

INTEVAC INC
Filed by
NORTHERN RIGHT CAPITAL MANAGEMENT, L.P.

FORM SC 13D/A
(Amended Statement of Beneficial Ownership)

Filed 09/04/14

Address	3560 BASSETT STREET SANTA CLARA, CA, 95054
Telephone	4089869888
CIK	0001001902
Symbol	IVAC
SIC Code	3559 - Special Industry Machinery, Not Elsewhere Classified
Industry	Industrial Machinery & Equipment
Sector	Industrials
Fiscal Year	12/31

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

SCHEDULE 13D
(Amendment No. 3)*

Under the Securities Exchange Act of 1934

INTEVAC, INC.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

461148108
(CUSIP Number)

Becker Drapkin Management, L.P.
Attn: Steven R. Becker
Attn: Matthew A. Drapkin
500 Crescent Court
Suite 230
Dallas, Texas 75201
(214) 756-6016

With a copy to:

Richard J. Birns, Esq.
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
(212) 351-4032

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

September 2, 2014
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 461148108

1	NAME OF REPORTING PERSON / I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Becker Drapkin Management, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 328,438
	8	SHARED VOTING POWER 1,797,201
	9	SOLE DISPOSITIVE POWER 328,438
	10	SHARED DISPOSITIVE POWER 1,797,201
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,125,639	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.0%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IA, PN	

CUSIP No. 461148108

1	NAME OF REPORTING PERSON / I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Becker Drapkin Partners (QP), L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,552,060
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 1,552,060
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,552,060	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.6%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

CUSIP No. 461148108

1	NAME OF REPORTING PERSON / I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Becker Drapkin Partners, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 245,141
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 245,141
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 245,141	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.0%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

CUSIP No. 461148108

1	NAME OF REPORTING PERSON / I.R.S. IDENTIFICATION NO. OF ABOVE PERSON BC Advisors, LLC
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS (See Instructions) OO
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 0
	8 SHARED VOTING POWER 2,125,639
	9 SOLE DISPOSITIVE POWER 0
	10 SHARED DISPOSITIVE POWER 2,125,639
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,125,639
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.0%
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IA, OO

CUSIP No. 461148108

1	NAME OF REPORTING PERSON / I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Steven R. Becker	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,125,639
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,125,639
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,125,639	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.0%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

CUSIP No. 461148108

1	NAME OF REPORTING PERSON / I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Matthew A. Drapkin
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS (See Instructions) OO
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 0
	8 SHARED VOTING POWER 2,125,639
	9 SOLE DISPOSITIVE POWER 0
	10 SHARED DISPOSITIVE POWER 2,125,639
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,125,639
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.0%
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN

This Amendment No. 3 to Schedule 13D amends and supplements the Schedule 13D filed with the Securities and Exchange Commission (the “SEC”) on May 23, 2014 (the “Original Schedule 13D”), Amendment No. 1 thereto, filed with the SEC on August 4, 2014, and Amendment No. 2 thereto, filed with the SEC on August 25, 2014, with respect to the shares of common stock, par value \$0.001 per share (the “Common Stock”), of Intevac, Inc., a Delaware corporation (the “Issuer”).

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is amended and supplemented to add the following information for updating as of the date hereof:

The Reporting Persons expended an aggregate amount equal to \$12,339,243 (including commissions) to purchase 2,125,639 shares of Common Stock.

Item 5. Interest in Securities of the Issuer

Item 5 is amended and supplemented to add the following information for updating as of the date hereof:

(a), (b) The Reporting Persons may be deemed to beneficially own in the aggregate 2,125,639 shares of Common Stock. Based upon a total of 23,625,343 outstanding shares of Common Stock, as reported in the Issuer’s quarterly report on Form 10-Q for the quarterly period ended June 28, 2014, the Reporting Persons’ shares represent approximately 8.997% of the outstanding shares of Common Stock.

Becker Drapkin QP owns 1,552,060 shares of Common Stock (the “Becker Drapkin QP Shares”), which represent approximately 6.570% of the outstanding shares of Common Stock.

Becker Drapkin, L.P. owns 245,141 shares of Common Stock (the “Becker Drapkin, L.P. Shares”), which represent approximately 1.038% of the outstanding shares of Common Stock.

The Becker Drapkin QP Shares and Becker Drapkin, L.P. Shares are collectively referred to herein as the “Becker Drapkin Funds Shares”.

Becker Drapkin QP has the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) the Becker Drapkin QP Shares. Becker Drapkin QP disclaims beneficial ownership of the Becker Drapkin, L.P. Shares.

Becker Drapkin, L.P. has the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) the Becker Drapkin, L.P. Shares. Becker Drapkin, L.P. disclaims the beneficial ownership of the Becker Drapkin QP Shares.

As general partner of the Becker Drapkin Funds, BD Management may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Becker Drapkin Funds Shares. BD Management in its capacity as investment manager for the Managed Account has the sole power to vote or direct the vote of (and the sole

power to dispose or direct the disposition of) 328,438 shares held by the Managed Account (the “Managed Account Shares”), which represent approximately 1.390% of the outstanding shares of Common Stock. BD Management disclaims beneficial ownership of the Becker Drapkin Funds Shares.

The Becker Drapkin Funds disclaim beneficial ownership of the Managed Account Shares.

As general partner of BD Management, BCA may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) any shares of Common Stock beneficially owned by BCA. Mr. Becker and Mr. Drapkin each disclaim beneficial ownership of any shares of Common Stock beneficially owned by BCA.

As of the date hereof, no Reporting Persons owns any shares of Common Stock other than those set forth in this Item 5.

(c) The trading dates, number of shares of Common Stock purchased or sold, and the price per share of Common Stock for all transactions by the Reporting Persons in shares of Common Stock since the filing of Amendment No. 2, all of which were brokered transactions, are set forth below.

<u>Name of Reporting Person</u>	<u>Trade Date</u>	<u>Purchased (Sold)</u>	<u>Price / Share</u>
Becker Drapkin QP	8/28/2014	17,881	\$ 7.0690
Becker Drapkin, L.P.	8/28/2014	2,024	\$ 7.0690
Managed Account	8/28/2014	4,677	\$ 7.0690

(d) No person other than the Reporting Persons, and the Managed Account with respect to the Managed Account Shares, has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of common Stock set forth above.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is amended and supplemented to add the following information for updating as of the date hereof:

On September 2, 2014, each of (i) Becker Drapkin QP, (ii) Becker Drapkin, L.P., and (iii) BD Management entered into Stock Purchase Plans (the “10b5-1 Plans”) with Tourmaline Partners, LLC (“Tourmaline”), pursuant to which Tourmaline may purchase shares of Common Stock on behalf of the applicable Reporting Person for the period beginning October 2, 2014 and ending October 30, 2014. Transactions under the 10b5-1 Plans will be subject to certain price

restrictions and termination in accordance with each of their terms and subject to applicable law and regulation. The 10b5-1 Plans are intended to comply with the requirements of Rule 10b5-1(c) promulgated under the Securities Exchange Act of 1934.

The foregoing description of the 10b5-1 Plans is qualified in its entirety by reference to the text of the 10b5-1 Plans, which are attached as Exhibit 8 hereto and incorporated by reference herein.

Item 7. Material to Be Filed as Exhibits

- Exhibit 8
- (1) Stock Purchase Plan, dated September 2, 2014, by and between Becker Drapkin Partners (QP), L.P. and Tourmaline Partners, LLC
 - (2) Stock Purchase Plan, dated September 2, 2014, by and between Becker Drapkin Partners, L.P. and Tourmaline Partners, LLC
 - (3) Stock Purchase Plan, dated September 2, 2014, by and between Becker Drapkin Management, L.P., on behalf of the Managed Account, and Tourmaline Partners, LLC

SIGNATURES

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned, severally and not jointly, certifies that the information set forth in this statement is true, complete and correct.

Dated: September 4, 2014

BECKER DRAPKIN MANAGEMENT, L.P.

By: BC Advisors, LLC, its general partner

By: /s/ Richard J. Birns

Name: Richard J. Birns

Title: Attorney-in-Fact

BECKER DRAPKIN PARTNERS (QP), L.P.

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

By: BC Advisors, LLC, its general partner

By: /s/ Richard J. Birns

Name: Richard J. Birns

Title: Attorney-in-Fact

BECKER DRAPKIN PARTNERS, L.P.

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

By: BC Advisors, LLC, its general partner

By: /s/ Richard J. Birns

Name: Richard J. Birns

Title: Attorney-in-Fact

BC ADVISORS, LLC

By: /s/ Richard J. Birns

Name: Richard J. Birns

Title: Attorney-in-Fact

STEVEN R. BECKER

By: /s/ Richard J. Birns

Name: Richard J. Birns

Title: Attorney-in-Fact

MATTHEW A. DRAPKIN

By: /s/ Richard J. Birns

Name: Richard J. Birns

Title: Attorney-in-Fact

STOCK PURCHASE PLAN

Becker Drapkin Partners (QP), LP (the “Purchaser”), as of September 2, 2014 has entered into this Stock Purchase Plan (the “Purchase Plan”) in order to purchase shares pursuant to the written instructions on Appendix A of the common stock (“Stock”) of Intevac, Inc. (the “Issuer”) pursuant to the requirements of and in conformity with the provisions of Rule 10b5-1 (“Rule 10b5-1”) and Rule 10b-18 (“Rule 10b-18”) promulgated under the Securities Exchange Act of 1934.

The Purchaser requests that Tourmaline Partners, LLC (“TOUR”) executes the Purchase Plan pursuant to the following:

1. Starting on October 2, 2014 purchase shares of Stock pursuant to the written instructions on Appendix A on a “not held” basis.
2. TOUR will use its reasonable efforts to effect all open-market purchases pursuant to this Purchase Plan in accordance with the provisions of Rule 10b-18. TOUR will advise the Purchaser of all purchases executed under this Purchase Plan pursuant to the customary trade confirmation.
3. This Purchase Plan will terminate upon the earliest of:
 - i. the opening of the trading day immediately following the receipt by TOUR of written notice by the Purchaser of termination of the Purchase Plan;
 - ii. October 30, 2014;
 - iii. the completion of the purchases contemplated by the Purchase Plan;
 - iv. the date TOUR becomes aware of the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official, in each case with respect to the Issuer or the taking of any corporate action by the Issuer to authorize or commence any of the foregoing;
 - v. the date the Issuer or any other person publicly announces a tender or exchange offer with respect to the Stock or a merger, acquisition, reorganization, recapitalization or other similar business combination or transaction as a result of the consummation of which the Stock would be exchanged or converted into cash, securities or other property.
 - vi. the Purchaser’s or TOUR’s reasonable determination that: (a) the Purchase Plan does not comply with Rule 10b5-1 or other applicable securities laws; or (b) the Purchaser has not, or TOUR has not, complied with the Purchase Plan, Rule 10b5-1 or other applicable securities laws.
4. Any transaction pending at the time that this Purchase Plan is terminated shall be completed and TOUR shall receive the commission set forth in paragraph 5 below.
5. The Purchaser will pay TOUR commission not to exceed \$.04 per share.
6. TOUR will provide Purchaser and Issuer with written trade confirmations of the purchases made pursuant to this Purchase Plan promptly after the execution of such transactions and in any event no later than the close of business on the day following any such sales, including sufficient information to permit the client to timely prepare and make all filings required under section 13(d), 13(g) and 16 of the Exchange Act.

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7. TOUR must suspend purchase of shares of Stock under this Purchase Plan on a particular day for any of the following reasons:
- i. A day specified by the Purchase Plan is not a day on which the shares of Stock trade regular way on the listing exchange or primary market center;
 - ii. Trading of the shares of Stock on the listing exchange or the primary market center is suspended for any reason; or
 - iii. TOUR cannot effect a purchase of shares of Stock due to legal, regulatory or contractual restrictions applicable to it, the Issuer or the Purchaser (including without limitation, Regulation M, Rule 10b-5 or Rule 10b-18).
- TOUR will resume purchases in accordance with Paragraph 1 and 2 and this Purchase Plan on the next day specified in the Purchase Plan after the condition causing the suspension of purchases has been resolved to the satisfaction of TOUR, the Issuer and the Purchaser.
8. This Purchase Plan may be modified or amended by the Purchaser provided that such modification is made in good faith and not as part of a scheme to evade the prohibitions of Rule 10b-5 or Rule 10b-18. The Plan may be modified or amended only in accordance with the following:
- a. Upon the written agreement of Purchaser and TOUR and approval of any amendment or modification by the Issuer;
 - b. Upon modification of the Purchase Plan, Purchaser will be subject to a 30 day cooling off period before executing any trades; and
 - c. Amendments or modifications to the Purchase Plan may only be made during an open trading window and while Purchaser is not in possession of any material nonpublic information and shall be subject to the representations and warranties set forth in Section A below.
9. TOUR will from time to time trade on a proprietary basis in shares of Stock while in possession of this Purchase Plan and orders contemplated hereby, in accordance with industry rules, including New York Stock Exchange Rule 92. By signing this agreement, you acknowledge the foregoing disclosures, and consent to TOUR trading while it is in possession of this Plan or Purchaser's order.

A. The Purchaser's Representations and Warranties

The Purchaser makes the following representations and warranties, each of which shall continue while this Purchase Plan is in effect and will survive the termination of this Purchase Plan:

- i. At the time of the Purchaser's execution of this Purchase Plan, the Purchaser is not aware of any material, non-public information with respect to the Issuer or the Stock. The Purchaser is entering into this Purchase Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1, Rule 10b-18 or other applicable securities laws.
- ii. The Issuer has approved this Purchase Plan, and agreed that the purchases to be made by TOUR pursuant to this Plan will not violate the Issuer's insider trading policies.
- iii. Purchases of Stock under this Purchase Plan have been duly authorized by the Purchaser and are not prohibited by any legal, regulatory or contractual restriction or undertaking binding on the Purchaser. The Purchaser will inform TOUR as soon as possible of any subsequent legal or contractual restrictions affecting the execution of the Purchase Plan by TOUR or the Purchaser and of the occurrence of any event that would cause the Purchase Plan to be suspended or to end as contemplated in paragraphs 3 and 6.
- iv. The Purchaser agrees not to enter into or alter any corresponding or hedging transaction with respect to the Stock while this Purchase Plan remains in effect.

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- v. If applicable, the Purchaser agrees to provide TOUR with all necessary information regarding the Purchaser's previous purchases, as may be required for TOUR to calculate the Purchaser's volume limitations under Rule 10b-18.
 - vi. The Purchaser agrees to provide TOUR any documents that it reasonably requests to effect this Purchase Plan, including but not limited to: (i) a W-8 for the Purchaser; (ii) a copy of resolutions duly adopted by the Purchaser's Board of Directors authorizing the Repurchase Program and/or this Purchase Plan; and (iii) a corporate resolution or secretary's certificate identifying the undersigned and other specified individuals the authority to implement the Purchase Plan by, among other things, engaging a broker-dealer to act as the Purchaser's agent for such purposes, establishing and maintaining an account on behalf of the Purchaser for the Purchase Program and to transact in and instruct such broker or dealer on the account to effect the Purchase Plan ("Authorized Persons").
 - vii. The Purchaser agrees that it will not take any action that would cause any purchase of Stock under this Purchase Plan not to comply with Rule 10b-18 or any other applicable law.
 - viii. The Purchaser agrees that it does not have authority, influence or control over any purchase of Stock effected by TOUR pursuant to this Purchase Plan and will not attempt to exercise any such authority, influence or control. The Purchaser agrees that it will not, communicate any information relating to the Stock, the Issuer or the Purchaser to any employee of TOUR or its affiliates who are responsible for purchasing Stock in accordance with this Purchase Plan and during the time this Purchase Plan is in effect.
 - ix. The Purchaser acknowledges and agrees that the Purchase Plan is a "securities contract," as such term is defined in Section 741(7) of Title 11 of the United States Code, as it may be amended (the "Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code.
 - x. This Purchase Plan constitutes the Purchaser's legal, valid and binding obligation enforceable against the Purchaser in accordance with its terms. There is no litigation, arbitration or other proceeding pending, or to the Purchaser's knowledge threatened, that would prevent or interfere with the Purchaser's purchase of Stock under this Purchase Plan.
 - xi. That TOUR will be the Purchaser's exclusive agent for the repurchase of shares of Stock pursuant to this Purchase Plan and any other repurchase program during the duration of this Purchase Plan.
 - xii. The Purchaser agrees to transfer funds for purchases of Stock that TOUR makes on behalf of the Purchaser, but in no case later than the settlement date stipulated on the applicable trade confirmation.
 - xiii. The Purchaser agrees to provide TOUR with trade reporting and security delivery instructions for the daily trade reporting and account statements as well as the delivery of the Stock purchased by TOUR on the Purchaser's behalf.
 - xiv. Purchaser agrees to make all filings, if any, required under Sections 13(d), 13(g) and 16 of the Exchange Act in a timely manner, to the extent any such filings are applicable to Purchaser.

B) Indemnification and Limitation on Liability

1. The Purchaser agrees to indemnify and hold harmless TOUR (and its directors, officers, employees and affiliates) from and against all claims, liabilities, losses, damages and expenses (including reasonable attorney's fees and costs) arising out of or attributable to: a.) any material breach by the Purchaser of this Purchase Plan (including the Purchaser's representations and warranties), and b.) any violation by the Purchaser of applicable laws or regulations. The Purchaser will have no indemnification obligations in the case of gross negligence or willful misconduct of TOUR or any other indemnified person. This indemnification will survive the termination of this Purchase Plan.

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2. Notwithstanding any other provision herein, neither TOUR nor the Purchaser will be liable for:
 - i. Special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages or any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen.
 - ii. Any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as “acts of God”.
 3. The Purchaser acknowledges and agrees that TOUR has not provided the Purchaser with any tax, accounting or legal advice with respect to this Purchase Plan, including whether the Purchaser would be entitled to any of the affirmative defenses under Rule 10b5-1.

C) Governing Law

This Purchase Plan will be governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to such State’s conflict of laws rules.

D) Entire Agreement

This Purchase Plan (including any Appendices, Annexes or Exhibits) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreements, understandings, proposals or promises with respect thereto, whether written or oral.

E) Assignment

This Purchase Plan and each party’s rights and obligations hereunder may not be assigned or delegated without the written permission of the other party and shall inure to the benefit of each party’s successors and permitted assigns, whether by merger, consolidation or otherwise.

F) Notices

All required notifications to TOUR under this Purchase Plan shall be made in writing, sent via facsimile and confirmed by telephone to:

[redacted]

All required notifications to the Purchaser under this Purchase Plan shall be made in writing, sent via e-mail, and confirmed by telephone to:

[redacted]

G) Counterparts

This Purchase Plan may be executed in two or more counterparts and by facsimile signature.

Your execution of this agreement constitutes your representation that you are authorized by the Purchaser to enter into this agreement and confirms your agreement with the foregoing. Upon executing and returning one copy of this letter to the undersigned, this agreement shall become a binding agreement between the Purchaser and Tourmaline Partners, LLC

BECKER DRAPKIN PARTNERS (QP), LP

By: /s/ Steven R. Becker

Name: Steven R. Becker

Title: Managing Partner

ACKNOWLEDGED AND AGREED:

Tourmaline Partners, LLC

By: /s/ Daniel Dispigna

Name: Daniel Dispigna

Title: COO

STOCK PURCHASE PLAN

Becker Drapkin Partners, LP (the “Purchaser”), as of September 2, 2014 has entered into this Stock Purchase Plan (the “Purchase Plan”) in order to purchase shares pursuant to the written instructions on Appendix A of the common stock (“Stock”) of Intevac, Inc. (the “Issuer”) pursuant to the requirements of and in conformity with the provisions of Rule 10b5-1 (“Rule 10b5-1”) and Rule 10b-18 (“Rule 10b-18”) promulgated under the Securities Exchange Act of 1934.

The Purchaser requests that Tourmaline Partners, LLC (“TOUR”) execute the Purchase Plan pursuant to the following:

1. Starting on October 2, 2014 purchase shares of Stock pursuant to the written instructions on Appendix A on a “not held” basis.
2. TOUR will use its reasonable efforts to effect all open-market purchases pursuant to this Purchase Plan in accordance with the provisions of Rule 10b-18. TOUR will advise the Purchaser of all purchases executed under this Purchase Plan pursuant to the customary trade confirmation.
3. This Purchase Plan will terminate upon the earliest of:
 - i. the opening of the trading day immediately following the receipt by TOUR of written notice by the Purchaser of termination of the Purchase Plan;
 - ii. October 30, 2014;
 - iii. the completion of the purchases contemplated by the Purchase Plan;
 - iv. the date TOUR becomes aware of the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official, in each case with respect to the Issuer or the taking of any corporate action by the Issuer to authorize or commence any of the foregoing;
 - v. the date the Issuer or any other person publicly announces a tender or exchange offer with respect to the Stock or a merger, acquisition, reorganization, recapitalization or other similar business combination or transaction as a result of the consummation of which the Stock would be exchanged or converted into cash, securities or other property.
 - vi. the Purchaser’s or TOUR’s reasonable determination that: (a) the Purchase Plan does not comply with Rule 10b5-1 or other applicable securities laws; or (b) the Purchaser has not, or TOUR has not, complied with the Purchase Plan, Rule 10b5-1 or other applicable securities laws.
4. Any transaction pending at the time that this Purchase Plan is terminated shall be completed and TOUR shall receive the commission set forth in paragraph 5 below.
5. The Purchaser will pay TOUR commission not to exceed \$.04 per share.
6. TOUR will provide Purchaser and Issuer with written trade confirmations of the purchases made pursuant to this Purchase Plan promptly after the execution of such transactions and in any event no later than the close of business on the day following any such sales, including sufficient information to permit the client to timely prepare and make all filings required under section 13(d), 13(g) and 16 of the Exchange Act.

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7. TOUR must suspend purchase of shares of Stock under this Purchase Plan on a particular day for any of the following reasons:
- i. A day specified by the Purchase Plan is not a day on which the shares of Stock trade regular way on the listing exchange or primary market center;
 - ii. Trading of the shares of Stock on the listing exchange or the primary market center is suspended for any reason; or
 - iii. TOUR cannot effect a purchase of shares of Stock due to legal, regulatory or contractual restrictions applicable to it, the Issuer or the Purchaser (including without limitation, Regulation M, Rule 10b-5 or Rule 10b-18).
- TOUR will resume purchases in accordance with Paragraph 1 and 2 and this Purchase Plan on the next day specified in the Purchase Plan after the condition causing the suspension of purchases has been resolved to the satisfaction of TOUR, the Issuer and the Purchaser.
8. This Purchase Plan may be modified or amended by the Purchaser provided that such modification is made in good faith and not as part of a scheme to evade the prohibitions of Rule 10b-5 or Rule 10b-18. The Plan may be modified or amended only in accordance with the following:
- a. Upon the written agreement of Purchaser and TOUR and approval of any amendment or modification by the Issuer;
 - b. Upon modification of the Purchase Plan, Purchaser will be subject to a 30 day cooling off period before executing any trades; and
 - c. Amendments or modifications to the Purchase Plan may only be made during an open trading window and while Purchaser is not in possession of any material nonpublic information and shall be subject to the representations and warranties set forth in Section A below.
9. TOUR will from time to time trade on a proprietary basis in shares of Stock while in possession of this Purchase Plan and orders contemplated hereby, in accordance with industry rules, including New York Stock Exchange Rule 92. By signing this agreement, you acknowledge the foregoing disclosures, and consent to TOUR trading while it is in possession of this Plan or Purchaser's order.

A. The Purchaser's Representations and Warranties

The Purchaser makes the following representations and warranties, each of which shall continue while this Purchase Plan is in effect and will survive the termination of this Purchase Plan:

- i. At the time of the Purchaser's execution of this Purchase Plan, the Purchaser is not aware of any material, non-public information with respect to the Issuer or the Stock. The Purchaser is entering into this Purchase Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1, Rule 10b-18 or other applicable securities laws.
- ii. The Issuer has approved this Purchase Plan, and agreed that the purchases to be made by TOUR pursuant to this Plan will not violate the Issuer's insider trading policies.
- iii. Purchases of Stock under this Purchase Plan have been duly authorized by the Purchaser and are not prohibited by any legal, regulatory or contractual restriction or undertaking binding on the Purchaser. The Purchaser will inform TOUR as soon as possible of any subsequent legal or contractual restrictions affecting the execution of the Purchase Plan by TOUR or the Purchaser and of the occurrence of any event that would cause the Purchase Plan to be suspended or to end as contemplated in paragraphs 3 and 6.
- iv. The Purchaser agrees not to enter into or alter any corresponding or hedging transaction with respect to the Stock while this Purchase Plan remains in effect.

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- v. If applicable, the Purchaser agrees to provide TOUR with all necessary information regarding the Purchaser's previous purchases, as may be required for TOUR to calculate the Purchaser's volume limitations under Rule 10b-18.
 - vi. The Purchaser agrees to provide TOUR any documents that it reasonably requests to effect this Purchase Plan, including but not limited to: (i) a W-8 for the Purchaser; (ii) a copy of resolutions duly adopted by the Purchaser's Board of Directors authorizing the Repurchase Program and/or this Purchase Plan; and (iii) a corporate resolution or secretary's certificate identifying the undersigned and other specified individuals the authority to implement the Purchase Plan by, among other things, engaging a broker-dealer to act as the Purchaser's agent for such purposes, establishing and maintaining an account on behalf of the Purchaser for the Purchase Program and to transact in and instruct such broker or dealer on the account to effect the Purchase Plan ("Authorized Persons").
 - vii. The Purchaser agrees that it will not take any action that would cause any purchase of Stock under this Purchase Plan not to comply with Rule 10b-18 or any other applicable law.
 - viii. The Purchaser agrees that it does not have authority, influence or control over any purchase of Stock effected by TOUR pursuant to this Purchase Plan and will not attempt to exercise any such authority, influence or control. The Purchaser agrees that it will not, communicate any information relating to the Stock, the Issuer or the Purchaser to any employee of TOUR or its affiliates who are responsible for purchasing Stock in accordance with this Purchase Plan and during the time this Purchase Plan is in effect.
 - ix. The Purchaser acknowledges and agrees that the Purchase Plan is a "securities contract," as such term is defined in Section 741(7) of Title 11 of the United States Code, as it may be amended (the "Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code.
 - x. This Purchase Plan constitutes the Purchaser's legal, valid and binding obligation enforceable against the Purchaser in accordance with its terms. There is no litigation, arbitration or other proceeding pending, or to the Purchaser's knowledge threatened, that would prevent or interfere with the Purchaser's purchase of Stock under this Purchase Plan.
 - xi. That TOUR will be the Purchaser's exclusive agent for the repurchase of shares of Stock pursuant to this Purchase Plan and any other repurchase program during the duration of this Purchase Plan.
 - xii. The Purchaser agrees to transfer funds for purchases of Stock that TOUR makes on behalf of the Purchaser, but in no case later than the settlement date stipulated on the applicable trade confirmation.
 - xiii. The Purchaser agrees to provide TOUR with trade reporting and security delivery instructions for the daily trade reporting and account statements as well as the delivery of the Stock purchased by TOUR on the Purchaser's behalf.
 - xiv. Purchaser agrees to make all filings, if any, required under Sections 13(d), 13(g) and 16 of the Exchange Act in a timely manner, to the extent any such filings are applicable to Purchaser.

B) Indemnification and Limitation on Liability

1. The Purchaser agrees to indemnify and hold harmless TOUR (and its directors, officers, employees and affiliates) from and against all claims, liabilities, losses, damages and expenses (including reasonable attorney's fees and costs) arising out of or attributable to: a.) any material breach by the Purchaser of this Purchase Plan (including the Purchaser's representations and warranties), and b.) any violation by the Purchaser of applicable laws or regulations. The Purchaser will have no indemnification obligations in the case of gross negligence or willful misconduct of TOUR or any other indemnified person. This indemnification will survive the termination of this Purchase Plan.

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2. Notwithstanding any other provision herein, neither TOUR nor the Purchaser will be liable for:
 - i. Special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages or any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen.
 - ii. Any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as “acts of God”.
 3. The Purchaser acknowledges and agrees that TOUR has not provided the Purchaser with any tax, accounting or legal advice with respect to this Purchase Plan, including whether the Purchaser would be entitled to any of the affirmative defenses under Rule 10b5-1.

C) Governing Law

This Purchase Plan will be governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to such State’s conflict of laws rules.

D) Entire Agreement

This Purchase Plan (including any Appendices, Annexes or Exhibits) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreements, understandings, proposals or promises with respect thereto, whether written or oral.

E) Assignment

This Purchase Plan and each party’s rights and obligations hereunder may not be assigned or delegated without the written permission of the other party and shall inure to the benefit of each party’s successors and permitted assigns, whether by merger, consolidation or otherwise.

F) Notices

All required notifications to TOUR under this Purchase Plan shall be made in writing, sent via facsimile and confirmed by telephone to:

[redacted]

All required notifications to the Purchaser under this Purchase Plan shall be made in writing, sent via e-mail, and confirmed by telephone to:

[redacted]

G) Counterparts

This Purchase Plan may be executed in two or more counterparts and by facsimile signature.

Your execution of this agreement constitutes your representation that you are authorized by the Purchaser to enter into this agreement and confirms your agreement with the foregoing. Upon executing and returning one copy of this letter to the undersigned, this agreement shall become a binding agreement between the Purchaser and Tourmaline Partners, LLC

BECKER DRAPKIN PARTNERS, LP

By: /s/ Steven R. Becker

Name: Steven R. Becker

Title: Managing Partner

ACKNOWLEDGED AND AGREED:

Tourmaline Partners, LLC

By: /s/ Daniel Dispigna

Name: Daniel Dispigna

Title: COO

STOCK PURCHASE PLAN

Becker Drapkin Management, L.P. (the “Advisor”) on behalf of a Managed Account (“the Purchaser”), as of September 2, 2014 has entered into this Stock Purchase Plan (the “Purchase Plan”) in order to purchase shares pursuant to the written instructions on Appendix A of the common stock (“Stock”) of Intevac, Inc. (the “Issuer”) pursuant to the requirements of and in conformity with the provisions of Rule 10b5-1 (“Rule 10b5-1”) and Rule 10b-18 (“Rule 10b-18”) promulgated under the Securities Exchange Act of 1934.

The Purchaser requests that Tourmaline Partners, LLC (“TOUR”) execute the Purchase Plan pursuant to the following:

1. Starting on October 2, 2014 purchase shares of Stock pursuant to the written instructions on Appendix A on a “not held” basis.
2. TOUR will use its reasonable efforts to effect all open-market purchases pursuant to this Purchase Plan in accordance with the provisions of Rule 10b-18. TOUR will advise the Purchaser of all purchases executed under this Purchase Plan pursuant to the customary trade confirmation.
3. This Purchase Plan will terminate upon the earliest of:
 - i. the opening of the trading day immediately following the receipt by TOUR of written notice by the Purchaser of termination of the Purchase Plan;
 - ii. October 30, 2014;
 - iii. the completion of the purchases contemplated by the Purchase Plan;
 - iv. the date TOUR becomes aware of the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official, in each case with respect to the Issuer or the taking of any corporate action by the Issuer to authorize or commence any of the foregoing;
 - v. the date the Issuer or any other person publicly announces a tender or exchange offer with respect to the Stock or a merger, acquisition, reorganization, recapitalization or other similar business combination or transaction as a result of the consummation of which the Stock would be exchanged or converted into cash, securities or other property.
 - vi. the Purchaser’s or TOUR’s reasonable determination that: (a) the Purchase Plan does not comply with Rule 10b5-1 or other applicable securities laws; or (b) the Purchaser has not, or TOUR has not, complied with the Purchase Plan, Rule 10b5-1 or other applicable securities laws.
4. Any transaction pending at the time that this Purchase Plan is terminated shall be completed and TOUR shall receive the commission set forth in paragraph 5 below.
5. The Purchaser will pay TOUR commission not to exceed \$.04 per share.
6. TOUR will provide Purchaser and Issuer with written trade confirmations of the purchases made pursuant to this Purchase Plan promptly after the execution of such transactions and in any event no later than the close of business on the day following any such sales, including sufficient information to permit the client to timely prepare and make all filings required under section 13(d), 13(g) and 16 of the Exchange Act.

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7. TOUR must suspend purchase of shares of Stock under this Purchase Plan on a particular day for any of the following reasons:
- i. A day specified by the Purchase Plan is not a day on which the shares of Stock trade regular way on the listing exchange or primary market center;
 - ii. Trading of the shares of Stock on the listing exchange or the primary market center is suspended for any reason; or
 - iii. TOUR cannot effect a purchase of shares of Stock due to legal, regulatory or contractual restrictions applicable to it, the Issuer or the Purchaser (including without limitation, Regulation M, Rule 10b-5 or Rule 10b-18).
- TOUR will resume purchases in accordance with Paragraph 1 and 2 and this Purchase Plan on the next day specified in the Purchase Plan after the condition causing the suspension of purchases has been resolved to the satisfaction of TOUR, the Issuer and the Purchaser.
8. This Purchase Plan may be modified or amended by the Purchaser provided that such modification is made in good faith and not as part of a scheme to evade the prohibitions of Rule 10b-5 or Rule 10b-18. The Plan may be modified or amended only in accordance with the following:
- a. Upon the written agreement of Purchaser and TOUR and approval of any amendment or modification by the Issuer;
 - b. Upon modification of the Purchase Plan, Purchaser will be subject to a 30 day cooling off period before executing any trades; and
 - c. Amendments or modifications to the Purchase Plan may only be made during an open trading window and while Purchaser is not in possession of any material nonpublic information and shall be subject to the representations and warranties set forth in Section A below.
9. TOUR will from time to time trade on a proprietary basis in shares of Stock while in possession of this Purchase Plan and orders contemplated hereby, in accordance with industry rules, including New York Stock Exchange Rule 92. By signing this agreement, you acknowledge the foregoing disclosures, and consent to TOUR trading while it is in possession of this Plan or Purchaser's order.

A. The Purchaser's Representations and Warranties

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- v. If applicable, the Purchaser agrees to provide TOUR with all necessary information regarding the Purchaser's previous purchases, as may be required for TOUR to calculate the Purchaser's volume limitations under Rule 10b-18.
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 - viii. The Purchaser agrees that it does not have authority, influence or control over any purchase of Stock effected by TOUR pursuant to this Purchase Plan and will not attempt to exercise any such authority, influence or control. The Purchaser agrees that it will not, communicate any information relating to the Stock, the Issuer or the Purchaser to any employee of TOUR or its affiliates who are responsible for purchasing Stock in accordance with this Purchase Plan and during the time this Purchase Plan is in effect.
 - ix. The Purchaser acknowledges and agrees that the Purchase Plan is a "securities contract," as such term is defined in Section 741(7) of Title 11 of the United States Code, as it may be amended (the "Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code.
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1. The Purchaser agrees to indemnify and hold harmless TOUR (and its directors, officers, employees and affiliates) from and against all claims, liabilities, losses, damages and expenses (including reasonable attorney's fees and costs) arising out of or attributable to: a.) any material breach by the Purchaser of this Purchase Plan (including the Purchaser's representations and warranties), and b.) any violation by the Purchaser of applicable laws or regulations. The Purchaser will have no indemnification obligations in the case of gross negligence or willful misconduct of TOUR or any other indemnified person. This indemnification will survive the termination of this Purchase Plan.

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2. Notwithstanding any other provision herein, neither TOUR nor the Purchaser will be liable for:
 - i. Special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages or any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen.
 - ii. Any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as “acts of God”.
 3. The Purchaser acknowledges and agrees that TOUR has not provided the Purchaser with any tax, accounting or legal advice with respect to this Purchase Plan, including whether the Purchaser would be entitled to any of the affirmative defenses under Rule 10b5-1.

C) Governing Law

This Purchase Plan will be governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to such State’s conflict of laws rules.

D) Entire Agreement

This Purchase Plan (including any Appendices, Annexes or Exhibits) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreements, understandings, proposals or promises with respect thereto, whether written or oral.

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F) Notices

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Your execution of this agreement constitutes your representation that you are authorized by the Purchaser to enter into this agreement and confirms your agreement with the foregoing. Upon executing and returning one copy of this letter to the undersigned, this agreement shall become a binding agreement between the Purchaser and Tourmaline Partners, LLC

BECKER DRAPKIN MANAGEMENT, LP ON
BEHALF OF A MANAGED ACCOUNT

By: /s/ Steven R. Becker

Name: Steven R. Becker

Title: Managing Partner

ACKNOWLEDGED AND AGREED:

Tourmaline Partners, LLC

By: /s/ Daniel Dispigna

Name: Daniel Dispigna

Title: COO