3.11 Shareholder Approval or Ratification. The Board of Directors may submit any contract or act for approval or ratification of the shareholders, either at a duly constituted meeting of the shareholders (the notice of which either includes mention of the proposed submittal or is waived pursuant to section 3.3 above) or by unanimous written consent to corporate action without a meeting pursuant to Section 3.13 below. If any contract or act so submitted is approved or ratified by a majority of the votes cast thereon at such meeting or by such unanimous written consent, the same will be valid and binding upon the corporation and all of its shareholders as it would be if it were the act of its shareholders.

3.12 Informalities and Irregularities. All informalities or irregularities in any call or notice of a meeting of the shareholders or in the areas of credentials, proxies, quorums, voting and similar matters, will be deemed waived if no objection is made at the meeting.

3.13 Action by Shareholders Without a Meeting. Any action required or permitted to be taken at a meeting of the shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the shareholders entitled to

vote with respect to the subject matter thereof. Such consent shall have the same effect as a unanimous vote of the shareholders of the corporation at a meeting duly called and noticed.

IV. BOARD OF DIRECTORS

4.1 Membership.

4.1.1 The authorized number of directors shall be six (6) subject to the decision by the Board of Directors that such number should from time to time be changed. The directors shall be elected at the annual meeting of the shareholders, except as provided in subparagraph 4.1.2 hereof, and· each director elected shall hold office until his or her successor is elected and qualified. Directors need not be shareholders.

4.1.2 Vacancies, including newly created directorships, resulting in any increase in the authorized number of directors may be filled by an affirmative vote of a majority of the remaining directors then in office, though not less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, unless sooner displaced. Until the Board of Directors votes to fill any such vacancies, the directors may continue to act and function as the Board of Directors so long as there is at least one (1) director holding office. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

4.2 Regular Meetings. A regular annual meeting of the Board of Directors is to be held as soon as practicable after the adjournment of each annual meeting of the shareholders, either at the place of the shareholders meeting or at such other place as the directors elected at the shareholders' meeting may have been informed of at or prior to the time of their election. Additional regular meetings may be held at regular intervals at such places and at such times as the Board of Directors may determine.

4.3 Special Meetings. Special meetings of the Board of Directors may be held whenever and wherever called for by the Chairman of the Board, the President or the number of directors which would be required to constitute a quorum.

4.4 Notices. No notice need be given of regular meetings of the Board of Directors. Written notice of the time and place (but not necessarily the purpose or all of the purposes) of any special meeting will be given to each director in person or via mail or telegram addressed to him at his latest address appearing on the corporation's records. Notice to any director of any such special meeting will be deemed given sufficiently in advance when (i) if given by mail, the same is deposited in the mail, with first class or airmail postage prepaid, at least four (4) days before the meeting date, or (ii) if personally delivered or given by telegram, the same is handed to the director, or the telegram is delivered to the telegraph office for fast transmittal, at least forty-eight (48) hours prior to the convening of the meeting or (iii) if transmitted by facsimile, such transmission has been acknowledged as having been received by the director at least forty-eight hours prior to the convening of the meeting. Any director may waive call or notice of any meeting (and any adjournment thereof) at any time before, during which or after it is held. Attendance of a director at any meeting will automatically evidence his waiver of call and notice of such meeting (and any adjournment thereof) unless he is attending the meeting for the express purpose of objecting to the transaction of business because the meeting has not been properly called or noticed. Any meeting, once properly called and noticed (or at which call and notice have been waived as aforesaid) and at which a quorum is formed, may be adjourned to another time and place by a majority of those in attendance.

4.5 Quorum. A quorum for the transaction of business at any meeting or adjourned meeting of the Board of Directors will consist of a majority of those then in office. Once a quorum has been formed, the directors from time to time remaining in attendance at such meeting prior to its adjournment will continue to be legally competent to transact business properly brought before the meeting, notwithstanding the prior departure from the meeting of enough directors to leave less than a quorum.

4.6 Voting. Any matter submitted to a meeting of the Board of Directors will be resolved by a majority of the votes cast thereon. In case of an equality of votes, the chairman of the meeting will have a second or deciding vote.

4.7 Executive Committee. The Board of Directors, by resolution adopted by a majority of the full board, may name one or more of its members as an executive committee. Such executive committee will have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation while the Board is not in session, subject to such limitations as may be included in the Board's resolution; provided, however, that such executive committee shall not have the authority of the Board of Directors in reference to the following matters: (i) the submission to shareholders of any action that requires shareholders' authorization or approval under applicable law; (ii) the filling of vacancies on the Board of Directors or in any committee of the Board of Directors; (iii) the amendment or repeal of the Bylaws, or the adoption of new Bylaws; and (iv) the fixing of compensation of directors for serving on the Board or on any committee of the Board of Directors. Any member of the executive committee may be removed, with or without cause, by the Board of Directors. In the event any vacancy occurs in the executive committee, it shall be filled by the Board of Directors.

4.8 Other Committees. The Board of Directors, from time to time, by resolution adopted by a majority of the full Board, may appoint other standing or temporary committees from its membership and vest such committees with such powers as the Board may include in its resolution; provided, however, that such committees shall be restricted in their authority as specifically set forth with respect to the executive committee in section 4.7 above.

4.9 Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors or of any committee at which action is taken on any matter and whose vote is not recorded at such meeting will be presumed to have assented to the action taken unless he files his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or forwards such dissent by registered or certified mail to the secretary of the corporation within two (2) business days after the adjournment of the meeting. A right to dissent will not be available to a director who voted in favor of the action.

4.10 Compensation. By resolution of the Board of Directors, each director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors or of any committee, and may be paid a fixed sum for attendance at each such meeting and/or a stated salary as a director or committee member. No such payment will preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

4.11 Action by Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all directors or committee members, as the case may be, consent thereto in writing. Such consent shall have the same effect as a unanimous vote of the directors or committee members of the corporation at a meeting duly called and noticed.

4.12 Meetings by Conference Telephone. Any member of the Board of Directors or of a committee thereof may participate in any meeting of the Board or such committee by means of a conference telephone or similar communication equipment whereby all members participating in such meeting can hear one another. Such participation shall constitute attendance in person, unless otherwise stated as provided in Section 4.4 above.

V. OFFICERS – General

5.1 Elections and Appointments. The Board of Directors will elect or appoint a president, one or more vice presidents, a secretary, and a treasurer, and may choose a chairman of the Board. The regular election or appointment of officers will take place at each annual meeting of the Board of Directors, but elections of officers may be held at any other meeting of the Board. A person elected or appointed to any office will continue to hold that office until the election or appointment of his successor, subject to action earlier taken pursuant to section 5.4 or 7.1 below. Any two or more offices may be held by the same person, except the offices of president and secretary.

5.2 Additional Appointments. In addition to the officers contemplated in section 5.1 above, the Board of Directors may elect or appoint other corporate or divisional officers or agents with such authority to perform such duties as may be prescribed from time to time by the Board of Directors, by the President or by the superior officer of any person so elected or appointed. Each of such persons (in the order designated by the Board) will be vested with all of the powers and charged with all of the duties of his or her superior officer in the event of such superior officer's absence or disability.

5.3 Bonds and Other Requirements. The Board of Directors may require any officer to give bond to the corporation (with sufficient surety, and conditioned for the faithful performance of the duties of his or her office) and to comply with such other conditions as may from time to time be required of him or her by the Board.

5.4 Removal; Delegation of Duties. The Board of Directors may, whenever in its judgment the best interests of the corporation will be served thereby, remove any officer or agent of the corporation or temporarily delegate his powers and duties to any other officer or to any director. Such removal or delegation shall be without prejudice to the contract rights, if any, of the person so removed or whose powers and duties have been delegated. Election or appointment of an officer or agent shall not of itself create contract rights.

5.5 Salaries. The salaries of officers may be fixed from time to time by the Board of Directors or (except as to the President's own) left to the discretion of the President. No officer will be prevented from receiving a salary by reason of the fact that he or she is also a director of the corporation.

VI. SPECIFIC OFFICERS

6.1 Chairman of the Board. The Board of Directors may elect a chairman to serve as a general executive officer of the corporation, and, if specifically designated as such by the Board, as the chief executive officer of the corporation. If elected, the chairman will preside at all meetings of the Board of Directors and be vested with such other powers and duties as the Board may from time to time delegate to him or her.

6.2 President and Vice Presidents. Unless otherwise specified by resolution of the Board of Directors, the President will be the chief executive officer of the corporation. The President will supervise the business and affairs of the corporation and the performance by all of its other officers of their respective duties, subject to the control of the Board of Directors (and of its chairman, if the chairman has been specifically designated as chief executive officer of the corporation). One or more vice presidents shall be elected by the Board of Directors to perform such duties as may be designated by the Board or be assigned or delegated to them by the chief executive officer. Anyone of the vice presidents as authorized by the Board will be vested with all of the powers and charged with all of the duties of the President in the event of his or her absence or inability to act. Except as may otherwise be specifically provided in a resolution of the Board of Directors, the President or any vice president will be a proper officer to sign on behalf of the corporation any deed, bill of sale, assignment, option, mortgage, pledge, note, bond, evidence of indebtedness, application, consent (to service of process or otherwise), agreement, indenture or other instrument of any significant importance to the corporation. The President or any vice president may represent the corporation at any meeting of the shareholders of any other corporation in which this corporation then holds shares,

and may vote this corporation's shares in such other corporation in person or by proxy appointed by him or her, provided that the Board of Directors may from time to time confer the foregoing authority upon any other person or persons.

6.3 Secretary. The secretary will keep the minutes of meetings of the shareholders, Board of Directors and any committee, and all unanimous written consents of the shareholders, Board of Directors and any committee of the corporation, and will see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary will be custodian of the corporate seal and corporate records, and, in general, perform all duties specifically provided in a resolution of the Board of Directors, the Secretary and each assistant secretary will be a proper officer to take charge of the corporation's stock transfer books and to compile the voting record pursuant to section 3.5, above, and to impress the corporation's seal on any instrument signed by the President, any vice president or any other duly authorized person, and to attest to the same.

6.4 Treasurer. The Treasurer will keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and will cause all money and other valuable effects to be deposited in the name and to the credit of the corporation in such depositaries, subject to withdrawal in such manner, as may be designated by the Board of Directors. He or she will render to the President, the directors and the shareholders at proper times an account of all his or her transactions as Treasurer and of the financial condition of the corporation. The Treasurer shall be responsible for preparing and filing such financial reports, financial statements and returns as may be required by law.

6.5 Management Executive Committee. Until January 30, 2016, the Company shall maintain a "Management Executive Committee" to promote effective communication among the members of the Company's executive management. The Committee shall be comprised of three (3) members who shall be J. S. Whang, Fokko Pentinga and Paul J. van der Wansem. In such capacity, such members shall, in addition to any of their other positions with the Company, have the title of "Member of the Management Executive Committee," and shall be officers of the Company. The Management Executive Committee shall meet not less frequently than quarterly for purposes of discussing material developments in the Company's business and any material plans and proposals under consideration, including any such plan or proposal that any Member of the Management Executive Committee intends to propose for consideration by the Board. Meetings of the Management Executive Committee may be held in person, telephonically or via video conference. Meetings may be called upon ten (10) days' notice (or such shorter notice as agreed to by all Members) from any Member. All three Members must be in attendance to constitute a quorum. No Member shall submit a proposal, plan or action to the Board for approval unless it has first been considered and discussed at a meeting of the Management Executive Committee.

VII. RESIGNATIONS AND VACANCIES

7.1 Resignations. Any director, committee member or officer may resign from his or her office at any time by written notice delivered or addressed to the corporation at its known place of business. Any such resignation will be effective upon its receipt by the corporation unless some later time is therein fixed, and then from that time; the acceptance of a resignation will not be required to make it effective.

7.2 Vacancies. If the office of any director, committee member or officer becomes vacant by reason of his or her death, resignation, disqualification, removal or otherwise, the Board of Directors may choose a successor to hold office for the unexpired term.

VIII. SEAL

8.1 Form Thereof. The Board of Directors may provide for a seal of the corporation which will have inscribed thereon the name of the corporation, the state and year of its incorporation and the words "Corporate Seal."

IX. CERTIFICATES REPRESENTING SHARES

9.1 Form Thereof. Shares of the corporation may be certificated, or uncertificated and registered in book-entry form. Each certificate representing shares of the corporation will be in such form as may from time to time be approved by the Board of Directors, will be consecutively numbered and will exhibit such information as may be required by applicable law. Except as otherwise provided by law, the rights and obligations of holders of uncertificated shares shall be identical to the rights and obligations of holders of certificated shares of the same class and series.

9.2 Signatures and Seal Thereon. All certificates issued for shares of the corporation (whether new, reissued or transferred) will bear the signatures of the President or Vice President, and of the Secretary or an assistant secretary, and the impression of the corporation's corporate seal, if any. The signatures of such officers of the corporation and the impression of its corporate seal may be in facsimile form on any certificate which is countersigned by a transfer agent and/or registered by a registrar duly appointed by the corporation and other than the corporation itself or one of its employees. If a supply of unissued certificates bearing the facsimile signature of a person remains when that person ceases to hold the office of the corporation indicated on such certificates, they may still be countersigned, registered, issued and delivered by the corporation's transfer agent and/or registrar thereafter, the same as though such person had continued to hold the office indicated on such certificate.

9.3 Ownership. The corporation will be entitled to treat the registered owner of any share as the absolute owner thereof and, accordingly, will not be bound to recognize any beneficial, equitable or other claim to, or interest in, such share on the part of any other person, whether or not it has notice thereof, except as may expressly be provided by applicable law.

9.4 Transfers. Transfers of shares of the corporation may be made on the stock transfer books of the corporation only at the direction of the person named in the certificate therefor (or by such person's duly authorized attorney-in-fact) and upon the surrender of such certificate or, in the case of

uncertificated shares, only at the direction of the person named as the holder in the records of the transfer agent or the corporation (or by his or her duly authorized attorney-in-fact).

9.5 Lost Certificates. In the event of the loss, theft or destruction of any certificate representing shares of the corporation or of any predecessor corporation, the corporation may, at its option, register or cause to be registered in the name of the person entitled thereto uncertificated shares in place of such certificate, or may issue (or, in the case of any such shares as to which a transfer agent and/or registrar have been appointed, may direct such transfer agent and/or registrar to countersign, register and issue) a new certificate, and cause the same to be delivered to the owner of the shares represented thereby, provided that the owner shall have submitted such evidence showing the circumstances of the alleged loss, theft or destruction, and his ownership of the certificate, as the corporation considers satisfactory, together with any other facts which the corporation considers pertinent, and further provided that, if so required by the corporation, the owner shall provide a bond in form and amount satisfactory to the corporation (and to its transfer agent and/or registrar, if applicable). The corporation may act through its President or any vice president for any purpose of this Section 9.5.

X. DIVIDENDS

10.1 Subject to such restrictions or requirements as may be imposed by applicable law or the corporation's Articles or as may otherwise be binding upon the corporation, the Board of Directors may from time to time declare and the corporation may pay dividends on shares of the corporation outstanding on the dates of record fixed by the Board, to be paid in cash, in property or in shares of the corporation on or as of such payment or distribution dates as the Board may prescribe.

XI. AMENDMENTS

11.1 These Bylaws may be altered, amended, supplemented, repealed or temporarily or permanently suspended, in whole or in part, or new bylaws may be adopted, at any duly constituted meeting of the Board of Directors (the notice of which meeting either includes mention of the proposed action relative to the Bylaws or is waived pursuant to section 4.4 above) or, alternatively, by unanimous written consent to corporate action without a meeting of the Board of Directors pursuant to Section 4.11 above. If, however, any such action arises as a matter of necessity at any such meeting and is otherwise proper, no notice thereof will be required.

DATED: January 30, 2015

/s/ J.S. Whang
J.S. Whang, President

ATTEST:

/s/ Bradley C. Anderson
Bradley C. Anderson, Secretary

Exhibit 10.1

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made by and between Amtech Systems, Inc. (the "Company"), an Arizona corporation, and Paul J. van der Wansem (the "Executive"), this 21st day of October, 2014.

WHEREAS, pursuant to the Merger Agreement between Company and BTU International, Inc. ("Beta") dated October 21, 2014 (the "Merger Agreement"), Beta will become a wholly-owned subsidiary of Company; and

WHEREAS, Executive has served as the Chairman and Chief Executive Officer of Beta; and

WHEREAS, Executive's employment with Beta will be terminated in connection with the closing of the Merger Agreement; and

WHEREAS, subject to the terms and conditions hereinafter set forth, the Company wishes to employ the Executive as a Member of its Management Executive Committee, and the Executive wishes to accept such employment;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, terms, provisions and conditions set forth in this Agreement, the parties hereby agree:

1. EMPLOYMENT. Subject to the terms and conditions set forth in this Agreement, the Company hereby offers and the Executive hereby accepts employment.

2. TERM. Subject to earlier termination as hereafter provided, this Agreement shall have a one-year term, which term shall commence on the first day after the closing of the Merger Agreement (the "First Day of Employment") and conclude on the one-year anniversary after the First Day of Employment. The term of this Agreement, which is the period during which the Executive is employed, is hereafter referred to as "the term of this Agreement" or "the term hereof." For the avoidance of doubt, this Agreement shall have no force or effect until the closing of the Merger Agreement.

3. CAPACITY AND PERFORMANCE.

(a) During the term hereof, the Executive shall serve the Company as a Member of its Management Executive Committee in accordance with the Company' bylaws. The Executive shall report directly to the Executive Chairman of the Company, and shall comply with the lawful and reasonable directives of the Executive Chairman of the Company (the "Executive Chairman") and the Board of Directors of the Company (the "Board"). For a period of three (3) years following the First Day of Employment, the Company shall use its best efforts to assure that the nomination of the Executive is included as part of the Company's slate of directors to be recommended for election by the stockholders at each appropriate annual meeting of the stockholders, provided that the Executive is otherwise eligible for such election, and this obligation of the Company shall survive the termination of this Agreement.

(b) During the term hereof, the Executive shall be employed by the Company on a full-time basis and shall perform and discharge, faithfully, diligently and to the best of his ability, his duties and responsibilities hereunder. During the term hereof, the Executive's duties shall include (i) advising the Executive Chairman with respect to the Company's mergers and acquisitions and

divestitures; (ii) maintain communications with Beta management personnel and familiarity with Beta operations sufficient to enable Executive to provide counsel to the Board and the Management Executive Committee with respect to the operation of the Beta business; (iii) provide leadership with respect to the Company's microwave plans; (iv) in accordance with the Company's applicable bylaws, serve as a member of the Company's Management Executive Committee and provide strategic advice, counsel and guidance and participate in meetings of the Management Executive Committee; and (v) and such duties and responsibilities, commensurate with his position and enumerated duties as may from time to time be prescribed by the Executive Chairman or by the Board.

(c) During the term hereof, the Executive shall devote his full business time and his best efforts, business judgment, skill and knowledge exclusively to the advancement of the business and interests of the Company and its Affiliates and to the discharge of his duties and responsibilities hereunder. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental or academic position during the term of this Agreement, except as may be expressly approved in advance by the Executive Chairman or the Board in writing, which approval shall not be unreasonably withheld; provided, however, that the Executive shall not be prohibited from devoting time to non-business related activities, so long as such activities do not prevent or materially interfere with the Executive's performance of his obligations hereunder. Except when reasonably required to travel in connection with the performance of his duties under this Agreement, the Executive shall perform his duties under this Agreement primarily at his current office location in the North Billerica, Massachusetts area.

4. COMPENSATION AND BENEFITS. As compensation for all services performed by the Executive under and during the term hereof and subject to performance of the Executive's duties and of the obligations of the Executive to the Company and its Affiliates, pursuant to this Agreement or otherwise:

(a) Base Salary. During the term hereof, the Company shall pay the Executive a base salary at the rate of Three Hundred Fifty Thousand Dollars ($350,000) per annum, payable in accordance with the payroll practices of the Company for its executives (the "Base Salary.

(b) Stock Options. On the date hereof, Executive shall receive a grant of 30,000 options to purchase common stock of the Company in accordance with the provisions of the Company's 2007 Employee Stock Incentive Plan (the "Plan") and the applicable award agreement between Executive and the Company (the "Award Agreement"), such options to vest equally over three (3) years from the date of grant. In accordance with and subject to the terms of the Plan and the Award Agreement, such options shall continue to vest during the term hereof and thereafter while this Agreement or the consulting agreement referenced in Section 19 of this Agreement remains in effect. In the event the Company terminates this Agreement without Cause (as defined below) or the Executive resigns for Good Reason (as defined below), upon the effective date of such termination, all unvested options held by Executive shall immediately vest. In the event this Agreement is terminated by mutual agreement of the Company and the Executive during the term hereof, one third of the unvested options held by the Executive shall immediately vest. The remaining options shall continue to vest while the consulting agreement remains in effect. If the consulting agreement is terminated by the Company without Good Cause or by the Executive for Good Reason (as defined in that agreement), all unvested options then held by the Executive shall immediately vest.

(c) Vacations. During the term hereof, the Executive shall be entitled to up to six (6) weeks of vacation per year, to be taken at such times and intervals as shall be determined by the Executive, subject to the reasonable business needs of the Company. Vacation shall otherwise be governed by the policies of the Company, as in effect from time to time.

(d) Other Benefits. During the term hereof and subject to any contribution therefor generally required of executives of the Company, the Executive shall be entitled to participate in any and all employee benefit plans from time to time in effect for executives of the Company generally (including, without limitation, the 2015 option grants to executives under the Plan) at the levels and under the terms as determined by the compensation committee of the Company's Board of Directors in its sole discretion and subject to the terms of the Plan. Such participation shall be subject to the terms of the applicable plan documents and generally applicable Company policies. The Company may alter, modify, add to or delete its employee benefit plans at any time as it, in its sole judgment, determines to be appropriate, without recourse by the Executive. In addition, during the term hereof, the Company shall pay Executive, commencing on the First Day of Employment and continuing during the term of this Agreement, an automobile allowance at the rate of One Thousand Five Hundred Dollars ($1,500.00) per month; such payments shall be in lieu of reimbursing the Executive for the business use of the Executive's personal automobile during the term hereof, and such payments shall not constitute compensation for purposes of any benefit plan maintained by the Company, except as may be otherwise specifically provided in the governing documents of any such plan. In addition, during the term hereof, the Company shall reimburse Executive for the cost of gasoline, routine maintenance and automobile insurance associated with his use of an automobile; provided Executive submits satisfactory documentation as may be specified by the Company. The Executive may continue to use his current office and shall continue to have substantially the same business travel arrangements during the term of this Agreement. The Company shall also permit the Executive to utilize the services of the Executive's assistant to perform up to six (6) hours per week of services for Executive unrelated to Executive's performance of his duties under this Agreement, provided such services are not related to activities prohibited by this Agreement.

(e) Business Expenses. The Company shall pay or reimburse the Executive for all reasonable business expenses incurred or paid by the Executive in the performance of his duties and responsibilities hereunder, subject to any reasonable limit and other reasonable restrictions on such expenses set by the Board and subject to such reasonable substantiation and documentation as may be specified by the Company from time to time.

5. TERMINATION OF EMPLOYMENT. Notwithstanding the provisions of Section 2 hereof, the Executive's employment hereunder shall terminate under the following circumstances:

(a) Death. In the event of the Executive's death during the term hereof, the Executive's employment hereunder shall immediately and automatically terminate. For purposes of this Agreement, the date of termination of the Executive's employment hereunder is referred to as the "Separation Date." In such event, the Company shall pay to the Executive's designated beneficiary or, if no beneficiary has been designated by the Executive, to his estate, (i) the Base Salary earned but not paid through the Separation Date, (ii) pay for any vacation time earned but not used through the Separation Date, and (iii) any business expenses incurred by the Executive but that had not yet been reimbursed on the Separation Date, provided that such expenses and the required substantiation and documentation are submitted within ninety (90) days of termination and that such expenses are reimbursable under Company policy (all of the foregoing, "Final Compensation)." The Company shall have no further obligation to the Executive hereunder.

(b) Disability.

(i) The Company may terminate the Executive's employment hereunder, upon notice to the Executive, in the event that the Executive becomes disabled during his employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of his duties and responsibilities hereunder, with or without reasonable accommodation, for ninety (90) consecutive calendar days or an aggregate of one hundred twenty (120) days during any period of three hundred and sixty-five (365) consecutive calendar days. In the event of such termination, the Company shall have no further obligation to the Executive hereunder, other than for payment of Final Compensation.

(ii) The Board may designate another employee to act in the Executive's place during any period of the Executive's disability. Notwithstanding any such designation, the Executive shall continue to receive the Base Salary in accordance with Section 4(a) and benefits in accordance with Section 4(d), to the extent permitted by the then-current terms of the applicable benefit plans, until the Executive becomes eligible for disability income benefits under the Company's disability income plan or until the termination of his employment, whichever shall first occur.

(iii) While receiving disability income payments under the Company's disability income plan, the Executive shall not be entitled to receive any Base Salary under Section 4(a) hereof, but shall continue to participate in Company benefit plans in accordance with Section 4(d) and the terms of such plans, until the termination of his employment.

(iv) If any question shall arise as to whether during any period the Executive is disabled through any illness, injury, accident or condition of either a physical or psychological nature so as to be unable to perform substantially all of his duties and responsibilities hereunder, the Executive may, and at the request of the Company shall, submit to a medical examination by a physician selected by the Company to whom the Executive or his duly appointed guardian, if any, has no reasonable objection to determine whether the Executive is so disabled and such determination shall for the purposes of this Agreement be conclusive of the issue. If such question shall arise and the Executive shall fail to submit to such medical examination, the Company's determination of the issue shall be binding on the Executive.

(c) By the Company for Cause. The Company may terminate the Executive's employment hereunder for Cause at any time upon notice to the Executive setting forth in reasonable detail the nature of such Cause. The following events shall constitute Cause for termination:

(i) The final written determination by the Board of Directors of the Company, after thirty (30) days' prior written notice to the Executive and the opportunity for the Executive to be heard by the Board of Directors, that the Executive has materially failed to perform his duties and responsibilities to the Company or any of its Affiliates (other than by reason of disability), or acted in a materially negligent manner with respect to his duties and responsibilities to the Company or any of its Affiliates;

(ii) The final written determination by the Board of Directors of the Company, after thirty (30) days' prior written notice to the Executive and the opportunity for

the Executive to be heard by the Board of Directors, that the Executive has materially breached any material provision of this Agreement or any other agreement with the Company or any of its Affiliates;

(iii) The commission of fraud, embezzlement or theft by the Executive with respect to the Company or its Affiliates; or

(iv) The commission by the Executive of any felony or any other crime involving dishonesty or moral turpitude.

Upon the giving of notice of termination of the Executive's employment hereunder for Cause, the Company shall have no further obligation to the Executive hereunder, other than for payment of Final Compensation.

(d) By the Executive without Good Reason. The Executive may terminate his employment hereunder at any time upon one (1) months' notice to the Company. Upon the effective date of such termination of the Executive's employment hereunder, the Company shall have no further obligation to the Executive hereunder, other than for payment of Final Compensation.

(e) By the Company other than for Cause and by the Executive with Good Reason. The Company may terminate the Executive's employment hereunder other than for Cause at any time. The Executive may terminate this Agreement for Good Reason at any time. "Good Reason" shall mean any of the following circumstances unless remedied by the Company within thirty (30) days after receipt of written notification from the Executive that such circumstances exist or have occurred: (i) material diminution in the nature or scope of the Executive's responsibilities, duties or authority; provided, however, that any diminution of the business of the Company or any of its Affiliates shall not constitute Good Reason; (ii) material reduction of the Executive's compensation and/or benefits; or (iii) any material failure by the Company to comply with any of the material provisions of this Agreement. In the event of such termination by the Company without Cause or by the Executive for Good Reason, the Company shall continue to pay the Executive the Base Salary at the rate in effect on the date of termination through the one-year anniversary of the First Day of Employment.

(f) By Mutual Agreement. The Company and the Executive may terminate this Agreement by mutual agreement. In such event, unless the parties agree otherwise, the consulting agreement referenced in Section 19 of this Agreement will become effective.

6. EFFECT OF TERMINATION. The provisions of this Section 6 shall apply to termination pursuant to Section 5 or otherwise.

(a) The benefits specified under the applicable termination provision of Section 5 shall constitute the entire obligation of the Company and its Affiliates to the Executive hereunder.

(b) Except as otherwise provided in this Agreement and by applicable law, benefits shall terminate pursuant to the terms of the applicable benefit plans based on the date of termination of the Executive's employment.

(c) Provisions of this Agreement shall survive any termination if so provided herein or if necessary or desirable to accomplish the purposes of other surviving provisions,

including without limitation the obligations of the Executive under Sections 7, 8 and 9 hereof. The Executive recognizes that, except as expressly provided in Section 5, no compensation is earned hereunder after termination of employment.

7. CONFIDENTIAL INFORMATION.

(a) In the course of the term of this Agreement, it is anticipated that the Executive shall have access to Confidential Information (as defined in Section 13) owned by the Company and its Affiliates. The Executive recognizes and acknowledges that included within the Confidential Information are the Company's confidential commercial information, technology, methods of manufacture, designs, and any computer programs, source codes, object codes, executable codes and related materials, all as they may exist from time to time, and that they are valuable special and unique aspects of the Company's business. All such Confidential Information shall be and remain the property of the Company. Except as required by his duties to the Company, the Executive shall not, directly or indirectly, either during the term of his employment or at any time thereafter, disclose or disseminate to anyone or make use of, for any purpose whatsoever, any Confidential Information. Upon termination of his employment, the Executive shall promptly deliver to the Company all Confidential Information (including all copies thereof, whether prepared by the Executive or others) which are in the possession or under the control of the Executive. The Executive shall not be deemed to have breached this Section 7 if the Executive shall be specifically compelled by lawful order of any judicial, legislative, or administrative authority or body to disclose any Confidential Information or else face civil or criminal penalty or sanction.

(b) The Executive hereby agrees that damages and any other remedy available at law would be inadequate to redress or remedy any loss or damage suffered by the Company upon any breach of the terms of this Section 7 by the Executive, and the Executive therefore agrees that the Company, in addition to recovering on any claim for damages or obtaining any other remedy available at law, also may enforce the terms of this Section 7 by injunction or specific performance, and may obtain any other appropriate remedy available in equity.

8. ASSIGNMENT OF RIGHTS TO INTELLECTUAL PROPERTY. The Executive shall promptly and fully disclose all Intellectual Property, as defined in Section 13 below, to the Company. The Executive hereby assigns and agrees to assign to the Company (or as otherwise directed by the Company) the Executive's full right, title and interest in and to all Intellectual Property. The Executive agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company and to permit the Company to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. The Executive will not charge the Company for time spent in complying with these obligations. All copyrightable works that the Executive creates shall be considered "work made for hire."

9. RESTRICTED ACTIVITIES. The Executive agrees that some restrictions on his activities during and after his employment are necessary to protect the goodwill, Confidential Information and other legitimate interests of the Company and its Affiliates.

(a) The Executive agrees that, except in accordance with his duties under this Agreement on behalf of the Company, he will not during the term of this Agreement or for a period of two years after the end of the term of this Agreement (the "Non-Competition Period") participate

in, be employed in any capacity by, serve as director, consultant, agent or representative for, or have any interest, directly or indirectly, in any enterprise which is engaged in the business of distributing, selling or otherwise trading in products or services which are competitive to any products or services distributed, sold or otherwise traded in by the Company or any of its subsidiaries during the term of the Executive's employment with the Company, or which are competitive to any products or services being actively developed, with the bona fide intent to market same, by the Company or any of its subsidiaries during the term of the Executive's employment with the Company. In addition, the Executive agrees that, during the Non-Competition Period, the Executive shall observe the covenants set forth in this Section 9 and shall not own, either directly or indirectly or through or in conjunction with one or more members of his or his spouse's family or through any trust or other contractual arrangement, a greater than five percent (5%) interest in, either directly or indirectly, any partnership, corporation, or other entity which distributes, sells, or otherwise trades in products which are competitive to any products or services being developed, distributed, sold, or otherwise traded in by the Company or any of its subsidiaries, during the term of this Agreement, or being actively developed by the Company or any of its subsidiaries during the term of this Agreement with the Company with a bona fide intent to market same. Executive further agrees, during the Non-Competition Period, to (i) refrain from directly or indirectly soliciting Company's vendors, customers or employees, except that the Executive may solicit the Company's vendors or customers in connection with a business that does not compete with the Company or any of its subsidiaries; and (ii) refrain from initiating, promoting or consulting with any third party with respect to any effort by any third party to acquire beneficial ownership (as defined under Rule 13d-3 of the Securities Exchange Act of 1934) of the voting securities of the Company, or all or a material portion of the assets of the Company and its subsidiaries pursuant to a merger, consolidation, sale of shares of capital stock, sale of assets, tender offer or exchange offer or similar transaction involving the Company or any of its subsidiaries, assisting, encouraging or otherwise participating in any proxy contest with respect to matters submitted to a vote of the Company's shareholders.

(b) The Executive hereby agrees that damages and any other remedy available at law would be inadequate to redress or remedy any loss or damage suffered by the Company upon any breach of the terms of this Section 9 by the Executive, and the Executive therefore agrees that the Company, in addition to recovering on any claim for damages or obtaining any other remedy available at law, also may enforce the terms of this section 9 by injunction or specific performance, and may obtain any other appropriate remedy available in equity.

10. NOTIFICATION REQUIREMENT. During the Non-Competition Period, the Executive shall give notice to the Company of each new business activity he plans to undertake which business is the same as or similar to the business of the Company, as soon as reasonably practicable after the Executive finalizes his intention to engage in such activity. The Executive shall provide the Company with such other pertinent information concerning such business activity as the Company may reasonably request in order to determine the Executive's continued compliance with his obligations under Sections 7, 8 and 9 hereof.

11. ENFORCEMENT OF COVENANTS. The Executive acknowledges that he has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed upon him pursuant to Sections 7, 8 and 9 hereof. The Executive agrees that said restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. The Executive further acknowledges that, were he to breach any of the covenants contained in Sections 7, 8 or 9 hereof, the damage to the Company would be irreparable. The

Executive therefore agrees that the Company, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any of said covenants, without having to post bond. The parties further agree that, in the event that any provision of Section 7, 8 or 9 hereof shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

12. CONFLICTING AGREEMENTS. Each of the Executive and the Company hereby represents and warrants that the execution of this Agreement and the performance of his or its obligations hereunder will not breach or be in conflict with any other agreement to which the Executive or the Company is a party or is bound. The Executive represents and warrants that he is not now subject to any covenants against competition or similar covenants or any court order or other legal obligation that would affect the performance of his obligations hereunder. The Executive will not disclose to or use on behalf of the Company any proprietary information of a third party without such party's consent.

13. DEFINITIONS. Words or phrases which are initially capitalized or are within quotation marks shall have the meanings provided in this Section and as provided elsewhere herein. For purposes of this Agreement, the following definitions apply:

(a) "Affiliates" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by either management authority or equity interest.

(b) "Confidential Information" means any and all information of the Company and its Affiliates that is not generally known by others with whom they compete or do business, or with whom any of them plans to compete or do business and any and all information, publicly known in whole or in part or not, which, if disclosed by the Company or its Affiliates would assist in competition against them. Confidential Information includes without limitation such information relating to (i) the development, research, testing, manufacturing, marketing and financial activities of the Company and its Affiliates, (ii) the Products, (iii) the costs, sources of supply, financial performance and strategic plans of the Company and its Affiliates, (iv) the identity and special needs of the customers of the Company and its Affiliates and (v) the people and organizations with whom the Company and its Affiliates have business relationships and those relationships. Confidential Information also includes any information that the Company or, any of its Affiliates have received, or may receive hereafter, belonging to customers or others with any understanding, express or implied, that the information would not be disclosed.

(c) "Intellectual Property" means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by the Executive (whether alone or with others, whether or not during normal business hours or on or off Company premises) during the Executive's employment that relate to either the Products or any prospective activity of the Company or any of its Affiliates or that make use of Confidential Information or any of the equipment or facilities of the Company or any of its Affiliates.

(d) “Person” means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization, other than the Company or any of its Affiliates.

(e) “Products” mean all products planned, researched, developed, tested, manufactured, sold, licensed, leased or otherwise distributed or put into use by the Company or any of its Affiliates, together with all services provided or planned by the Company or any of its Affiliates, during the Executive’s employment.

14. WITHHOLDING. All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law.

15. ASSIGNMENT. Neither the Company nor the Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement without the consent of the Executive in the event that the Executive is transferred to a position with any of the Affiliates or in the event that the Company shall hereafter affect a reorganization, consolidate with, or merge into, any Person or transfer all or substantially all of its properties or assets to any Person. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, their respective successors, executors, administrators, heirs and permitted assigns.

16. SEVERABILITY. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

18. NOTICES. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, registered or certified, and addressed to the Executive at his last known address on the books of the Company or, in the case of the Company, at its principal place of business, attention of the Board of Directors, or to such other address as either party may specify by notice to the other actually received.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Executive’s employment. Notwithstanding the foregoing, the Company and the Executive acknowledge that, contemporaneous with the Executive’s and the Company’s executing this Agreement, the Executive and the Company are executing the Consulting Agreement attached hereto as Exhibit A. If during the term hereof the Company terminates this Agreement and the Executive’s employment without Cause or the Executive

terminates this Agreement and his employment for Good Reason, then the Company shall pay the Executive the installment amounts provided for in Section 5 of the Consulting Agreement at the times of payment specified in such Section 5 and, for two (2) months, shall permit the Executive to continue to utilize the services of the Executive's assistant for up to six (6) hours per week of services unrelated to the Executive's duties under this Agreement, and provided such services are not related to activities prohibited by this Agreement.

20. AMENDMENT. This Agreement may be amended or modified only by a written instrument signed by the Executive and by an expressly authorized representative of the Company.

21. HEADINGS. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

22. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

23. GOVERNING LAW. This contract shall be construed and enforced under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument by the Company, by its duly authorized representative, and by the Executive, as of the date first above written.

Amtech Systems, Inc.	**Executive**
By: /s/ Fokko Pentinga	/s/ Paul J. van der Wansem
Fokko Pentinga	Paul J. van der Wansem

Its: President and Chief Executive Officer

[Signature Page to van der Wansem Employment Agreement]

Exhibit 10.2

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made as of October 21, 2014 by and between Amtech Systems, Inc., an Arizona corporation (the "Company"), and Paul J. van der Wansem, an individual ("Consultant").

WHEREAS, contemporaneous with the execution of this Agreement, Consultant and the Company are entering into an Employment Agreement (the "Employment Agreement") under which the Company shall employ Consultant as an employee for a one-year term unless the Employment Agreement is terminated prior to the expiration of the one-year term; and

WHEREAS, the Company desires to retain Consultant as an independent contractor following the conclusion of the term of the Employment Agreement of the Company in order to obtain Consultant's services as provided in this Agreement; and

WHEREAS, the parties desire to memorialize their relationship and the terms under which Consultant will provide services to the Company;

NOW, THEREFORE, in consideration of foregoing premises and the terms, provisions and conditions set forth in this Agreement,

1. Independent Contractor. In accordance with the mutual intentions of the Company and Consultant, this Agreement establishes between the parties an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. Consultant acknowledges that he is not an employee of the Company, and there is no intention to create by this Agreement an employer-employee relationship.

2. Services. The Company shall engage Consultant, and Consultant shall provide consulting, strategic and advisory services as requested by the Company relating to the business and operation of the Company's business, including BTU International (the "Services"). The scope of the Services may be amended from time to time by the mutual consent of the parties. Consultant shall have the discretion to determine the manner and means by which the Services are provided to the Company. The Company and the Consultant anticipate that Consultant will provide in the range of 500 to 600 hours per year during the term of this Agreement as provided in Section 3. Except to the extent reasonable travel is required in connection with Consultant's delivery of the Services, Consultant shall provide the Services primarily at the location of BTU International in the North Billerica, Massachusetts area. Consultant shall have use of the same office he had on his last date of employment with the Company, or a similar office reasonably acceptable to Consultant. Consultant shall receive the support of an executive assistant employed by the Company, and such executive assistant may be utilized by Consultant to provide up to six (6) hours per week of services in connection with matters unrelated to the Services, provided the executive assistant is not utilized to render services to Consultant in connection with activity prohibited by this Agreement.

3. Term. This Agreement shall become effective and commence one day after the Employment Agreement and Consultant's employment with the Company is terminated (the

"Effective Date"); provided, however, that this Agreement shall not become effective or commence in the event the Employment Agreement and the Consultant's employment with the Company is terminated prior to the conclusion of the one-year term provided for in the Employment Agreement, unless terminated by mutual agreement of the Company and the Consultant. For the avoidance of doubt, (i) this Agreement shall have no force or effect until the closing of the Merger Agreement; and (ii) if the Employment Agreement and Consultant's employment are terminated as a result of Consultant's death, by the Company as a result of Consultant's disability or either for "Cause" or without "Cause" as that term is defined in the Employment Agreement, or by Consultant either for "Good Reason" or without "Good Reason" as that term is defined in the Employment Agreement, then this Agreement shall not commence or become effective. If this Agreement becomes effective, it shall terminate twenty-four (24) months after the Effective Date, unless earlier terminated by either party pursuant to Section 4 of this Agreement.

4. Termination. Consultant may terminate this Agreement for Good Reason or without Good Reason (as defined below) by giving thirty (30) days written notice to the Company, and the Company may terminate this Agreement for Cause (as defined below) or without Cause by giving thirty (30) days written notice to Consultant. This Agreement shall be terminated as of the date specified in such notice. If both parties give notice, the earlier termination date shall control. In the event of Consultant's death, this Agreement shall automatically terminate. The Company may terminate this Agreement upon notice to Consultant in the event Consultant becomes disabled during the term of this Agreement through any illness, injury, accident or condition of either a physical or psychological nature which, as a result, renders Consultant unable to perform substantially all of his duties and responsibilities hereunder, with or without reasonable accommodation, for ninety (90) consecutive calendar days or an aggregate of one hundred twenty (120) days during any period of three hundred and sixty-five (365) consecutive calendar days. For purposes of this Agreement, "Cause" shall mean (a) the final written determination by the Board of Directors of the Company, after thirty (30) days' prior written notice to Consultant and the opportunity for Consultant to be heard by the Board of Directors, that Consultant has materially failed to perform his duties and responsibilities to the Company or acted in a materially negligent manner with respect to his duties and responsibilities to the Company or any of its Affiliates (as defined below); (b) the final written determination by the Board of Directors of the Company, after thirty (30) days' prior written notice to Consultant and the opportunity for the Executive to be heard by the Board of Directors, that Consultant has materially breached any material provision of this Agreement or any other agreement with the Company or any of its Affiliates; (c) the commission of fraud, embezzlement or theft by Consultant with respect to the Company or its Affiliates; or (d) the commission by Consultant of any felony or any other crime involving dishonesty or moral turpitude. For purposes of this Agreement, "Affiliates" shall mean all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by either management authority or equity interest. For purposes of this Agreement, "Good Reason" shall mean any of the following circumstances unless remedied by the Company within thirty (30) days after receipt of written notification from Consultant that such circumstances exist or have occurred: (i) material diminution in the nature or scope of Consultant's responsibilities or duties or authority; (ii) material reduction of Consultant's compensation; or (iii) any material failure by the Company to comply with any of the material provisions of this Agreement. In the event Consultant terminates this Agreement without Good Reason or the Company terminates this

Agreement for Cause or as a result of Consultant's disability or in the event this Agreement terminates due to Consultant's death, the Company shall have no further obligation to Consultant to provide any compensation or remuneration to Consultant. In the event the Company terminates this Agreement without Cause or Consultant terminates this Agreement for Good Reason, the Company shall remain obligated to provide to Consultant the compensation provided for in Section 5 of this Agreement during the remainder of the term of this Agreement following such termination, and all unvested options held by Consultant shall immediately vest, as provided in Section 4(b) of the Employment Agreement.

5. Compensation. During the term of this Agreement, the Company shall pay to Consultant for the Services provided to the Company the amount of $22,083.33 per month (the "Fee"). The Fee shall constitute full payment for Consultant's services to the Company from and after the Effective Date, and Consultant shall not receive any additional benefits, compensation, or remuneration. During the term of this Agreement, the Company shall pay the Fee to Consultant on the fifteenth (15th) day of the month following the month in which Services are provided.

6. Performance. Consultant agrees to furnish personal services as provided herein as an independent contractor using his own tools, equipment, supplies, means and methods. Consultant represents and warrants that he has full knowledge of, understands and will comply with all federal, state and local laws, rules and regulations related to the Company's business operations and governing Consultant's performance under this Agreement. The Company shall reimburse Consultant for documented, authorized, and reasonable out-of-pocket expenses incurred by Consultant in connection with the performance of the Services within thirty (30) days of the Company's receipt of an invoice from Consultant documenting such expenses.

7. Tax Liability. Consultant agrees to accept exclusive liability for the payment of all taxes arising from or relating to Consultant's services to the Company pursuant to this Agreement, including, without limitation, income or payroll taxes or contributions for unemployment insurance or old age pensions or annuities or social security payments which are measured by the wages, salaries or other remuneration paid to Consultant and to reimburse the Company for such taxes or contributions which the Company may be compelled to pay. Consultant further agrees to comply with all valid administrative regulations respecting the assumption of liability for such taxes and contributions.

8. Use of Company Name. Consultant shall use the Company's name(s), symbol(s), trademarks or any other types of identification (the "Marks"), whether the same or similar as created by the Company, only as authorized by the Company and for the purpose of fulfilling the terms of this Agreement. Upon termination of this Agreement, Consultant shall immediately stop using for his own benefit or the benefit of another person any of the Marks. Consultant acknowledges that the Company is the exclusive owner of and has all right, title and interest in and to the Marks, and further agrees that all use of the Marks by it shall inure exclusively to the benefit of the Company.

9. Confidential Information and Restricted Activities.

a. Confidential Information. In the course of the term of this Agreement, it is anticipated that Consultant shall have access to Confidential Information (as defined below) owned by the Company. Consultant recognizes and acknowledges that included within the Confidential Information are the Company's confidential commercial information, technology, methods of manufacture, designs, and any computer programs, source codes, object codes, executable codes and related materials, all as they may exist from time to time, and that they are valuable special and unique aspects of the Company's business. All such Confidential Information shall be and remain the property of the Company. Except as required by his duties to the Company, the Consultant shall not, directly or indirectly, either during the term of this Agreement or at any time thereafter, disclose or disseminate to anyone or make use of, for any purpose whatsoever, any Confidential Information. Upon termination of this Agreement, the Consultant shall promptly deliver to the Company all Confidential Information (including all copies thereof, whether prepared by Consultant or others) which are in the possession or under the control of Consultant. Consultant shall not be deemed to have breached this section if Consultant shall be specifically compelled by lawful order of any judicial, legislative, or administrative authority or body to disclose any Confidential Information or else face civil or criminal penalty or sanction. "Confidential Information" means any and all information of the Company and its Affiliates that is not generally known by others with whom they compete or do business, or with whom any of them plans to compete or do business and any and all information, publicly known in whole or in part or not, which, if disclosed by the Company or its Affiliates would assist in competition against them. Confidential Information includes without limitation such information relating to (i) the development, research, testing, manufacturing, marketing and financial activities of the Company and its Affiliates, (ii) the Products (as defined below), (iii) the costs, sources of supply, financial performance and strategic plans of the Company and its Affiliates, (iv) the identity and special needs of the customers of the Company and its Affiliates and (v) the people and organizations with whom the Company and its Affiliates have business relationships and those relationships. Confidential Information also includes any information that the Company or, any of its Affiliates have received, or may receive hereafter, belonging to customers or others with any understanding, express or implied, that the information would not be disclosed. "Products" means all products planned, researched, developed, tested, manufactured, sold, licensed, leased or otherwise distributed or put into use by the Company or any of its Affiliates, together with all services provided or planned by the Company or any of its Affiliates, during the Executive's employment.

b. Restricted Activities. Consultant agrees that some restrictions on his activities during and after the termination of this Agreement are necessary to protect the goodwill, Confidential Information and other legitimate interests of the Company. Consultant agrees that, except in accordance with his duties under this Agreement on behalf of the Company, he will not during the term of this Agreement or for a period of two years after the end of the term of this Agreement (the "Non-Competition Period") participate in, be employed in any capacity by, serve as director, consultant, agent or representative for, or have any interest, directly or indirectly, in any enterprise which is engaged in the business of distributing, selling or otherwise trading in products or services which are competitive to any products or services distributed, sold or otherwise traded in by the Company or any of its subsidiaries during the term of this Agreement, or which are competitive to any products or services being actively

developed, with the bona fide intent to market same, by the Company or any of its subsidiaries during the term of this Agreement. In addition, Consultant agrees that, during the Non-Competition Period, Consultant shall observe the covenants set forth in this section and shall not own, either directly or indirectly or through or in conjunction with one or more members of his or his spouse's family or through any trust or other contractual arrangement, a greater than five percent (5%) interest in, either directly or indirectly, any partnership, corporation, or other entity which distributes, sells, or otherwise trades in products which are competitive to any products or services being developed, distributed, sold, or otherwise traded in by the Company or any of its subsidiaries, during the term of this Agreement, or being actively developed by the Company or any of its subsidiaries during the term of this Agreement with the Company with a bona fide intent to market same. Consultant further agrees, during the Non-Competition Period, to (i) refrain from directly or indirectly soliciting Company's vendors, customers or employees, except that Consultant may solicit the Company's vendors or customers in connection with a business that does not compete with the Company or any of its subsidiaries; and (ii) refrain from initiating, promoting or consulting with any third party with respect to any effort by any third party to acquire beneficial ownership (as defined under Rule 13d-3 of the Securities Exchange Act of 1934) of the voting securities of the Company, or all or a material portion of the assets of the Company and its subsidiaries pursuant to a merger, consolidation, sale of shares of capital stock, sale of assets, tender offer or exchange offer or similar transaction involving the Company or any of its subsidiaries, assisting, encouraging or otherwise participating in any proxy contest with respect to matters submitted to a vote of the Company's shareholders. Consultant hereby agrees that damages and any other remedy available at law would be inadequate to redress or remedy any loss or damage suffered by the Company upon any breach of the terms of this section by Consultant, and Consultant therefore agrees that the Company, in addition to recovering on any claim for damages or obtaining any other remedy available at law, also may enforce the terms of this section by injunction or specific performance, and may obtain any other appropriate remedy available in equity.

c. Enforcement of Covenants. Consultant hereby agrees that damages and any other remedy available at law would be inadequate to redress or remedy any loss or damage suffered by the Company upon any breach of the terms of this section by Consultant, and the Consultant therefore agrees that the Company, in addition to recovering on any claim for damages or obtaining any other remedy available at law, also may enforce the terms of this section by injunction or specific performance, and may obtain any other appropriate remedy available in equity. Consultant acknowledges that he has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed upon him pursuant to this section. Consultant agrees that said restraints are necessary for the reasonable and proper protection of the Company and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. Consultant further acknowledges that, were he to breach any of the covenants contained in this section, the damage to the Company would be irreparable. Consultant therefore agrees that the Company, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by Consultant of any of said covenants, without having to post bond. The parties further agree that, in the event that any provision of this Section shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such

provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

10. Ownership. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes or works of authorship developed or created by Consultant during the term of this Agreement (the "Work Product") shall belong exclusively to the Company and shall, to the fullest extent possible, be considered *a work made for hire* for the Company within the meaning of Title 17 of the United States Code. Consultant hereby assigns, without any requirement of further consideration, any right, title or interest Consultant may have in such Work Product, including any copyrights or other intellectual property rights pertaining thereto. Upon request of the Company, Consultant shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment. All records, documents, software, computer disks, and any other form of information relating to the Company, which are or were prepared or created by Consultant and its employees, agents and subcontractors, or which may or did come into Consultant's possession during the term of this Agreement, including any and all copies thereof, shall be returned to the Company upon termination of this Agreement or within ten (10) days following a request for same from Company at any time during the term of this Agreement.

11. Further Assurance. Each of the parties hereby agrees to execute and delivery such documents and to take such other actions at any time and from time to time hereunder as may be reasonably requested by the other party to carry out the provisions or purposes of this Agreement.

12. Successors. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns. No party may assign any of such party's rights or obligations under this Agreement without the prior written consent of the other party.

13. Severability. In the event that any provision of this Agreement is later determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed severed herefrom and such severance shall not affect the legality, validity or enforceability of the other provisions hereof.

14. Governing Law. This contract shall be construed and enforced under and be governed in all respects by the laws of the State of Delaware, without regard to the conflict of laws principals thereof.

15. Entire Agreement. Except any prior agreement which expressly survives its termination, including the terms of any employment agreement between Consultant and the Company containing restrictive covenants which survived the termination of Consultant's prior employment with the Company, this Agreement supersedes all prior agreements between the parties, including any verbal or written agreements, concerning the subject matter hereof and this Agreement constitutes the entire agreement between the parties with respect thereto. This Agreement may be modified only with a written instrument duly executed by each of the parties. No person has any authority to make any representation or promise on behalf of any of the

parties not set forth herein and this Agreement has not been executed in reliance upon any representation or promise except those contained herein.

16. Relationship of Parties. Neither party is the partner, agent, employee or representative of the other, and nothing in this Agreement shall be construed or deemed to create a partnership, joint venture, agency or employment relationship between the Company and Consultant.

[Remainder of page intentionally left blank]

By signing below, the parties acknowledge reviewing and consenting to all the terms and conditions of this Consulting Agreement.

Amtech Systems, Inc.	**Consultant**
By: /s/ Fokko Pentinga	/s/ Paul J. van der Wansem
Fokko Pentinga	Paul J. van der Wansem

Its: President and Chief Executive Officer

Exhibit 99.1

AMTECH SYSTEMS COMPLETES ACQUISITION OF BTU INTERNATIONAL

Combination reinforces Amtech's Solar Growth Opportunity

Brings Together Two Industry Leaders with Greater Scale, Operating Efficiencies and End Market Diversification

TEMPE, Ariz., January 30, 2015 /PRNewswire/ — Amtech Systems, Inc. (NASDAQ: ASYS), a global supplier of production and automation systems and related supplies for the manufacture of solar cells, semiconductors, and sapphire and silicon wafers, today announced that it has completed its acquisition of BTU International (BTU).

J.S. Whang, Executive Chairman of Amtech, said, "The addition of BTU supports our business model of growth through strategic acquisition and continuous innovation. This acquisition further advances our strategy to expand our technology portfolio in adjacent markets and creates an even stronger platform to drive the growth of our solar business."

Fokko Pentinga, President and Chief Executive Officer of Amtech commented, "The combination with BTU further enhances our position as a leading, global supplier of solar and semiconductor production and automation systems. BTU provides Amtech with complementary thermal processing technologies in the semiconductor, electronics and solar sectors, and strengthens our footprint in China and other key geographic markets with attractive growth trends. Our shared focus on service, innovation and quality will further strengthen our highly respected brands and enhance our ability to best serve our customers."

Transaction Information

As previously announced on October 22, 2014, under terms of the merger agreement, BTU shareholders are entitled to receive 0.3291 of newly registered shares of Amtech common stock for each share of BTU stock they held at the time of closing.

The combined company is expected to generate $4 – 5 million of annual operating expense savings within 12 months post-closing. Amtech expects the transaction to be accretive to fiscal 2015 non-GAAP earnings per share.

In connection with the completion of the transaction, BTU ceased trading on the NASDAQ stock exchange.

About Amtech Systems, Inc.

Amtech Systems, Inc. manufactures capital equipment, including silicon wafer handling automation, thermal processing and ion implant equipment and related consumables

used in fabricating solar cells, LED and semiconductor devices. Semiconductors, or semiconductor chips, are fabricated on silicon wafer substrates, sliced from ingots, and are part of the circuitry, or electronic components, of many products including solar cells, computers, telecommunications devices, automotive products, consumer goods, and industrial automation and control systems. The Company's wafer handling, thermal processing and consumable products currently address the diffusion, oxidation, and deposition steps used in the fabrication of solar cells, LEDs, semiconductors, MEMS and the polishing of newly sliced silicon wafers.

Cautionary Note Regarding Forward-Looking Statements

Certain information contained in this press release is forward-looking in nature. All statements in this press release, or made by management of Amtech Systems, Inc. and its subsidiaries ("Amtech"), other than statements of historical fact, are hereby identified as "forward-looking statements" (as such term is defined in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended). In some cases, forward-looking statements can be identified by terminology such as "may," "will," "should," "would," "expects," "plans," "anticipates," "intends," "believes," "estimates," "predicts," "potential," "continue," or the negative of these terms or other comparable terminology or our management are intended to identify such forward-looking statements. Examples of forward-looking statements include statements regarding Amtech's future financial results, operating results, business strategies, projected costs, products under development, competitive positions, and plans and objectives of Amtech and its management for future operations. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. The Form 10-K that Amtech filed with the Securities and Exchange Commission (the "SEC") for the year-ended September 30, 2014, and the Form 10-K that BTU filed with the SEC for the year-ended December 31, 2014, listed various important factors that could affect the companies' respective future operating results and financial condition and could cause actual results to differ materially from historical results and expectations based on forward-looking statements made in this document or elsewhere by the respective companies or on their behalf. These factors can be found under the heading "Risk Factors" in the Form 10-Ks and investors should refer to them. Because it is not possible to predict or identify all such factors, any such list cannot be considered a complete set of all potential risks or uncertainties. Except as required by law, we undertake no obligation to publicly update forward-looking statements, whether as a result of new information, future events, or otherwise.

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