

INTEVAC INC

FORM DEFA14A

(Additional Proxy Soliciting Materials (definitive))

Filed 12/10/13

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**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**

**December 9, 2013
Date of Report (date of earliest event reported)**

INTEVAC, INC.
(Exact name of Registrant as specified in its charter)

State of Delaware
(State or other jurisdiction
of incorporation or organization)

0-26946
(Commission
File Number)

94-3125814
(IRS Employer
Identification Number)

**3560 Bassett Street
Santa Clara, CA 95054**
(Address of principal executive offices)

(408) 986-9888
(Registrant's telephone number, including area code)

N/A
(Former name or former address if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 9, 2013, the Board of Directors (the “Board”) of Intevac, Inc. (the “Company”) voted to increase the size of the Board from seven to eight directors and appointed, effective December 10, 2013, Matthew A. Drapkin to fill the newly created seat. In connection with his appointment to the Board, Mr. Drapkin was also appointed to the Nominating and Governance Committee.

Mr. Drapkin will receive the same compensation and indemnification as the Company’s other non-employee directors.

There are no transactions between Mr. Drapkin and the Company that would be reportable under Item 404(a) of Regulation S-K.

A copy of the press release issued by the Company regarding the appointment of Mr. Drapkin is attached as Exhibit 99.1 and incorporated herein by reference.

Item 8.01. Other Events.

On December 9, 2013, the Company entered into an agreement (the “Agreement”) with Becker Drapkin Management, L.P. and certain of its affiliates (collectively, the “Shareholder Group”). Pursuant to the Agreement, the Company agreed to expand the Board and appoint Mr. Drapkin to fill the newly created seat, as described above. In addition, the Company has agreed to include Mr. Drapkin in its slate of nominees for election to the Board at the Company’s 2014 and 2015 Annual Meetings of Stockholders and to solicit proxies in favor of his election to the Board at such meetings.

Pursuant to the Agreement, the members of the Shareholder Group have agreed to vote for the Board’s slate of nominees for directors at the 2014 and 2015 Annual Meetings of Stockholders. In addition, the Shareholder Group has agreed, until 30 days prior to the advance notice deadline for the Company’s 2016 Annual Meeting of Stockholders, to customary standstill provisions during that time that provide, among other things, that the Shareholder Group will not (a) acquire beneficial ownership of more than 17.5% of the Company’s outstanding common stock; (b) engage in or in any way participate in a solicitation of proxies or consents with respect to the Company; (c) initiate any shareholder proposals; (d) call, seek to call or request a special meeting of stockholders; or (e) make certain impermitted dispositions of the Company’s common stock.

The foregoing summary of the Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Agreement, which is attached as Exhibit 10.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 Agreement, dated as of December 9, 2013, by and among Intevac, Inc., Steven R. Becker, Matthew A. Drapkin, BC Advisors, LLC, Becker Drapkin Management, L.P., Becker Drapkin Partners (QP), L.P., and Becker Drapkin Partners, L.P.

99.1 Press Release.

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.

INTEVAC, INC.

Date: December 10, 2013

/s/ JEFFREY ANDRESON

Jeffrey Andreson

Executive Vice President, Finance and Administration,
Chief Financial Officer, Treasurer and Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Agreement, dated as of December 9, 2013, by and among Intevac, Inc., Steven R. Becker, Matthew A. Drapkin, BC Advisors, LLC, Becker Drapkin Management, L.P., Becker Drapkin Partners (QP), L.P., and Becker Drapkin Partners, L.P.
99.1	Press Release.

AGREEMENT

This Agreement, dated as of December 9, 2013 (this “**Agreement**”), is by and among Intevac, Inc., a Delaware corporation (the “**Company**”), Steven R. Becker, an individual resident of Texas (“**Becker**”), Matthew A. Drapkin, an individual resident of New York (“**Drapkin**”), BC Advisors, LLC, a Texas limited liability company, Becker Drapkin Management, L.P., a Texas limited partnership, Becker Drapkin Partners (QP), L.P., a Texas limited partnership, and Becker Drapkin Partners, L.P., a Texas limited partnership (collectively with Becker and Drapkin, the “**Shareholder Group**”).

WHEREAS, the Company and the Shareholder Group have agreed to each take and refrain from taking certain actions on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. *Definitions.* For purposes of this Agreement:

(a) The terms “**Affiliate**” and “**Associate**” have the respective meanings set forth in Rule 12b-2 promulgated by the Securities and Exchange Commission (the “**SEC**”) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and shall include persons who become Affiliates or Associates of any person subsequent to the date of this Agreement, *provided* that neither “Affiliate” nor “Associate” shall include (i) any person that is a publicly held concern and is otherwise an Affiliate or Associate solely by reason of the fact that a principal of any member of the Shareholder Group serves as a member of the board of directors or similar governing body of such concern, *provided* that the Shareholder Group does not control such concern, (ii) such principal in its capacity as a member of the board of directors or other similar governing body of such concern or (iii) any entity which is an Associate solely by reason of clause (a) of the definition of Associate in Rule 12b-2 and is not an Affiliate.

(b) “**Annual Meeting**” means any annual meeting of stockholders of the Company.

(c) The terms “**beneficial owner**” and “**beneficial ownership**” shall have the respective meanings as set forth in Rule 13d-3 promulgated by the SEC under the Exchange Act.

(d) “**Board**” means the Board of Directors of the Company.

(e) “**Common Stock**” means the common stock of the Company, par value \$0.001 per share.

(f) “**New Director**” means Drapkin and any successor to Drapkin appointed to the Board pursuant to Section 5 of this Agreement.

(g) The terms “**person**” or “**persons**” shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature, including any governmental authority.

(h) “**Standstill Period**” means the period from the date hereof until the earlier of:

(i) thirty (30) days prior to the Timely Deadline for the Annual Meeting to be held in 2016; and

(ii) such date, if any, of a breach by the Company in any material respect of any of its representations, warranties, commitments or obligations set forth in Section 2, 4, 5, 9, 10, 11, or 14 of this Agreement if such breach has not been cured within thirty (30) days following written notice of such breach (*provided* that (i) a failure to make take the actions set forth in Section 4(a)(i) and (ii), (ii) a failure to make the nomination required under Section 4(b)(i), and (iii) a failure to provide the notice of nomination required under Section 4(c) cannot be cured).

(i) “ **Timely Deadline** ” means, with respect to any Annual Meeting, the last date upon which a notice to the Secretary of the Company of nominations of persons for election to the Board at such Annual Meeting or the proposal of business at such Annual Meeting would be considered “timely” under the Company’s Certificate of Incorporation and Amended and Restated Bylaws.

2. *Representations and Warranties of the Company.* The Company represents and warrants as follows as of the date hereof:

(a) The Company has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and is enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws affecting the rights of creditors and subject to general equity principles.

(c) The execution, delivery and performance of this Agreement by the Company does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree, in each case that is applicable to the Company, or (ii) result in any material breach or material violation of, or constitute a material default (or an event which with notice or lapse of time or both could become a material default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of (A) any organizational document of the Company or (B) any agreement, contract, commitment, understanding or arrangement, in each case to which the Company is a party or by which it is bound and which is material to the Company’s business or operations.

3. *Representations and Warranties of the Shareholder Group, Etc .* Each member of the Shareholder Group severally, and not jointly, represents and warrants with respect to himself or itself as follows as of the date hereof:

(a) Such member has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby. Such member, if an entity, has the corporate, limited partnership or limited liability company power and authority, as applicable, to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly authorized, executed, and delivered by such member, constitutes a valid and binding obligation and agreement of such member and is enforceable against such member in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws affecting the rights of creditors and subject to general equity principles.

(c) The execution, delivery and performance of this Agreement by such member does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to such member, or (ii) result in any material breach or material violation of, or constitute a material default (or an event which with notice or lapse of time or both could become a material default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, (A) any organizational document, if an entity, or (B) any agreement, contract, commitment, understanding or arrangement, in each case to which such member is a party or by which such member is bound.

(d) As of the date hereof, the members of the Shareholder Group and their Affiliates and Associates beneficially own in the aggregate 1,082,365 shares of Common Stock.

(e) Drapkin consents and agrees to serve as a director of the Company as of 9:00 a.m., Pacific time, on December 10, 2013 (the “**Effective Time**”) in accordance with the terms of this Agreement.

4. *Directors; Related Matters* .

(a) On the date hereof, the Board shall, in accordance with the Company’s governance documents, adopt a resolution to:

(i) increase the size of the Board to eight (8) directors;

(ii) appoint Drapkin to the Board, as a director, effective as of the Effective Time; and

(iii) appoint Drapkin to, in the Board’s sole discretion, either the Compensation Committee or the Nominating and Governance Committee.

(b) In connection with the Annual Meeting to be held in 2014 (the “**2014 Annual Meeting**”) and the Annual Meeting to be held in 2015 (the “**2015 Annual Meeting**”), the Company will take all action necessary to effect the following:

(i) the Board and the Nominating and Governance Committee shall nominate Drapkin for election to the Board as a director at the 2014 Annual Meeting and the 2015 Annual Meeting, as applicable; and

(ii) the Company shall recommend that the Company’s stockholders vote, and shall solicit proxies, in favor of the election of Drapkin at the 2014 Annual Meeting and the 2015 Annual Meeting and otherwise support Drapkin for election in a manner no less rigorous and favorable than the manner in which the Company supports its other nominees.

(c) The Company agreed that at least thirty (30) days prior to the Timely Deadline for the Annual Meeting to be held in 2016 (the “**2016 Annual Meeting**”), the Nominating and Governance Committee will notify the Shareholder Group that it has resolved to recommend the New Director for election as director at the 2016 Annual Meeting.

(d) The Company agrees, until the conclusion of the Standstill Period, not to increase the size of the Board except as necessary to comply with the terms of this Agreement.

(e) The Company agrees that, so long as Drapkin is a member of the Board, Drapkin will be offered membership on any committee of the Board constituted to evaluate strategic opportunities for the Company.

5. *Replacement Directors* . If, at any time prior to the conclusion of the Standstill Period, the New Director is unable or unwilling to serve as a director of the Company (other than, subject to Section 4(b)(i) hereof, in connection with the Board's decision not to renominate the New Director, then the Shareholder Group and the Board (excluding the New Director who is resigning) shall appoint a mutually agreeable replacement for such New Director within ninety (90) days of such New Director validly tendering his resignation from the Board (in which case all references in this Agreement to "Drapkin" with respect to such New Director's rights and obligations as a director shall refer to such replacement, as applicable, *provided* that references in this Agreement to "Shareholder Group" will not include such person unless such person is otherwise already a member).

6. *Voting* . During the Standstill Period, each member of the Shareholder Group shall cause all shares of Common Stock owned of record or beneficially owned by it or its respective Affiliates or Associates to be present for quorum purposes and to be voted in favor of all directors nominated by the Board for election at any stockholder meeting where such matters will be voted on; *provided* , that such nominees were not nominated in contravention of this Agreement.

7. *Standstill* . Each member of the Shareholder Group agrees that, during the Standstill Period, he or it will not, and he or it will cause each of such person's respective Affiliates, Associates and agents and any other persons acting on his or its behalf not to, directly or indirectly:

(a) acquire beneficial ownership in excess of 17.5% of the outstanding shares of Common Stock (based on the latest annual or quarterly report of the Company filed with the SEC pursuant to Section 13 or 15(d) of the Exchange Act), other than the acquisition of equity-based compensation pursuant to Section 10 hereof and the exercise of any options or conversion of any convertible securities comprising such equity-based compensation;

(b) submit any shareholder proposal (pursuant to Rule 14a-8 promulgated by the SEC under the Exchange Act or otherwise) or any notice of nomination or other business for consideration, or nominate any candidate for election to the Board or oppose the directors nominated by the Board, other than as expressly permitted by this Agreement;

(c) form, join in or in any other way participate in a "partnership, limited partnership, syndicate or other group" within the meaning of Section 13(d)(3) of the Exchange Act with respect to the Common Stock or deposit any shares of Common Stock in a voting trust or similar arrangement or subject any shares of Common Stock to any voting agreement or pooling arrangement, other than with other members of the Shareholder Group or one or more of their Affiliates (*provided* that any such Affiliate signs a joinder to this Agreement) or to the extent such a group may be deemed to result with the Company or the New Director or any of their respective Affiliates as a result of this Agreement;

(d) engage in discussions with other stockholders of the Company, solicit proxies or written consents of stockholders or otherwise conduct any nonbinding referendum with respect to the Common Stock, or make, or in any way encourage, influence or participate in, any "solicitation" of any "proxy" within the meaning of Rule 14a-1 promulgated by the SEC under the Exchange Act to vote, or advise, encourage or influence any person with respect to voting or tendering, any shares of Common Stock with respect to any matter, including, without limitation, any Sale Transaction that is not approved by a majority of the Board, or become a "participant" in any contested "solicitation" for the election of directors with respect to the Company (as such terms are defined or used under the Exchange Act and the rules promulgated by the SEC thereunder), other than a "solicitation" or acting as a "participant" in support of all of the nominees of the Board at any stockholder meeting;

(e) call, seek to call, or to request the calling of, a special meeting of the stockholders of the Company, or seek to make, or make, a shareholder proposal at any meeting of the stockholders of the Company or make a request for a list of the Company's stockholders (or otherwise induce, encourage or assist any other person to initiate or pursue such a proposal or request) or otherwise acting alone, or in concert with others, seek to control or influence the governance or policies of the Company;

(f) effect or seek to effect (including, without limitation, by entering into any discussions, negotiations, agreements or understandings with any third person), offer or propose (whether publicly or otherwise) to effect, or cause or participate in, or in any way assist, solicit, encourage or facilitate any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or cause or participate in (including by tendering or selling into) (i) any acquisition of any material assets or businesses of the Company or any of its subsidiaries, (ii) any transfer or acquisition of shares of Common Stock or other securities of the Company or any securities of any Affiliate of the Company if, after completion of such transfer or acquisition or proposed transfer or acquisition, a person or group (other than the Shareholder Group and their Affiliates) would beneficially own, or have the right to acquire beneficial ownership of, more than 5% of the outstanding shares of Common Stock (based on the latest annual or quarterly report of the Company filed with the SEC pursuant to Section 13 or 15(d) of the Exchange Act), *provided* that open market sales of securities through a broker by the Shareholder Group which are not actually known by the Shareholder Group to result in any transferee acquiring beneficial ownership of more than 5% of the outstanding shares of Common Stock shall not be included in this clause (ii) or constitute a breach of this Section 7, (iii) any tender offer or exchange offer, merger, change of control, acquisition or other business combination involving the Company or any of its subsidiaries or (iv) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries (any of the transactions or events described in (i) through (iv) above are referred to as a "**Sale Transaction**"), unless such Sale Transaction has been approved by a majority of the Board and has been announced by the Company; *provided*, that this paragraph shall not require members of the Shareholder Group or the New Director to vote in favor of a Sale Transaction that was approved by the Board;

(g) publicly disclose, or cause or facilitate the public disclosure (including, without limitation, the filing of any document or report with the SEC or any other governmental agency or any disclosure to any journalist, member of the media or securities analyst) of, any intent, purpose, plan or proposal to obtain any waiver, or consent under, or any amendment of, any of the provisions of Section 6 hereof or this Section 7, or otherwise seek (in any manner that would require public disclosure by any of the members of the Shareholder Group or their Affiliates or Associates) to obtain any waiver, consent under, or amendment of any provision of this Agreement;

(h) disparage the Company or any member of the Board or management of the Company, *provided* that this provision shall not apply to compelled testimony, either by legal process, subpoena or otherwise, or to communications that are required by an applicable legal obligation and are subject to contractual provisions providing for confidential disclosure;

(i) engage in any short sale or any purchase, sale or grant of any option, warrant, convertible security, stock appreciation right or other similar right (including, without limitation, any put or call option or "swap" transaction) with respect to any security (other than a broad-based market basket or index) that includes, relates to or derives any significant part of its value from a decline in the market price or value of the Company's securities;

(j) enter into any arrangements, understandings or agreements (whether written or oral) with, or advise, finance, assist or encourage any other person that engages, or offers or proposes to engage, in any of the foregoing; or

(k) take or cause or induce or assist others to take any action inconsistent with any of the foregoing;

provided, that, notwithstanding the foregoing, it is understood and agreed that this Agreement shall not be deemed to prohibit (x) the New Director from engaging in any lawful act in his capacity as a director of the Company that is either expressly approved by the Board or required in order to comply with his fiduciary duties as a director of the Company or (y) the Shareholder Group from making public statements, engaging in discussions with other shareholders, soliciting proxies or voting any shares or proxies with respect to any Sale Transaction that has been approved by a majority of the Board and has been announced by the Company.

8. *Support*. During the Standstill Period, the New Director, in his capacity as a director of the Company, will use reasonable efforts to support, at the Company's sole cost and expense, the Company's slate of directors in a manner generally consistent with the support provided by the other directors of the Company, *provided* that such slate of directors is consistent with the terms and conditions of this Agreement.

9. *Policies*. By the Effective Time, the New Director will have reviewed the Company's policies, procedures, and guidelines applicable to members of the Board and agrees to abide by the provisions thereof during his or her service as a director of the Company, including, without limitation, the Company's Corporate Governance Guidelines, Code of Business Conduct and Ethics, Director Code of Ethics and Insider Trading Compliance Program. The members of the Shareholder Group acknowledge that they are aware that United States securities law prohibits any person who has material non-public information about a company from purchasing or selling any securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

10. *Compensation*. The New Director shall be compensated for his service as a director and shall be reimbursed for his expenses on the same basis as all other non-employee directors of the Company and shall be eligible to be granted equity-based compensation on the same basis as all other non-employee directors of the Company.

11. *Indemnification and Insurance*. The New Director shall be entitled to the same rights of indemnification and directors' and officers' liability insurance coverage as the other non-employee directors of the Company as such rights may exist from time to time.

12. *Non-Disparagement*. The Company agrees, prior to the conclusion of the Standstill Period, that it shall not disparage any member of the Shareholder Group, any member of the management of the Shareholder Group, or the New Director, *provided* that this provision shall not apply to compelled testimony, either by legal process, subpoena or otherwise, or to communications that are required by an applicable legal obligation or are subject to contractual provisions providing for confidential disclosure.

13. *Press Release / Form 8-K*. On or promptly after the date hereof, the Company shall issue a press release reasonably satisfactory to the Company and the Shareholder Group, which press release shall announce the appointment of the New Director. The Company shall also provide to the Shareholder Group a reasonable opportunity to review and comment on any Form 8-K with respect to the execution and delivery of this Agreement by the parties hereto in advance of its filing, and shall consider in good

faith the reasonable and timely comments of the Shareholder Group. No member of the Shareholder Group shall make (and they will cause their Affiliates and Associates not to make) any public statements with respect to the matters covered by this Agreement (including in any filing with the SEC, any other regulatory or governmental agency, or any stock exchange, or in any materials that would reasonably be expected to be filed with the SEC, including pursuant to Exchange Act Rules 14a-6 or 14a-12) that are inconsistent with, or otherwise contrary to, this Agreement or the statements in any above described press release or Form 8-K filing.

14. *Expenses* . Within two business days of the date hereof, the Company shall reimburse the Shareholder Group for the documented out-of-pocket expenses (up to a maximum of \$10,000) incurred by the Shareholder Group in connection with the negotiation and execution of this Agreement and all related activities and matters. Except as provided in the preceding sentence, each cost or expense incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

15. *Specific Performance* . Each party hereto acknowledges and agrees, on behalf of itself and its Affiliates, that irreparable harm would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties will be entitled to specific relief hereunder, including, without limitation, an injunction or injunctions to prevent and enjoin breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any state or federal court located in the State of Delaware, in addition to any other remedy to which they may be entitled at law or in equity. Any requirements for the securing or posting of any bond with such remedy are hereby waived.

16. *Jurisdiction* . Each party hereto agrees, on behalf of itself and its Affiliates, that any actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated hereby will be brought solely and exclusively in the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware) (and the parties agree on behalf of themselves and their respective Affiliates not to commence any action, suit or proceeding relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 20 hereof will be effective service of process for any such action, suit or proceeding brought against any party in any such court. Each party, on behalf of itself and its Affiliates, agrees and consents to the personal jurisdiction of the state and federal courts located in the State of Delaware, and irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby, in the state or federal courts located in the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an improper or inconvenient forum.

17. *Applicable Law* . This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware applicable to contracts executed and to be performed wholly within such state, without giving effect to the choice of law principles of such state. Each party hereto agrees to irrevocably waive any right to trial by jury.

18. *Counterparts; Facsimile or Electronic Signatures* . This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Facsimile or electronic (*i.e.* , PDF) signatures shall be as effective as original signatures.

19. *Entire Agreement; Amendment and Waiver; Successors and Assigns* . This Agreement contains the entire understanding of the parties hereto with respect to, and supersedes all prior agreements relating to, its subject matter. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings between the parties other than those expressly set forth herein. This Agreement may be amended only by a written instrument duly executed by the parties hereto or their respective successors or assigns. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. The terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors, heirs, executors, legal representatives and assigns. No party hereto may assign or otherwise transfer either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other parties hereto. Any purported transfer without such consent shall be void.

20. *Notices* . All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served (a) if given by facsimile, when such facsimile is transmitted to the facsimile number set forth below, or to such other facsimile number as is provided by a party to this Agreement to the other parties pursuant to notice given in accordance with the provisions of this Section 20, and the appropriate confirmation is received, or (b) if given by any other means, when actually received during normal business hours at the address specified in this Section 20, or at such other address as is provided by a party to this Agreement to the other parties pursuant to notice given in accordance with the provisions of this Section 20 :

if to the Company:

Intevac, Inc.
3560 Bassett Street
Santa Clara, California 95054
Facsimile: (408) 727-5739
Attention: Chairman of the Board

with a copy (which shall not constitute notice) to:

Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, California 94304
Facsimile: (650) 493-6811
Attention: Herbert P. Fockler, Esq.
Attention: Bradley L. Finkelstein, Esq.

if to the Shareholder Group or any member thereof:

Becker Drapkin Management, L.P.
500 Crescent Court
Suite 230
Dallas, Texas 75201
Facsimile: (214) 756-6019
Attention: Steven R. Becker
Attention: Matthew A. Drapkin

with a copy (which shall not constitute notice) to:

Boies, Schiller & Flexner LLP
575 Lexington Avenue, 7th Floor
New York, New York 10022
Facsimile: (212) 446-2350
Attention: Richard J. Birns, Esq.

21. *No Third-Party Beneficiaries*. Nothing in this Agreement is intended to confer on any person other than the parties hereto or their respective successors and assigns, and their respective Affiliates to the extent provided herein, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

22. *Unenforceability*. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, then the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable. The parties hereto further agree to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such invalid or unenforceable provision.

23. *Construction*. Each of the parties hereto acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed this Agreement with the advice of such counsel. Each party hereto and its counsel cooperated and participated in the drafting and preparation of this Agreement, and any and all drafts relating thereto exchanged among the parties shall be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party hereto that drafted or prepared it is of no application and is hereby expressly waived by each of the parties, and any controversy over interpretations of this Agreement shall be decided without regard to events of drafting or preparation.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized signatories of the parties as of the date first written above.

COMPANY:

INTEVAC, INC.

By: /s/ Jeff Andreson

Name: Jeff Andreson

Title: CFO

/s/ Steven R. Becker
STEVEN R. BECKER

BC ADVISORS, LLC

By: /s/ Matthew A. Drapkin
Name: Matthew A. Drapkin
Title: Partner

BECKER DRAPKIN PARTNERS (QP), L.P.

By: Becker Drapkin Management, L.P., its general partner

By: BC Advisors, LLC, its general partner

By: /s/ Matthew A. Drapkin
Name: Matthew A. Drapkin
Title: Partner

/s/ Matthew A. Drapkin
MATTHEW A. DRAPKIN

BECKER DRAPKIN MANAGEMENT, L.P.

By: BC Advisors, LLC, its general partner

By: /s/ Matthew A. Drapkin
Name: Matthew A. Drapkin
Title: Partner

BECKER DRAPKIN PARTNERS, L.P.

By: Becker Drapkin Management, L.P., its general partner

By: BC Advisors, LLC, its general partner

By: /s/ Matthew A. Drapkin
Name: Matthew A. Drapkin
Title: Partner

FOR IMMEDIATE RELEASE**INTEVAC EXPANDS ITS BOARD OF DIRECTORS WITH
APPOINTMENT OF NEW INDEPENDENT DIRECTOR**

SANTA CLARA, Calif. – December 10, 2013 – Intevac, Inc. (NASDAQ: IVAC) today announced that it has appointed Matthew Drapkin to its Board of Directors, effective immediately. Mr. Drapkin is a founding partner of Becker Drapkin Management, a Dallas-based investment firm that beneficially owns approximately 4.5% of Intevac's outstanding common stock and is one of Intevac's largest stockholders. With the addition of Mr. Drapkin, Intevac's Board of Directors will be expanded to eight directors, six of whom are independent.

"We are pleased to welcome Matt to our Board of Directors and look forward to his contributions," said Norman Pond, Intevac Founder and Chairman of the Board. "Matt brings important experience as a public company director, a wealth of financial knowledge and the perspective of a major stockholder. The addition of Matt to the Board represents a continuation of the initiatives already underway at Intevac, including our recently-announced \$30 million share repurchase program."

"I am pleased to join the Intevac Board of Directors," said Mr. Drapkin. "Intevac is an industry leader with an innovative product portfolio, strong executive team and tremendous long-term potential. I look forward to collaborating with my fellow directors and Intevac's management team to continue to create value for all stockholders."

In connection with today's announcement, Becker Drapkin has agreed to customary standstill and support provisions. The complete agreement between Intevac and Becker Drapkin will be included as an exhibit to a Current Report on Form 8-K, which will be filed with the Securities and Exchange Commission.

Wilson Sonsini Goodrich & Rosati, Professional Corporation is acting as Intevac's legal counsel.

Matthew Drapkin

Before joining Becker Drapkin in December 2009, Mr. Drapkin served as head of research, special situations, and private equity at ENSO Capital, a New York-based hedge fund. From 2003 to 2008, Mr. Drapkin worked at MacAndrews & Forbes, participating in more than \$3 billion of transactions, including Scientific Games, Deluxe Entertainment Services, AM General, and Scantron. Prior to MacAndrews, Mr. Drapkin served as general manager of two of Conde Nast publication's wholly-owned Internet sites, Epicurious.com and Concierge.com, and headed Conde Nast's internet venture investment effort. Mr. Drapkin started his career at Goldman, Sachs and Co.; he received a Princeton University AB, 1994; Columbia University JD/MBA, 1998.

Mr. Drapkin previously served on the Boards of Ruby Tuesday, Inc. (Chairman), Plato Learning, Inc., Alloy, Inc., Glu Mobile Inc., and Hot Topic, Inc. (Lead Independent Director).

About Intevac

Intevac was founded in 1991 and has two businesses: Equipment and Intevac Photonics. In our Equipment business, we are a leader in the design, development and manufacturing of high-productivity process equipment solutions. Our systems are production-proven for high-volume manufacturing of substrates with precise thin film properties, such as those required in the hard drive and solar cell markets we currently serve.

In the hard drive industry, our 200 Lean[®] systems process approximately 60% of all magnetic disk media produced worldwide. In the solar cell manufacturing industry, our high-throughput thin film process equipment enables increased conversion efficiency of silicon solar cells while also reducing manufacturing costs.

In our Photonics business, we are a leader in the development and manufacture of leading-edge, high-sensitivity imaging products and vision systems. Our products primarily address the defense markets.

For more information call 408-986-9888, or visit the company's website at www.intevac.com.

Additional Information and Where to Find It

Intevac, Inc. (the "Company"), its directors and certain executive officers are participants in the solicitation of proxies from stockholders in connection with the Company's 2014 Annual Meeting of Stockholders (the "Annual Meeting"). The Company plans to file a proxy statement (the "2014 Proxy Statement") with the Securities and Exchange Commission (the "SEC") in connection with the solicitation of proxies for the Annual Meeting.

Norman H. Pond, Wendell Blonigan, David S. Dury, Stanley J. Hill, Thomas M. Rohrs, John F. Schaefer, Ping Yang and Matthew A. Drapkin, all of whom are members of the Company's Board of Directors, and Jeffrey Andreson, Executive Vice President, Finance and Administration, Chief Financial Officer, Treasurer and Secretary, are participants in the Company's solicitation. Other than Mr. Pond and Mr. Drapkin, none of such participants owns in excess of 1% of the Company's common stock. Mr. Pond beneficially owns approximately 4% of the Company's common stock and Mr. Drapkin may be deemed to own approximately 4.5% of the Company's common stock. Additional information regarding such participants, including their direct or indirect interests, by security holdings or otherwise, will be included in the 2014 Proxy Statement and other relevant documents to be filed with the SEC in connection with the Annual Meeting. Information relating to the foregoing can also be found in the Company's definitive proxy statement for its 2013 Annual Meeting of Stockholders (the "2013 Proxy Statement"), which was filed with the SEC on April 3, 2013. To the extent that holdings of the Company's securities have changed since the amounts printed in the 2013 Proxy Statement, such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC.

Promptly after filing its definitive 2014 Proxy Statement with the SEC, the Company will mail the definitive 2014 Proxy Statement and a white proxy card to each stockholder entitled to vote at the Annual Meeting. **STOCKHOLDERS ARE URGED TO READ THE 2014 PROXY STATEMENT (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) AND ANY OTHER RELEVANT DOCUMENTS THAT THE COMPANY WILL FILE WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION.** Stockholders may obtain, free of charge, copies of the definitive 2014 Proxy Statement and any other documents filed by the Company with the SEC in connection with the Annual Meeting at the SEC's website (<http://www.sec.gov>), at the Company's website (<http://www.intevac.com>) or by writing to Investor Relations, Intevac, Inc., 3560 Bassett Street, Santa Clara, California 95054.

Safe Harbor Statement

This press release includes statements that constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 (the "Reform Act"). Intevac claims the protection of the safe-harbor for forward-looking statements contained in the Reform Act. These forward-looking statements are often characterized by the terms "may," "believes," "projects," "expects," or "anticipates," and do not reflect historical facts. Specific forward-looking statements contained in this press release include, but are not limited to; the execution of the Company's strategy. The forward-looking statements contained herein involve risks and uncertainties that could cause actual results to differ materially from the company's expectations. These risks include, but are not limited to: the successful execution of strategies which could have a material impact on our business, our financial results, and the company's stock price. These risks and other factors are detailed in the company's regular filings with the U.S. Securities and Exchange Commission.

Intevac, Inc.

Jeff Andreson, 408-986-9888

Chief Financial Officer

Claire McAdams, 530-265-9899

Investor Relations