SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-Q

(MARK ONE)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE QUARTERLY PERIOD ENDED MARCH 31, 1998

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM ..... TO .....

COMMISSION FILE NUMBER: 0-17995

AMTECH CORPORATION
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

TEXAS	75-2216818
(STATE OF INCORPORATION)	(I.R.S. EMPLOYER IDENTIFICATION NUMBER)

19111 DALLAS PARKWAY
SUITE 300
DALLAS, TEXAS 75287-3106
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

(972) 733-6600
(REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREACODE)

INDICATE BY CHECK MARK WHETHER THE REGISTRANT (1) HAS FILED ALL REPORTS REQUIRED TO BE FILED BY SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 DURING THE PRECEDING 12 MONTHS (OR FOR SUCH SHORTER PERIOD THAT THE REGISTRANT WAS REQUIRED TO FILE SUCH REPORTS) AND (2) HAS BEEN SUBJECT TO SUCH FILING REQUIREMENTS FOR THE PAST 90 DAYS.

YES X NO
--- ---

INDICATE THE NUMBER OF SHARES OUTSTANDING OF EACH OF THE ISSUER'S CLASSES OF COMMON STOCK, AS OF THE LATEST PRACTICABLE DATE.

CLASS	OUTSTANDING AT APRIL 30, 1998
COMMON STOCK, PAR VALUE $.01 PER SHARE	17,018,509

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PART I-FINANCIAL INFORMATION

AMTECH CORPORATION

CONDENSED CONSOLIDATED BALANCE SHEETS

(In thousands)

	March 31, 1998	December 31, 1997
ASSETS	(Unaudited)	
Current assets:		
Cash and cash equivalents	$ 17,482	$ 15,163
Short-term marketable securities	--	1,010
Accounts receivable, net of allowance for doubtful accounts of $1,105,000 in 1998 and $1,113,000 in 1997	30,901	31,559
Inventories	13,196	11,759
Prepaid expenses	1,006	801
Total current assets	62,585	60,292
Property and equipment, at cost	29,509	28,907
Accumulated depreciation	(16,946)	(16,164)
	12,563	12,743
Intangible assets, net	6,550	6,746
Other assets	5,777	5,742
	$ 87,475	$ 85,523
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 7,220	$ 6,167
Accrued expenses	14,034	13,832
Deferred income	1,888	1,828
Total current liabilities	23,142	21,827
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $1 par value, 10,000,000 shares authorized; none issued	--	--
Common stock, $.01 par value, 30,000,000 shares authorized; 17,098,509 issued, 17,018,509 outstanding in 1998 and 17,024,563 issued, 16,944,563 outstanding in 1997	171	170
Additional paid-in capital	86,322	86,045
Treasury stock, at cost	(393)	(393)
Accumulated deficit	(21,767)	(22,126)
Total stockholders' equity	64,333	63,696
	$ 87,475	$ 85,523

See accompanying notes.

AMTECH CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)

(Unaudited)

	Three Months Ended March 31	
	1998	1997
Sales	$ 31,005	$ 24,153
Operating costs and expenses:		
Cost of sales	18,171	15,358
Research and development	2,250	2,818
Marketing, general and administrative	10,406	10,289
	30,827	28,465
Operating income (loss)	178	(4,312)
Investment income	262	297
Interest expense	---	(65)
Income (loss) before income taxes	440	(4,080)
Provision (benefit) for income taxes	81	(880)
Net income (loss)	$ 359	$ (3,200)
Basic and diluted earnings (loss) per share	$ 0.02	$ (0.22)
Shares used in computing earnings (loss) per share:		
Basic	16,949	14,723
Diluted	16,951	14,723

See accompanying notes.

AMTECH CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

(Unaudited)

	Three Months Ended March 31	
	1998	1997
Cash flows from operating activities:		
Net income (loss)	$ 359	$ (3,200)
Adjustments to reconcile net income		

(loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,328	1,168
Stock based compensation	363	--
Deferred income taxes	--	(705)
Change in operating assets and liabilities:		
Accounts receivable	574	1,191
Inventories	(1,437)	(165)
Prepaid expenses	(205)	514
Intangibles and other assets	19	(128)
Accounts payable and accrued expenses	1,255	(493)
Deferred income	60	(571)
Net cash provided (used) by operating activities	2,316	(2,389)
Cash flows from investing activities:		
Purchases of property and equipment	(755)	(745)
Purchase of Cardkey Systems	--	(1,868)
Purchases of marketable securities	--	(4,916)
Sales and maturities of marketable securities	1,010	7,761
Increase in other assets	(251)	(295)
Other	(13)	(27)
Net cash used by investing activities	(9)	(90)
Cash flows from financing activities:		
Other	25	23
Net cash provided by financing activities	25	23
Effect of exchange rate changes on cash and cash equivalents	(13)	45
Increase (decrease) in cash and cash equivalents	2,319	(2,411)
Cash and cash equivalents, beginning of period	15,163	5,296
Cash and cash equivalents, end of period	$ 17,482	$ 2,885

See accompanying notes.

AMTECH CORPORATION

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. BASIS OF PRESENTATION

The accompanying financial statements, which should be read in conjunction with the audited consolidated financial statements included in the Company's 1997 Annual Report to Shareholders on Form 10-K, are unaudited but have been prepared in the ordinary course of business for the purpose of providing information with respect to the interim periods. The Condensed Consolidated Balance Sheet at December 31, 1997 was derived from the audited Consolidated Balance Sheet at that date which is not presented herein. Management of the Company believes that all adjustments necessary for a fair presentation for such periods have been included and are of a normal recurring nature, except for the charges relating to the management change discussed in Note 3 below. The results of operations for the three-month period ended March 31, 1998 are not necessarily indicative of the results to be expected for the full year.

In 1997, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 130, "Reporting Comprehensive Income" ("SFAS 130") effective for years beginning after December 15, 1997. SFAS 130 establishes standards for reporting and display of comprehensive income and its components in a full set of financial statements. The differences between net income and comprehensive income were not significant for the quarter ended March

31, 1998.

Basic earnings per share is computed based on the weighted average number of shares of common stock outstanding. Diluted earnings per share includes the effect of dilutive employee stock options.

2. INVENTORIES

Inventories consist of the following:

	March 31, 1998	December 31, 1997
Raw materials	$ 6,209,000	$ 4,956,000
Work in process	2,592,000	3,107,000
Finished goods	4,395,000	3,696,000
	$13,196,000	$11,759,000

3. MANAGEMENT CHANGE

On February 27, 1998, Mr. David P. Cook replaced the chairman, president and chief executive officer of the Company. The provisions of the former executive's severance agreement and various stock options resulted in a first quarter 1998 expense charge of approximately $1,000,000, including a cash payment of approximately $650,000, which is included in marketing, general and administrative expenses.

4. SUBSEQUENT EVENTS

In April 1998, the Company signed a letter of intent to sell its Transportation Systems Group ("TSG") to UNOVA, Inc. ("UNOVA"), with a targeted closing for the proposed transaction in late May. Purchase consideration to be received from UNOVA will be either all cash or, at UNOVA's election, cash and the return of the 2,211,900 shares of the Company's common stock held by UNOVA, which were purchased from the Company in late 1997.

The purchase price for TSG, which is based upon a net asset value formula with various options, is not yet determinable and therefore the ultimate gain or loss from the transaction is not known. However, the Company believes that the ultimate gain or loss from such transaction would not have a material effect on its consolidated financial position.

Additionally, the Company has agreed to issue to David P. Cook, the Company's Chairman, President, and Chief Executive Officer, warrants to acquire 4,254,627 shares of the Company's Common Stock at an exercise price of $7.00 per share (twice the closing price of the Company's Common Stock on the day preceding the date of grant), in consideration of Mr. Cook agreeing to a three year employment arrangement with the Company. The warrants have a five year term and vest quarterly over two years. The warrants vest immediately in the event of (i) a change of control of the Company, (ii) change of control of any material Company subsidiary that is engaged in the digital data distribution business or (iii) Mr. Cook's employment is terminated other than for "cause." Mr. Cook will receive no salary under the employment arrangement.

The Company intends to pursue digital data distribution businesses and has acquired Petabyte Corporation, a start-up enterprise founded by Mr. Cook. The acquisition was approved by the Company's board of directors excluding Mr. Cook. Petabyte currently has no operations, but owns certain intellectual property (the use of which entitles Mr. Cook to receive a royalty) in the digital data distribution arena, including a patent pending authored by Mr. Cook, certain existing know-how and the exclusive rights to know-how created or conceived by Mr. Cook during the next three years in the digital data distribution arena, and certain Internet domain names and certain service marks. The targeted businesses for Petabyte Corporation are scaleable systems for selling and distributing customized digital data products wherein a customer selects particular data products (primarily large data sets, such as software, music, governmental publications, NASA satellite imaging, etc.) over the Internet, by telephone,

from terminals at retail sites, by fax, e-mail, or other embodiments. Such data sets could be automatically assembled and manufactured on compact disk, digital versatile disk (DVD), or other media format and then shipped to, or transmitted digitally to, the customer. In consideration of the sale of Petabyte, the Company has agreed to pay Mr. Cook five annual payments of $200,000 each. The first payment will be made by June 1, 1998. The Company has the right, exercisable at any time within the next four years, to return the Petabyte enterprise back to Mr. Cook. If the Company exercises this right, no further payments are required to be made.

Item 2.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

OVERVIEW

The Company is currently organized into two market oriented groups. The Electronic Security Group ("ESG"), which focuses on products and services for electronic access control applications, includes Amtech Europe Limited and Cardkey Systems, Inc. The Transportation Systems Group ("TSG"), which includes Amtech Systems Corporation, Amtech World Corporation and Amtech International S.A., develops and provides high-frequency radio frequency identification solutions to the transportation markets. These markets include electronic toll and traffic management ("ETTM"), rail, airport, parking and access control, intermodal and motor freight. In April 1998, the Company signed a letter of intent to sell TSG to UNOVA, Inc. ("UNOVA"), with a targeted closing for the proposed transaction in late May. Purchase consideration to be received from UNOVA will be either all cash or, at UNOVA's election, cash and the return of the 2,211,900 shares of the Company's common stock held by UNOVA, which were purchased from the Company in late 1997. The purchase price for TSG, which is based upon a net asset value formula with various options, is not yet determinable and therefore the ultimate gain or loss from the transaction is not known. However, the Company believes that the ultimate gain or loss from such transaction would not have a material effect on its consolidated financial position.

The Interactive Data Group ("IDG") business, consisting of WaveNet, Inc. and WaveNet International, Inc. was sold in November 1997. This sale impacts the comparability of the Company's 1998 results with those of 1997.

RESULTS OF OPERATIONS

Sales for the three months ended March 31, 1998 increased by $6,852,000 or 28% from the comparable period in 1997. Sales for the ESG increased from $14,514,000 in 1997 to $15,771,000 in 1998 primarily in its U.S.-based operations. The TSG's sales increased from $9,472,000 in 1997 to $15,234,000 in 1998 as first quarter 1997 sales were abnormally low due to delays in timing of revenue recognition of certain systems integration contracts and European manufacturing delays. First quarter 1998 sales were more in line with recent sales levels.

Gross profit as a percentage of sales increased from 36% for the first quarter of 1997 to 41% for the first quarter of 1998, primarily due to an increase in the TSG's gross profit margin from 24% in 1997 to 38% in 1998. The TSG increase is due in part to improved gross profit margins on systems integration services contract work in the first quarter of 1998, although revenues of $1,518,000 from the Florida Department of Transportation electronic toll collection system contract had no gross profit margin as expected. In the first quarter of 1997 TSG's gross profit margin was reduced by a single system integration services contract based on the updated estimate of costs required to complete the contract. Additionally, TSG gross profit margin in 1998 increased as a result of lower manufacturing costs due to higher sales volumes of Company-manufactured products and a more favorable mix of higher margin sales. The ESG's gross profit margin was 42% in 1998 compared to 41% in 1997.

Research and development expenses for the three months ended March 31, 1998 decreased $568,000 or 20% from the comparable period in 1997, primarily due to a reduction of $353,000 in IDG expenditures resulting from its disposal in November 1997.

Marketing, general and administrative expenses for the three months ended March 31, 1998 increased $117,000 or 1% from the comparable period in 1997. The

first quarter of 1998 included an expense charge of approximately $1,000,000 pursuant to the provisions of the Company's former chairman, president and chief executive officer's severance agreement and various stock options. This was partially offset by a reduction in IDG expenditures of $758,000 resulting from its disposal in November 1997.

As a result of the foregoing, the Company experienced total operating income of $178,000 for the three months ended March 31, 1998 as compared to a loss of $4,312,000 for the comparable period in 1997. Both the TSG and ESG were profitable in 1998 while incurring losses in 1997's first quarter.

Investment income decreased to $262,000 for the three months ended March 31, 1998 from $297,000 for the comparable period in 1997. The decrease is primarily attributable to lower interest rates on cash investments in the first quarter of 1998 when compared to the same period in 1997.

The income tax provision of $81,000 for the three months ended March 31, 1998 consists primarily of state and foreign income taxes. The Company has net operating loss carryforwards available in the U.S. to offset a portion of its current tax expense. These net operating loss carryforwards were fully reserved with a valuation allowance at December 31, 1997. Income taxes as a percentage of the income before taxes for the three months ended March 31, 1997 is different from the U.S. statutory rate of 34%, primarily due to the effect of certain goodwill not being deductible for tax purposes and unbenefitted foreign losses.

As a result of the foregoing, the Company experienced net income of $359,000 for the three months ended March 31, 1998 as compared to a net loss of $3,200,000 for the comparable period in 1997.

LIQUIDITY AND CAPITAL RESOURCES

At March 31, 1998, the Company's principal source of liquidity is its net working capital position of $39,443,000. For the three months ended March 31, 1998, net cash provided by operating activities totaled $2,316,000 . The Company has no significant borrowings and believes a significant working capital line of credit could be obtained if desired. For the remainder of 1998, the Company expects to expend up to an additional $3,000,000 for property and equipment, including approximately $1,000,000 in the TSG. If the sale of the TSG business to UNOVA is consummated, the Company's cash position would be enhanced in an amount ranging from $16 million to $27 million depending primarily on whether the Company's common stock owned by UNOVA is returned as part of the consideration for TSG. If such transaction is not consummated, the Company's near-term liquidity will be impacted by the requirement for several million dollars of working capital to support large systems integration services contracts of the TSG. The Company believes that its existing net working capital position, the sale of its TSG business, and other capital funding alternatives will be sufficient to meet the capital requirements to pursue digital data distribution businesses.

OTHER MATTERS

The Company has agreed to issue to David P. Cook, the Company's Chairman, President, and Chief Executive Officer, warrants to acquire 4,254,627 shares of the Company's Common Stock at an exercise price of $7.00 per share (twice the closing price of the Company's Common Stock on the day preceding the date of grant), in consideration of Mr. Cook agreeing to a three year employment arrangement with the Company. The warrants have a five year term and vest quarterly over two years. The warrants vest immediately in the event of (i) a change of control of the Company, (ii) change of control of any material Company subsidiary that is engaged in the digital data distribution business or (iii) Mr. Cook's employment is terminated other than for "cause." Mr. Cook will receive no salary under the employment arrangement.

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for Petabyte Corporation are scaleable systems for selling and distributing customized digital data products wherein a customer selects particular data products (primarily large data sets, such as software, music, governmental publications, NASA satellite imaging, etc.) over the Internet, by telephone, from terminals at retail sites, by fax, e-mail, or other embodiments. Such data sets could be automatically assembled and manufactured on compact disk, digital versatile disk (DVD), or other media format and then shipped to, or transmitted digitally to, the customer. In consideration of the sale of Petabyte, the Company has agreed to pay Mr. Cook five annual payments of $200,000 each. The first payment will be made by June 1, 1998. The Company has the right, exercisable at any time

within the next four years, to return the Petabyte enterprise back to Mr. Cook. If the Company exercises this right, no further payments are required to be made.

BUSINESS CONSIDERATIONS

Successful development of a start-up enterprise, particularly Internet related businesses, can be difficult and costly; there are no assurances of ultimate success and a start-up enterprise involves risks and uncertainties, including the following: (1) There are no assurances that the Company will be able to develop successfully Petabyte's targeted businesses, that it will be able to compete effectively against similar or alternative digital data distribution businesses, that it will gain market acceptance, that it will not be made obsolete by further technological development, that it can be successfully integrated into the Company's existing operations, or that it will not encounter other, and even unanticipated, risks. (2) Use of the Internet by consumers, while growing, is still at an early stage of development, and market acceptance of the Internet as a medium for entertainment, commerce and information is still subject to a high level of uncertainty. (3) The Company may decide to exit the digital data distribution business at any time.

PART II - OTHER INFORMATION

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits

The following is a list of exhibits filed as part of this Quarterly Report on Form 10-Q.

	DESCRIPTION OF EXHIBITS
10.1*	Amtech Corporation 1996 Directors' Stock Option Plan (Amended and Restated as of April 1998)
10.2*	Amtech Corporation 1995 Long-Term Incentive Plan (Amended and Restated as of April 1998)
10.3*	Amtech Corporation 1992 Stock Option Plan (Amended and Restated as of April 1998)
10.4*	Letter of Intent, dated April 8, 1998, between UNOVA, Inc. and Amtech Corporation.
10.5*	Stock Purchase Agreement, dated May 14, 1998, between Amtech Corporation and David P. Cook.
27.1*	Financial Data Schedule.

(b) No reports of the registrant on Form 8-K have been filed with the Securities and Exchange Commission during the three months ended March 31, 1998.

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*Filed herewith.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

AMTECH CORPORATION
(Registrant)

Date: May 15, 1998 By: /s/Steve M. York

Steve M. York
Senior Vice President, Chief Financial Officer, and Treasurer
(Principal Financial Officer and Duly Authorized Officer)

EXHIBIT INDEX

10.1	Amtech Corporation 1996 Directors' Stock Option Plan
10.2	Amtech Corporation 1995 Long-Term Incentive Plan
10.3	Amtech Corporation 1992 Stock Option Plan
10.4	Letter of Intent
10.5	Stock Purchase Agreement

EXHIBIT 10.1

AMTECH CORPORATION
1996 DIRECTORS' STOCK OPTION PLAN
(AMENDED AND RESTATED AS OF APRIL 1998)

Section 1. PURPOSE

The purpose of the Amtech Corporation 1996 Directors' Stock Option Plan (hereinafter called the "Plan") is to advance the interests of Amtech Corporation (hereinafter called the "Company") by strengthening the ability of the Company to attract, on its behalf, and retain non-employee directors of high caliber through encouraging a sense of proprietorship by means of stock ownership.

Section 2. DEFINITIONS

"Adoption Date" shall mean December 14, 1995.

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

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Committee" shall mean a committee of the Board of Directors comprised of at least two directors. Members of the Committee shall be selected by the Board of Directors. To the extent necessary to comply with the requirements of Rule 16b-3, the Committee shall consist of two or more Disinterested Directors. Also, if the requirements of Section 162(m) of the Code are intended to be met, the Committee shall consist of two or more "outside directors" within the meaning of Section 162(m) of the Code.

"Common Stock" shall mean the Common Stock of the Company, par value $.01 per share.

"Date of Grant" shall mean the date on which an Option is granted under the Plan.

"Designated Beneficiary" shall mean the beneficiary designated by the Participant, in a manner determined by the Committee, to receive amounts due the Participant in the event of the Participant's death. In the absence of an effective designation by the Participant, Designated Beneficiary shall mean the Participant's estate.

"Disinterested Director" shall mean a director who has not been, during the one year prior to service as an administrator of the Plan, granted or awarded an option pursuant to the Plan or any other plan of the Company or any of its affiliates (except for grants or awards pursuant to Section 6(a) of the Plan or as may be permitted by Rule 16b-3 promulgated under the Exchange Act).

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

"External Director" shall mean a Director of the Company who is not an employee of the Company or a subsidiary.

"Fair Market Value" shall mean the closing sales price (or average of the quoted closing bid and asked prices if there is no closing sales price reported) of the Common Stock on the date specified as reported by the Nasdaq Stock Market, or by the principal national stock exchange on which the Common Stock is then listed. If there is no reported price information for such date, the Fair Market Value will be determined by the reported price information for Common Stock on the day nearest preceding such date.

"Option" shall mean a Stock Option granted pursuant to Section 6.

"Optionee" shall mean the person to whom an option is granted under the Plan or who has obtained the right to exercise an option in accordance with the provisions of the Plan.

"Participant" shall mean a person who receives an award of Options under the Plan.

"Qualifying External Director" shall mean an External Director who is not a person, an employee or affiliate of a person, or a designee to the Board of Directors of a person (in each case, other than a person that is a strategic/business partner of the Company), that is required to file a statement under Section 13(d) or 13(g) of the Exchange Act or the rules, regulations, and interpretations of the Securities and Exchange Commission thereunder with respect to ownership of the Common Stock.

"Rule 16b-3" shall mean Rule 16b-3 of the rules and regulations under the Exchange Act as it may be amended from time-to-time and any successor provision to Rule 16b-3 under the Exchange Act.

Section 3. ADMINISTRATION

The Plan shall be administered by the Committee. The Committee shall have sole and complete authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the operation of the Plan as it shall from time to time deem advisable, and to construe, interpret, and administer the terms and provisions of the Plan and the agreements thereunder. The determinations and interpretations made by the Committee are final and conclusive.

Section 4. ELIGIBILITY

All Qualifying External Directors shall be eligible to receive awards of Options under the Plan.

Section 5. MAXIMUM AMOUNT AVAILABLE FOR AWARDS

Subject to the provisions of Section 9, the maximum number of shares of Common Stock in respect of which Options may be granted under the Plan shall be 225,000 shares of Common Stock. No Participant may be granted Options for more than 50,000 shares of Common Stock in the aggregate during the term of the Plan. Shares of Common Stock may be made available from authorized but unissued shares of the Company or from shares reacquired by the Company, including shares purchased in the open market. In the event that an Option is terminated unexercised as to any shares of Common Stock covered thereby, such shares shall thereafter be again available for award pursuant to the Plan.

Section 6. STOCK OPTIONS

(a) During the term of the Plan, on the date that a Qualifying External Director is first appointed or elected to the Board of Directors after the Adoption Date, such director shall be granted nonqualified Options to purchase 25,000 shares of Common Stock. Each Qualifying External Director serving on the Board of Directors on the Adoption Date shall be granted nonqualified Options to purchase 22,500 shares of Common Stock, effective as of the Adoption Date. In addition, subject to the provisions of the last two sentences of this Subsection, on each subsequent date that a Qualifying External Director is re-elected to the Board of Directors, such director shall be granted nonqualified Options to purchase 2,500 shares of Common Stock. All options granted pursuant to this Subsection shall vest six months from the date of grant, subject to the provisions of Subsection 11(j). No 2,500 share Option grant shall be made to a Qualifying External Director under this Subsection in a calendar year when such director received an Option grant under Section 4(c) of the Company's 1992 Stock Option Plan or under Subsection 6(a)(4) of the Company's 1995 Long-Term Incentive Plan. No 2,500 share Option grant shall be made under this Subsection, (i) after December 31, 1998, to a Qualifying External Director who does not own at least 10,000 shares of the Common Stock (in the case of directors serving on the Board of Directors on the Adoption Date) or (ii) after the third anniversary of a director's initial appointment or election to the Board of Directors if such director does not own at least 10,000 shares of the Common Stock by such third anniversary (in the case of all other Qualifying External Directors).

(b) All Options granted under the Plan prior to shareholder approval of the Plan shall be subject to the approval of the Plan by the shareholders of the Company.

(c) The exercise price for Options granted hereunder shall be 100% of the Fair Market Value of the Common Stock on the Date of Grant.

(d) Each Option shall be exercisable at such times and subject to such terms and conditions as specified in the applicable grant; provided, however, that in no event may any Option granted hereunder be exercisable after the expiration of ten years from the Date of Grant. The Committee may impose such conditions with respect to the exercise of Options, including without limitation, any relating to the application of federal or state securities laws, as it may deem necessary or advisable.

(e) No shares shall be delivered pursuant to any exercise of an Option until payment in full of the option price therefor is received by the Company. Such payment may be made in cash, or its equivalent, or, if and to the extent permitted by the Committee, by exchanging shares of Common Stock owned by the Optionee (which are not the subject of any pledge or other security interest), or by a combination of the foregoing, provided that the combined value of all cash and cash equivalents and the Fair Market Value of any such Common Stock so tendered to the Company, valued as of the date of such tender, is at least equal to such option price.

If the shares to be purchased are covered by an effective registration statement under the Securities Act of 1933, any Option may be exercised by a broker-dealer acting on behalf of an Optionee if (a) the broker-dealer has received from the Optionee instructions signed by the Optionee requesting the Company to deliver the shares of Common Stock subject to such option to the broker-dealer on behalf of the Optionee and specifying the account into which such shares should be deposited, (b) adequate provision has been made with respect to the payment of any withholding taxes due upon such exercise, and (c) the broker-dealer and the Optionee have otherwise complied with Section 220.3(e)(4) of Regulation T, 12 CFR Part 220, or any successor provision.

(f) The Company shall not be required to issue any fractional shares upon the exercise of any Options granted under the Plan. No Optionee or such Optionee's legal representatives, legatees or distributees, as the case may be, will be, or will be deemed to be, a holder of any shares subject to an Option unless and until said Option has been exercised and the purchase price of the shares in respect of which the Option has been exercised has been paid. Unless otherwise provided in the agreement applicable thereto, an Option shall not be exercisable except by the Optionee or by a person who has obtained the Optionee's rights under the Option by will or under the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined in the Code.

Section 7. PLAN AMENDMENTS

To the extent necessary to comply with Rule 16b-3, Subsections 6(a) and 6(c) shall not be amended more than once every six months, other than to comport with changes in the Code or in the Employee Retirement Income Security Act of 1974, as amended, or the rules promulgated thereunder. Except as provided in the immediately preceding sentence, the Board of Directors may amend, abandon, suspend or terminate the Plan or any portion thereof at any time in such respects as it may deem advisable in its sole discretion, provided that no amendment shall be made without shareholder approval if such approval is necessary to comply with any tax or regulatory requirement, including for these purposes any approval requirement that is a prerequisite for exemptive relief under Section 16(b) of the Exchange Act.

Section 8. RESTRICTIONS ON TRANSFER OF COMMON STOCK

Without the Company's prior written consent, any Common Stock issued to a person subject to the provisions of Section 16(b) of the Exchange Act, as interpreted by the rules, regulations, and interpretations of the Securities and Exchange Commission thereunder, pursuant to the exercise of an Option granted under the Plan and intended to comply with the requirements of Rule 16b-3 shall not be transferred until at least six months after the later of (i) the date of grant of such Option or (ii) the date on which the Plan is approved by the Company's shareholders in accordance with Rule 16b-3.

Section 9. ADJUSTMENT TO SHARES

In the event that the Committee shall determine that any stock dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Common Stock at a price substantially below Fair Market Value, or other similar corporate event affects the Common Stock such that an adjustment is required in

order to preserve the benefits or potential benefits intended to be made available under the Plan, then the Committee shall adjust appropriately any or all of (i) the number and kind of shares which thereafter may be optioned under the Plan, (ii) the number and kind of shares subject of Options, and (iii) the exercise price with respect to any of the foregoing and/or, if deemed appropriate, make provision for cash payment to a Participant or a person who has an outstanding Option; provided, however, that the number of shares subject to any Option shall always be a whole number.

Section 10. EFFECTIVE DATE

Subject to the approval of the shareholders of the Company, the Plan shall be effective as of the Adoption Date.

Section 11. GENERAL PROVISIONS

(a) The Company shall have the right to deduct from all amounts paid to a Participant in cash (whether under the Plan or otherwise) any taxes required by law to be withheld in respect of Options under the Plan. However, if permitted by the Committee or under the terms of the applicable agreement, the Participant may pay all or any portion of the taxes required to be withheld by the Company by electing to have the Company withhold shares of Common Stock, or by delivering previously owned shares of Common Stock, having a Fair Market Value equal to the amount required to be withheld or paid. The Participant must make the foregoing election on or before the date that the amount of tax to be withheld is determined ("Tax Date"). Any such election is irrevocable and subject to disapproval by the Committee. If the Participant is subject to the short-swing profits recapture provisions of Section 16(b) of the Exchange Act, then the applicable agreement shall not provide the Participant an election option, or, if it does, any such election shall be subject to the restrictions imposed by Rule 16b-3.

(b) Each Option hereunder shall be evidenced in writing, delivered to the Participant, and shall specify the terms and conditions thereof and any rules applicable thereto, including but not limited to, the effect on such Option of the death, retirement, disability or other separation from directorship of the Participant and the effect thereon, if any, of a change in control of the Company.

(c) Unless otherwise provided in the agreement applicable thereto, no Option shall be assignable or transferable except by will or under the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined in the Code, and no right or interest of any Participant shall be subject to any lien, obligation or liability of the Participant.

(d) Neither the Plan nor any Option granted hereunder is intended to confer upon any Participant any rights with respect to continuance of the utilization of his or her services by the Company, nor to interfere in any way with his or her right or that of the Company to terminate his or her services at any time (subject to the terms of any applicable contract, law, regulation, and the articles and bylaws of the Company). The conditions to apply to the exercise of an Option in the event an Participant ceases to serve as a director of the Company for any reason shall be determined by the Committee, and such conditions shall be specified in the written agreement evidencing the award.

(e) Subject to the provisions of the applicable Option, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be distributed under the Plan until he or she has become the holder thereof.

(f) The validity, construction, interpretation, administration and effect of the Plan and of its rules and regulations, and rights relating to the Plan, shall be determined solely in accordance with the laws

of the State of Texas (without giving effect to its conflicts of laws rules) and, to the extent applicable, federal law.

(g) No Options may be granted under the Plan after December 13, 2005; however, all previous Options granted that have not expired under their original terms or will not then expire at the time the Plan expires will remain outstanding.

(h) Restrictions on Issuance of Shares

(1) The Company shall not be obligated to issue any shares upon the exercise of any Option granted under the Plan unless: (i) the shares pertaining to such Option have been registered under applicable securities laws or are exempt from such registration; (ii) the prior approval of such sale or issuance has been obtained from any state regulatory body having jurisdiction; and (iii) in the event the Common Stock has been listed on any exchange, the shares pertaining to such Option have been duly listed on such exchange in accordance with the procedure specified therefor. The Company shall be under no obligation to effect or obtain any listing, registration, qualification, consent or approval with respect to shares pertaining to any Option granted under the Plan. If the shares to be issued upon the exercise of any Option granted under the Plan are intended to be issued by the Company in reliance upon the exemptions from the registration requirements of applicable federal and state securities laws, the recipient of the Option, if so requested by the Company, shall furnish to the Company such evidence and representations, including an opinion of counsel, satisfactory to it, as the Company may reasonably request.

(2) The Company shall not be liable for damages due to a delay in the delivery or issuance of any stock certificates for any reason whatsoever, including, but not limited to, a delay caused by listing, registration or qualification of the shares of Common Stock pertaining to any Option granted under the Plan upon any securities exchange or under any federal or state law or the effecting or obtaining of any consent or approval of any governmental body.

(i) The Committee may impose such other restrictions on the ownership and transfer of shares issued pursuant to the Plan as it deems desirable; any such restrictions shall be set forth in the agreement applicable thereto.

(j) The vesting of all Options granted hereunder shall automatically accelerate upon a "change in control" of the Company.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed on its behalf as of the 29th day of April, 1998.

AMTECH CORPORATION

By: /s/ RONALD A. WOESSNER

Title: V.P.

Date: 5/12/98

AMTECH CORPORATION
1995 LONG-TERM INCENTIVE PLAN
(AMENDED AND RESTATED AS OF APRIL 1998)

Section 1. PURPOSE

The purpose of the Amtech Corporation 1995 Long-Term Incentive Plan (hereinafter called the "Plan") is to advance the interests of Amtech Corporation (hereinafter called the "Company") by strengthening the ability of the Company to attract, on its behalf and on behalf of its Subsidiaries (as hereinafter defined), and retain personnel of high caliber through encouraging a sense of proprietorship by means of stock ownership.

Section 2. DEFINITIONS

"Award" shall mean a grant or award under Section 6 through 9, inclusive, of the Plan, as evidenced in a written document delivered to a Participant as provided in Section 10(b).

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

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Committee" shall mean a committee of the Board of Directors comprised of at least two directors. Members of the Committee shall be selected by the Board of Directors. To the extent necessary to comply with the requirements of Rule 16b-3, the Committee shall consist of two or more Disinterested Directors. Also, if the requirements of Section 162(m) of the Code are intended to be met, the Committee shall consist of two or more "outside directors" within the meaning of Section 162(m) of the Code.

"Common Stock" shall mean the Common Stock of the Company, par value $.01 per share.

"Date of Grant" shall mean the date on which an Award is made pursuant to this Plan.

"Designated Beneficiary" shall mean the beneficiary designated by the Participant, in a manner determined by the Committee, to receive amounts due the Participant in the event of the Participant's death. In the absence of an effective designation by the Participant, Designated Beneficiary shall mean the Participant's estate.

"Disinterested Director" shall mean a director who is not, during the one year prior to service as an administrator of the Plan, granted or awarded an option pursuant to the Plan or any other plan of the Company or any of its affiliates (except for grants or awards pursuant to Section 6(a) of the Plan or as may be permitted by Rule 16b-3 promulgated under the Exchange Act). Disinterested Directors shall fall within one of the following categories: (i) External Director; (ii) Internal Director/Chief Executive Officer; (iii) Internal Director/Vice President of Research and Development; and (iv) Internal Director/Other.

"Effective Date" shall mean the first business day following the date of the 1995 annual meeting of the shareholders of the Company.

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

"External Director" shall mean a Director of the Company that is not an Internal Director.

"Fair Market Value" shall mean the closing sale price (or average of the quoted closing bid and asked prices if there is no closing sale price reported) of the Common Stock on the date specified as reported by the Nasdaq National Market, or by the principal national stock exchange on which the Common Stock is then listed. If there is no reported price information for such date, the Fair Market Value will be determined by the reported price information for Common Stock on the day nearest preceding such date.

"Incentive Stock Option" shall mean a stock option granted under Section 6 that is intended to meet the requirements of Section 422 of the Code (or any successor provision).

"Internal Director" shall mean a Director of the Company who is an employee of the Company or a Subsidiary.

"Nonqualified Stock Option" shall mean a stock option granted under Section 6 that is not intended to be an Incentive Stock Option.

"Option" shall mean an Incentive Stock Option or a Nonqualified Stock Option.

"Optionee" shall mean the person to whom an option is granted under the Plan or who has obtained the right to exercise an option in accordance with the provisions of the Plan.

"Participant" shall mean an individual who is selected by the Committee to receive an Award under the Plan.

"Payment Value" shall mean the dollar amount assigned to a Performance Share which shall be equal to the Fair Market Value of the Common Stock on the day of the Committee's determination under Section 7(c) with respect to the applicable Performance Cycle.

"Performance Cycle" or "Cycle" shall mean the period of years selected by the Committee during which the performance is measured for the purpose of determining the extent to which an award of Performance Shares has been earned.

"Performance Goals" shall mean the objectives established by the Committee for a Performance Cycle, for the purpose of determining the extent to which Performance Shares that have been contingently awarded for such Cycle are earned.

"Performance Share" shall mean an award granted pursuant to Section 7 of the Plan expressed as a share of Common Stock.

"Plan Adoption Date" means the later of the date on which the Plan is adopted by the Board of Directors of the Company and by the shareholders of the Company in accordance with Rule 16b-3.

"Qualifying External Director" shall mean an External Director who is not a person, an employee or affiliate of a person, or a designee to the Board of Directors of a person (in each case, other than a person that is a strategic/business partner of the Company), that is required to file a statement under Section 13(d) or 13(g) of the Exchange Act or the rules, regulations, and interpretations of the Securities and Exchange Commission thereunder with respect to ownership of the Common Stock.

"Restricted Period" shall mean the period of years selected by the Committee during which a grant of Restricted Stock or Restricted Stock Units may be forfeited to the Company.

"Restricted Stock" shall mean shares of Common Stock contingently granted to a Participant under Section 8 of the Plan.

"Rule 16b-3" shall mean Rule 16b-3 of the rules and regulations under the Exchange Act as it may be amended from time-to-time and any successor provision to Rule 16b-3 under the Exchange Act.

"Stock Unit Award" shall mean an award of Common Stock or units granted under Section 9.

"Subsidiary" shall mean any now existing or hereafter organized or acquired corporation or other entity of which more than fifty percent (50%) of the issued and outstanding voting stock or other economic interest is owned or controlled directly or indirectly by the Company or through one or more Subsidiaries of the Company and, in addition, shall include Alcatel Amtech S.A. for so long as the Company directly or

indirectly owns more than forty percent (40%) of that company's issued and outstanding stock and WaveLink Technologies, Inc. for so long as the Company

directly or indirectly owns or holds then exercisable rights to acquire more than twenty percent (20%) of that company's issued and outstanding stock.

Section 3. ADMINISTRATION

The Plan shall be administered by the Committee. The Committee shall have sole and complete authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the operation of the Plan as it shall from time to time deem advisable, and to construe, interpret, and administer the terms and provisions of the Plan and the agreements thereunder. The determinations and interpretations made by the Committee are final and conclusive.

Section 4. ELIGIBILITY

All employees and non-employee consultants and advisors (other than members of the Committee), in each case, who, in the opinion of the Committee, in each case, have the capacity for contributing in a substantial measure to the successful performance of the Company are eligible to receive Awards under the Plan. In addition, External Directors are eligible to receive Awards of Options pursuant to Section 6(a)(4).

Section 5. MAXIMUM AMOUNT AVAILABLE FOR AWARDS

(a) The maximum number of shares of Common Stock in respect of which Awards may be made under the Plan shall be a total of 1,000,000 shares of Common Stock. Of that amount, the maximum number of shares of Common Stock in respect of which Options may be granted under the Plan shall be 1,000,000 shares. In addition, no Participant may be granted Options for more than 400,000 shares of Common Stock in the aggregate during the term of the Plan. Shares of Common Stock may be made available from the authorized but unissued shares of the Company or from shares reacquired by the Company, including shares purchased in the open market. In the event that (i) an Option is terminated unexercised as to any shares of Common Stock covered thereby, or (ii) any Award in respect of shares is cancelled or forfeited for any reason under the Plan without the delivery of shares of Common Stock, such shares shall thereafter be again available for award pursuant to the Plan.

(b) In the event that the Committee shall determine that any stock dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Common Stock at a price substantially below fair market value, or other similar corporate event affects the Common Stock such that an adjustment is required in order to preserve the benefits or potential benefits intended to be made available under the Plan, then the Committee shall adjust appropriately any or all of (1) the number and kind of shares which thereafter may be awarded or optioned and sold under the Plan, (2) the number and kind of shares subject of Awards, and (3) the grant, exercise or conversion price with respect to any of the foregoing and/or, if deemed appropriate, make provision for cash payment to a Participant or a person who has an outstanding Award; provided, however, that the number of shares subject to any Option or other Award shall always be a whole number.

Section 6. STOCK OPTIONS

(a) Grant; Eligibility

(1) Subject to the provisions of the Plan, the Committee shall have sole and complete authority to determine the Employees to whom Options shall be granted, the number of shares to be covered by each Option, the option price therefor and the conditions and limitations applicable to the exercise of the Option.

(2) The Committee shall have the authority to grant Incentive Stock Options, or to grant Nonqualified Stock Options, or to grant both types of options. In the case of Incentive Stock Options, the terms and conditions of such grants shall be subject to and comply with the Code and

relevant regulations. Incentive Stock Options to purchase Common Stock may be granted to such employees of the Company or its Subsidiaries (including any director who is also an employee of the Company or one of its Subsidiaries) as shall be determined by the Committee. Nonqualified Stock Options to purchase

Common Stock may be granted to such Participants as shall be determined by the Committee. Neither the Company nor any of its Subsidiaries or any of their respective directors, officers or employees, shall be liable to any Optionee or other person if it is determined for any reason by the Internal Revenue Service or any court having jurisdiction that any Incentive Stock Option granted hereunder does not qualify for tax treatment as an Incentive Stock Option under the then applicable provisions of the Code.

(3) On the date an Internal Director is first appointed, or reappointed, as a Committee member by the Board of Directors: (1) an Internal Director/Chief Executive Officer shall automatically be granted nonqualified options to purchase 18,750 shares of Common Stock, an Internal Director/Vice President of Research and Development shall automatically be granted nonqualified options to purchase 12,500 shares of Common Stock, and an Internal Director/Other shall automatically be granted nonqualified options to purchase 1,250 shares of Common Stock; provided that, such automatic option grants shall only be made if the Company has consolidated net income for the calendar year immediately preceding the date of the appointment. Subsequently appointed Internal Director Committee Members, if any, shall receive option grants based upon the formula applicable to their Disinterested Director category if the duties and responsibilities of their category of position remain substantially the same as those for that position on the date of the adoption of this Plan. All options granted pursuant to this Subsection 6(a)(3) shall be fully vested at the date of grant. No option grants shall be made to an Internal Director under this Subsection in a calendar year when such Internal Director received an option grant under Section 4(b) of the Company's 1992 Stock Option Plan.

(4) Subject to the provisions of this Subsection, on each date that a Qualifying External Director is re-elected to the Board of Directors, such Qualifying External Director shall be granted nonqualified options to purchase 2,500 shares of Common Stock. All options granted pursuant to this Subsection 6(a)(4) shall vest six months from the date of grant. No option grants shall be made to a Qualifying External Director under this Subsection in a calendar year when such Qualifying External Director received a 2,500 share option grant under Section 4(c) of the Company's 1992 Stock Option Plan or under Section 6 of the Company's 1996 Directors' Stock Option Plan. No 2,500 share option grants shall be made under this Subsection (i) after December 21, 1998, to a Qualifying External Director that does not own at least 10,000 shares of the Common Stock, in the case of those directors serving on the Company's Board of Directors on December 14, 1995, or (ii) in the case of other Qualifying External Directors (i.e., those not described in clause (i)), after the third anniversary of their appointment or election to the Company's Board of Directors if they do not own at least 10,000 shares of the Common Stock by such third anniversary.

(5) To the extent necessary to comply with Rule 16b-3, Subsections 6(a)(3) and 6(a)(4) shall not be amended more than once every six months, other than to comport with changes in the Code or in the Employee Retirement Income Security Act of 1974, as amended, or the rules promulgated thereunder.

(b) The Committee shall, in its discretion, establish the exercise price at the time each Option is granted, which in the case of Nonqualified Stock Options shall not be less than 100% of the Fair Market Value of the Common Stock on the Date of Grant, or in the case of grants of Incentive Stock Options, shall not be less than 100% of the Fair Market Value of the Common Stock on the Date of Grant or such greater amount as may be prescribed by the Code.

(c) Exercise

(1) Each Option shall be exercisable at such times and subject to such terms and conditions as the Committee may, in its sole discretion, specify in the applicable grant or thereafter; provided, however, that in no event may any Option granted hereunder be exercisable after the expiration of ten years from the date of grant. The Committee may impose such conditions with respect to the exercise of Options, including without limitation, any relating to the application of federal or state securities laws, as it may deem necessary or advisable.

(2) No shares shall be delivered pursuant to any exercise of an Option until payment in full of the option price therefore is received by the Company. Such payment may be made in cash, or its equivalent, or, if and to the extent permitted by the Committee, by exchanging shares of Common Stock

owned by the Optionee (which are not the subject of any pledge or other security interest), or by a combination of the foregoing, provided that the combined value of all cash and cash equivalents and the Fair Market Value of any such Common Stock so tendered to the Company, valued as of the date of such tender, is at least equal to such option price.

If the shares to be purchased are covered by an effective registration statement under the Securities Act of 1933, as amended, any Option may be exercised by a broker-dealer acting on behalf of an Optionee if (a) the broker-dealer has received from the Optionee instructions signed by the Optionee requesting the Company to deliver the shares of Common Stock subject to such option to the broker-dealer on behalf of the Optionee and specifying the account into which such shares should be deposited, (b) adequate provision has been made with respect to the payment of any withholding taxes due upon such exercise, and (c) the broker-dealer and the Optionee have otherwise complied with Section 220.3(e)(4) of Regulation T, 12 CFR Part 220, or any successor provision.

(3) The Company, in its sole discretion, may lend money to an Optionee, guarantee a loan to an Optionee or otherwise assist an Optionee to obtain the cash necessary to exercise all or any portion of an Option granted under the Plan.

(4) The Company shall not be required to issue any fractional shares upon the exercise of any Options granted under this Plan. No Optionee nor an Optionee's legal representatives, legatees or distributees, as the case may be, will be, or will be deemed to be, a holder of any shares subject to an option unless and until said option has been exercised and the purchase price of the shares in respect of which the option has been exercised has been paid. Unless otherwise provided in the agreement applicable thereto, an Option shall not be exercisable except by the Optionee or by a person who has obtained the Optionee's rights under the Option by will or under the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined in the Code.

(5) Any Common Stock issued to a person subject to the provisions of Section 16(b) of the Exchange Act, as interpreted by the rules, regulations, and interpretations of the Securities and Exchange Commission thereunder, pursuant to the exercise of an Option granted under this Plan and intended to comply with the requirements of Rule 16b-3 shall not be transferred until at least 6 months have elapsed from the later of (i) the date of grant of such Option or (ii) the Plan Adoption Date to the date of disposition of the Common Stock underlying such option.

(d) No Incentive Stock Options granted pursuant to this Section 6 shall be exercisable (a) more than five years (or such other period of time as from time-to-time provided in the-then applicable provisions of the Code governing Incentive Stock Options) after the Date of Grant with respect to an Optionee who owns 10-Percent or more of the outstanding Common Stock (within the meaning of the Code), and (b) more than ten years after the Date of Grant with respect to all other Optionees. No Nonqualified Stock Options shall be exercisable more than ten years after the Date of Grant.

Section 7. PERFORMANCE SHARES

(a) The Committee shall have sole and complete authority to determine the Employees who shall receive Performance Shares, the number of such shares for each Performance Cycle, the Performance Goals on which each Award shall be contingent, the duration of each Performance Cycle, and the value of each Performance Share. There may be more than one Performance Cycle in existence at any one time, and the duration of Performance Cycles may differ from each other.

(b) The Committee shall establish Performance Goals for each Cycle on the basis of such criteria and to accomplish such objectives as the Committee may from time-to-time select. During any Cycle, the Committee may adjust the Performance Goals for such Cycle as it deems equitable in recognition of unusual or non-recurring events affecting the Company, changes in applicable tax laws or accounting principles, or such other factors as the Committee may determine.

(c) As soon as practicable after the end of a Performance Cycle, the Committee shall determine the number of Performance Shares that have been earned

on the basis of performance in relation to the established Performance Goals. Payment Values of earned Performance Shares shall be distributed to the Participant or, if the Participant has died, to the Participant's Designated Beneficiary, as soon as practicable after the expiration of the Performance Cycle and the Committee's determination above. The Committee shall determine whether Payment Values are to be distributed in the form of cash or shares of Common Stock.

(d) In the sole and complete discretion of the Committee, an Award granted under this Section 7 may provide the Participant with dividends or dividend equivalents (payable on a current or deferred basis) and cash payments in lieu of or in addition to an Award.

Section 8. RESTRICTED STOCK

(a) Subject to the provisions of the Plan, the Committee shall have sole and complete authority to determine the Employees to whom shares of Restricted Stock shall be granted, the number of shares of Restricted Stock to be granted to each Participant, the duration of the Restricted Period during which, and the conditions under which, the Restricted Stock may be forfeited to the Company, and the other terms and conditions of such awards. The Restricted Period may be shortened, lengthened or waived by the Committee at any time in its discretion with respect to one or more Participants or Awards outstanding, subject to the provisions of any applicable agreement.

(b) Shares of Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered, except as herein provided, during the Restricted Period. Certificates issued in respect of shares of Restricted Stock shall be registered in the name of the Participant and deposited by such Participant, together with a stock power endorsed in blank, with the Company. At the expiration of the Restricted Period, the Company shall deliver such certificates to the Participant or the Participant's legal representative, except to the extent such Restricted Stock have been forfeited to the Company under the terms and conditions of the Award. Payment, if any, for Restricted Stock Units shall be made to the Company in cash or shares of Common Stock, as determined at the sole discretion of the Committee.

(c) In the sole and complete discretion of the Committee, an Award granted under this Section 8 may provide the Participant with dividends or dividend equivalents (payable on a current or deferred basis) and cash payments in lieu of or in addition to an Award.

Section 9. OTHER STOCK BASED AWARDS

(a) In addition to granting Options, Performance Shares, and Restricted Stock, the Committee shall have sole and complete authority to grant to Participants Stock Unit Awards that can be in the form of Common Stock or units (including restricted stock units), the value of which is based, in whole or in part, on the value of Common Stock. Subject to the provisions of the Plan, including Section 10(b) below, Stock Unit Awards shall be subject to such terms, restrictions, conditions, vesting requirements and payment rules (all of which are sometimes hereinafter collectively referred to as "rules") as the Committee may determine

in its sole and complete discretion at the time of grant. The rules need not be identical for each Stock Unit Award.

(b) A Stock Unit Award may be granted subject to the following rules:

(1) Any shares of Common Stock that are part of a Stock Unit Award may not be assigned, sold, transferred, pledged or otherwise encumbered prior to the date on which the shares are issued or, if later, the date provided by the Committee at the time of grant of the Stock Unit Award.

(2) Stock Unit Awards may provide for the payment of cash consideration by the person to whom such Award is granted or provide that the Award, and any Common Stock to be issued in connection therewith, if applicable, shall be delivered without the payment of cash consideration, provided that for any Common Stock to be purchased in connection with a Stock Unit Award the purchase price shall be at least 50% of the Fair Market Value of such Common Stock on the date such Award is granted.

(3) Stock Unit Awards may relate in whole or in part to certain performance criteria established by the Committee at the time of grant.

(4) Stock Unit Awards may provide for deferred payment schedules and/or vesting over a specified period of employment.

(5) In such circumstances as the Committee may deem advisable, the Committee may waive or otherwise remove, in whole or in part, any restriction or limitation to which a Stock Unit Award was made subject at the time of grant.

(c) In the sole and complete discretion of the Committee, an Award pursuant to this Section 9 may provide the Participant with dividends or dividend equivalents (payable on a current or deferred basis) and cash payments in lieu of or in addition to an Award.

Section 10. GENERAL PROVISIONS

(a) The Company and its Subsidiaries shall have the right to deduct from all amounts paid to a Participant in cash (whether under the Plan or otherwise) any taxes required by law to be withheld in respect of Awards under the Plan. In the case of payments of Awards in the form of Common Stock, the Employer may require the Participant to pay to the Employer the amount of any taxes required to be withheld with respect to such Common Stock. However, if permitted by the Committee or under the terms of the applicable agreement, the Participant may pay all or any portion of the taxes required to be withheld by the Employer or paid by the Participant with respect to such Common Stock by electing to have the Employer withhold shares of Common Stock, or by delivering previously owned shares of Common Stock, having a Fair Market Value equal to the amount required to be withheld or paid. The Participant must make the foregoing election on or before the date that the amount of tax to be withheld is determined ("Tax Date"). Any such election is irrevocable and subject to disapproval by the Committee. If the Participant is subject to the short-swing profits recapture provisions of Section 16(b) of the Exchange Act, then the applicable agreement shall not provide the Participant an election, or, if it does, any such election shall be subject to the restrictions imposed by Rule 16b-3.

(b) Each Award hereunder shall be evidenced in writing, delivered to the Participant, and shall specify the terms and conditions thereof and any rules applicable thereto, including but not limited to the effect on such Award of the death, retirement, disability or other termination of employment of the Participant and the effect thereon, if any, of a change in control of the Company.

(c) Unless otherwise provided in the agreement applicable thereto, no Award shall be assignable or transferable except by will or under the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined in the Code, and no right or interest of any Participant shall be subject to any lien, obligation or liability of the Participant.

(d) No person shall have any claim or right to be granted an Award. Further, the Company and its Subsidiaries expressly reserve the right at any time to dismiss a Participant free from any liability, or any claim under the Plan, except as provided herein or in any agreement entered into with respect to an Award. Neither the Plan nor any Award granted hereunder is intended to confer upon any Participant any rights with respect to continuance of employment or other utilization of his or her services by the Company or by a Subsidiary, nor to interfere in any way with his or her right or that of his or her employer to terminate his or her employment or other services at any time (subject to the terms of any applicable contract). The conditions to apply to the exercise of an Award in the event an Participant ceases to be employed by the Company or a Subsidiary for any reason shall be determined by the Committee, and such conditions shall be specified in the written agreement evidencing the award.

(e) Subject to the provisions of the applicable Award, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be distributed under the Plan until he or she has become the holder thereof. Notwithstanding the foregoing, in connection with each grant of Restricted Stock or Stock Unit Award hereunder, the applicable Award shall specify if and to what extent the Participant shall not be entitled to the rights of a stockholder in respect of such Restricted Stock or Stock Unit Award.

(f) The validity, construction, interpretation, administration and effect of the Plan and of its rules and regulations, and rights relating to the Plan, shall be determined solely in accordance with the laws of the State of Texas (without giving effect to its conflicts of laws rules) and, to the extent applicable, federal law.

(g) Subject to the approval of the stockholders of the Company, the Plan shall be effective on April 21, 1995. No options or Awards may be granted under the Plan after April 20, 2005; however, all previous Awards made that have not expired under their original terms or will not then expire at the time the Plan expires will remain outstanding.

(h) Restrictions on Issuance of Shares

(1) The Company shall not be obligated to sell or issue any Shares upon the exercise or maturation of any Award granted under the Plan unless: (i) the shares pertaining to such Award have been registered under applicable federal and state securities laws or are exempt from such registration; (ii) the prior approval of such sale or issuance has been obtained from any state regulatory body having jurisdiction; and (iii) in the event the Common Stock has been listed on any exchange, the shares pertaining to such Award have been duly listed on such exchange in accordance with the procedure specified therefor. The Company shall be under no obligation to effect or obtain any listing, registration, qualification, consent or approval with respect to shares pertaining to any Award granted under the Plan. If the shares to be issued upon the exercise or maturation of any Award granted under the Plan are intended to be issued by the Company in reliance upon the exemptions from the registration requirements of applicable federal and state securities laws, the recipient of the Award, if so requested by the Company, shall furnish to the Company such evidence and representations, including an opinion of counsel, satisfactory to it, as the Company may reasonably request.

(2) The Company shall not be liable for damages due to a delay in the delivery or issuance of any stock certificates for any reason whatsoever, including, but not limited to, a delay caused by listing, registration or qualification of the shares of Common Stock pertaining to any Award granted under the Plan upon any securities exchange or under any federal or state law or the effecting or obtaining of any consent or approval of any governmental body.

(i) The Board of Directors or Committee may impose such other restrictions on the ownership and transfer of shares issued pursuant to this Plan as it deems desirable; any such restrictions shall be set forth in any agreement referenced in Section 10(b).

(j) Except as provided in Section 6(a)(5) of the Plan, the Board of Directors may amend, abandon, suspend or terminate the Plan or any portion thereof at any time in such respects as it may deem

advisable in its sole discretion, provided that no amendment shall be made without stockholder approval if such stockholder approval is necessary to comply with any tax or regulatory requirement, including for these purposes any approval requirement that is a prerequisite for exemptive relief under Section 16(b) of the Act.

(k) In order to preserve a Participant's rights under an Award in the event of a change in control of the Company, the Committee in its discretion may, at the time an Award is made or any time thereafter, take one or more of the following actions: (i) provide for the acceleration of any time period relating to the exercise of the Award, (ii) provide for the purchase of the Award upon the Participant's request for an amount of cash or other property that could have been received upon the exercise or realization of the Award had the Award been currently exercisable or payable, (iii) adjust the terms of the Award in a manner determined by the Committee to reflect the change in control, (iv) cause the Award to be assumed, or new rights substituted therefor, by another entity, or (v) make such other provision as the Committee may consider equitable and in the best interests of the Company.

AMENDED AND RESTATED as of April 29, 1998.

AMTECH CORPORATION

By: /s/ RONALD A. WOESSNER

Its: V.P.

AMTECH CORPORATION
1992 STOCK OPTION PLAN
(AMENDED AND RESTATED AS OF APRIL 1998)

1. PURPOSE

The purpose of the Amtech Corporation 1992 Stock Option Plan (hereinafter called the "Plan") is to advance the interests of Amtech Corporation (hereinafter called the "Company") by strengthening the ability of the Company to attract and retain personnel of high caliber through encouraging a sense of proprietorship by means of stock ownership.

Certain options granted under this Plan are intended to qualify as "incentive stock options" pursuant to Section 422 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), while certain other options granted under this Plan will constitute nonqualified options.

2. DEFINITIONS

As used in this Plan, and in any Option Agreement, as hereinafter defined, the following terms shall have the following meanings, unless the context otherwise requires:

(a) "Common Stock" shall mean the common stock of the Company, par value $.01 per share, giving effect to the 3 shares for 2 shares stock split on the record date of January 24, 1992 and the effective issuance date of February 13, 1992.

(b) "Date of Grant" shall mean the date on which a stock option is granted pursuant to this Plan.

(c) "Disinterested Director" shall mean a director who is not, during the one year prior to service as an administrator of this Plan, granted or awarded an option pursuant to this Plan or any other plan of the Company or any of its affiliates (except as provided in Section 4(b) or Section 4(c) of this Plan and as may be permitted by Rule 16b-3 promulgated under the Exchange Act).

(d) "Effective Date" shall mean the first business day following the date of the 1993 annual meeting of the shareholders of the Company.

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

(f) "External Director" shall mean a Director that is not an employee of the Company.

(g) "Fair Market Value" shall mean the closing sale price (or average of the quoted closing bid and asked prices if there is no closing sale price reported) of the Common Stock on the date specified as reported by NASDAQ/NMS or by the principal national stock exchange on which the Common Stock is then listed. If there is no reported price information for such date, the Fair Market Value will be determined by the reported price information for Common Stock on the day nearest preceding such date.

(h) "Optionee" shall mean the person to whom an option is granted under this Plan or who has obtained the right to exercise an option in accordance with the pro visions of this Plan.

(i) "Plan Adoption Date" means the later of the date on which this Plan is adopted by the Board of Directors of the Company and by the shareholders of the Company in accordance with Rule 16b-3.

(j) "Qualifying External Director" shall mean an External Director who is not a person, an employee or affiliate of a person, or a designee to the Board of Directors of a person (in each case, other than a person that is a strategic/business partner of the Company), that is required to file a statement under Section 13(d) or 13(g) of the Exchange Act or the rules, regulations, and interpretations of the Securities and Exchange Commission thereunder.

(k) "Rule 16b-3" shall mean Rule 16b-3 of the rules and regulations under the

Exchange Act as it may be amended from time to time and any successor provision to Rule 16b-3 under the Exchange Act.

(l) "Subsidiary" shall mean any now existing or hereafter organized or acquired corporation of which more than fifty percent (50%) of the issued and outstanding voting stock is owned or controlled directly or indirectly by the Company or through one or more Subsidiaries of the Company and, in addition, shall include Alcatel Amtech S.A. for so long as the Company directly or indirectly owns more than forty percent (40%) of that company's issued and outstanding stock and Wavelink Technologies, Inc. for so long as the Company directly or indirectly owns or holds then exercisable rights to acquire more than twenty percent (20%) of that company's issued and outstanding stock.

3. SHARES SUBJECT TO THIS PLAN

Except as otherwise provided by the provisions of Section 9 hereof, the aggregate amount of Common Stock for which options may be granted under this Plan shall not exceed 450,000 shares of Common Stock. Such shares may be authorized and previously unissued shares or previously issued shares that have been reacquired by the Company. Any shares of Common Stock subject to unexercised portions of options granted under this Plan which shall have terminated, been canceled, or expired may again be subject to the granting of options under this Plan.

4. ADMINISTRATION

(a) Notwithstanding herein anything to the contrary, to the extent necessary to comply with the requirements of Rule 16b-3, this Plan shall be administered by the Board of Directors, if each member is a Disinterested Director, or, at the option of the Board of Directors, a committee of two or more Disinterested Directors appointed by the Board of Directors of the Company (the group responsible for administering this Plan is referred to herein as the "Committee"). Options may be granted under this Section 4(a) only by majority agreement of the members of the Committee. Stock Option Agreements ("Option Agreements"), in the form as approved by the Committee, and containing such terms and conditions not inconsistent with the provisions of this Plan as shall have been determined by the Committee, may be executed on behalf of the Company by the President or any Vice President of the Company. The Committee shall have complete authority to construe, interpret and administer (except with respect to Section 4(b) and Section 4(c) of this Plan) the provisions of this Plan and the provisions of the Option Agreements granted hereunder; to prescribe, amend and rescind rules and regulations pertaining to this Plan; and to make all other determinations necessary or deemed advisable in the administration of this Plan. The determinations, interpretations and constructions made by the Committee shall be final and conclusive.

(b) Members of the Committee shall be specified by the Board of Directors, and shall consist solely of Disinterested Directors and as such shall not be eligible to receive options to purchase Common Stock pursuant to Section 4(a) of this Plan. Disinterested Directors may include External Directors and Internal Directors who are employed by the Company. Disinterested Directors shall fall within one of the following categories: (i) External Director; (ii) Internal Director/Chief Executive Officer; (iii) Internal Director/Vice President of Research and Development; and (iv) Internal Director/Other. The Committee can be comprised of Disinterested Directors from any one or all of the named categories. External Directors who are appointed to the Committee may not receive any options under this Plan, other than pursuant to Section 4(c). Subject to the shareholders' approval, on the date a Disinterested Director is initially appointed as a Committee member by the Board of Directors: (1) an Internal Director/Chief Executive Officer shall automatically be granted nonqualified options to purchase 35,000 shares of Common Stock, an Internal Director/Vice President of Research and Development shall automatically be granted nonqualified options to purchase 15,000 shares of Common Stock, and an Internal Director/Other shall automatically be granted nonqualified options to purchase 1,000 shares of Common Stock; and (2) provided the Company has consolidated net income for the calendar year immediately preceding and so long as the Disinterested Director continues to serve on the Committee, on each annual anniversary date of a Disinterested Director's initial appointment of membership to the Committee and the corresponding initial grant of options, an Internal Director/Chief Executive Officer shall be granted nonqualified options to purchase 15,000 shares of Common Stock, an Internal Director/Vice President of Research and Development shall be granted

nonqualified options to purchase 10,000 shares of Common Stock, and an Internal Director/Other shall be granted nonqualified options to purchase 1,000 shares of Common Stock. Subsequently appointed Committee Members shall receive option grants based upon the formula applicable to their Disinterested Director category if the duties and responsibilities of the position delineated within the category remain substantially the same as those for the position on the date of the adoption of this Plan.

(c) Subject to the provisions of this Subsection, on each date that a Qualifying External Director is re-elected to the Board of Directors, such Qualifying External Director shall be granted nonqualified options to purchase 2,500 shares of Common Stock. All options granted pursuant to this Section 4(c) shall vest six months from the date of grant. No option grants shall be made to a Qualifying External Director under this Subsection in a calendar year when such Qualifying External Director received a 2,500 share option grant under Subsection 6(a)(4) of the Company's 1995 Long-Term Incentive Plan or under Section 6 of the Company's 1996 Directors' Stock Option Plan. No 2,500 share option grants shall be made under this Subsection (i) after December 21, 1998, to a Qualifying External Director that does not own at least 10,000 shares of the Common Stock, in the case of those directors serving on the Company's Board of Directors on December 14, 1995, or (ii) in the case of other Qualifying External Directors (i.e., those not described in clause (i)), after the third anniversary of their appointment or election to the Company's Board of Directors if they do not own at least 10,000 shares of the Common Stock by such third anniversary.

(d) The purchase price or prices for Common Stock subject to an option granted under Section 4(b) or Section 4(c) shall be 100% of the Fair Market Value of the Common Stock on the Date of Grant. Neither Section 4(b) nor Section 4(c) shall be amended more than once every six months, other than to comport with changes in the Code or in the Employee Retirement Income Security Act of 1974, as amended or the rules promulgated thereunder.

(e) Options may be granted by the Committee prior to this Plan Adoption Date, but shall be subject to approval of this Plan by the shareholders of the Company.

5. ELIGIBILITY

Incentive stock options to purchase Common Stock may be granted under Section 4(a) of this Plan to such employees of the Company or its Subsidiaries (including any director who is also an employee of the Company or one of its Subsidiaries) as shall be determined by the Committee. Nonqualified stock options to purchase Common Stock may be granted under Section 4(a) of this Plan to such employees or directors of the Company or its Subsidiaries as shall be determined by the Committee. The Committee shall determine which persons are to be granted options under Section 4(a) of this Plan, the number of options, the number of shares subject to each option, the exercise price or prices of each option, the vesting and exercise period of each option, whether an option may be exercised as to less than all of the Common Stock subject thereto, and such other terms and conditions of each option, if any, as are not inconsistent with the provisions of this Plan. In addition, the Committee may, in its sole discretion, provide for vesting of stock options to accelerate upon a change in control of the Company as defined in an applicable Agreement ("Change in Control") and enable an employee to "put" the excess of the fair market value over the exercise price of the options to the Company in the event of a Change in Control. In connection with the granting of incentive stock options, the aggregate Fair Market Value (determined at the Date of Grant of an incentive stock option) of the shares with respect to which incentive stock options are exercisable for the first time by an Optionee during any calendar year (under all such plans of the Optionee's employer corporation and its parent and subsidiary corporations as defined in Section 424 of the Code) shall not exceed $100,000 or such other amount as from time to time provided in Section 422(d) of the Code or any successor provision.

6. EXERCISE PRICE

The purchase price or prices for Common Stock subject to an option (the "Exercise Price") granted pursuant to Section 4(a) of this Plan shall be determined by the Committee at the Date of Grant; provided, however, that (a) the Exercise Price for any option shall not be less than 100% of the Fair Market Value of the Common Stock on the Date of Grant, and (b) if the Optionee owns more than 10 percent of the total

combined voting power of all classes of stock of the Company or its parent or any of its subsidiaries, as more fully described in Section 422(b)(6) of the Code or any successor provision (such shareholder is referred to herein as a "10-Percent Stockholder"), the Exercise Price for any incentive stock option granted to such Optionee shall not be less than 110% of the Fair Market Value of the Common Stock on the Date of Grant.

7. TERM OF STOCK OPTIONS AND LIMITATIONS ON RIGHT TO EXERCISE

No incentive stock option granted pursuant to Section 4(a) of this Plan shall be exercisable (a) more than five years after the Date of Grant with respect to a 10-Percent Stockholder, and (b) more than ten years after the Date of Grant with respect to all persons other than 10-Percent Stockholders. No nonqualified stock option granted pursuant to Section 4(a) of this Plan shall be exercisable more than ten years after the Date of Grant. Nonqualified stock options granted to members of the Committee pursuant to Section 4(b) or to External Directors pursuant to Section 4(c) of this Plan shall be exercisable for ten years, except that in the event of death or termination of such member as a director and employee of the Company, such nonqualified stock options shall only be exercisable for one year following the date of such member's death or termination (or if shorter, the remaining term of the option). The Company shall not be required to issue any fractional shares upon the exercise of any options granted under this Plan. No Optionee nor his legal representatives, legatees or distributees, as the case may be, will be, or will be deemed to be, a holder of any shares subject to an option unless and until said option has been exercised and the purchase price of the shares in respect of which the option has been exercised has been paid. An option shall not be exercisable except by the Optionee or by a person who has obtained the Optionee's rights under the option by will or under the laws of descent and distribution.

8. TERMINATION OF EMPLOYMENT

The Committee shall determine at the Date of Grant what conditions shall apply to the exercise of an option granted under Section 4(a) in the event an Optionee shall cease to be employed by the Company or a Subsidiary for any reason. In the event of the death of an Optionee while in the employ or while serving as a director of the Company or a Subsidiary, the option theretofore granted to him shall be exercisable by the executor or administrator of the Optionee's estate, or if the Optionee's estate is not in administration, by the person or persons to whom the Optionee's right shall have passed under the Optionee's will or under the laws of descent and distribution, within the year next succeeding the date of death or such other period as may be specified in the Option Agreement, but in no case later than the expiration date of such option, and then only to the extent that the Optionee was entitled to exercise such option at the date of his death. Neither this Plan nor any option granted hereunder is intended to confer upon any Optionee any rights with respect to continuance of employment or other utilization of his services by the Company or by a Subsidiary, nor to interfere in any way with his right or that of his employer to terminate his employment or other services at any time (subject to the terms of any applicable contract).

9. DILUTION OR OTHER ADJUSTMENTS

In the event that there is any change in the Common Stock subject to this Plan or subject to options granted hereunder as the result of any stock dividend on, dividend of or stock split or stock combination of, or any like change in, stock of the same class or in the event of any change in the capital structure of the Company, the Board of Directors or the Committee shall make such adjustments with respect to options, or any provisions of this Plan, as it deems appropriate to prevent dilution or enlargement of option rights.

10. EXPIRATION AND TERMINATION OF THIS PLAN

Options may be granted at any time under Section 4(a) of this Plan and as specified under Section 4(b) and Section 4(c) of this Plan prior to ten years from this Plan Adoption Date, as long as the total number of shares which may be issued pursuant to options granted under this Plan does not (except as provided in Section 9 above) exceed the limitations of Section 3 above. This Plan may be abandoned, suspended or terminated at any time by the Board of Directors of the Company except with respect to any options then outstanding under this Plan.

11. RESTRICTIONS ON ISSUANCE OF SHARES

(a) The Company shall not be obligated to sell or issue any shares upon the exercise of any option granted under this Plan unless:

(i) the shares with respect to which such option is being exercised have been registered under applicable federal securities laws or are exempt from such registration;

(ii) the prior approval of such sale or issuance has been obtained from any state regulatory body having jurisdiction; and

(iii) in the event the Common Stock has been listed on any exchange, the shares with respect to which such option is being exercised have been duly listed on such exchange in accordance with the procedure specified therefor.

The Company shall be under no obligation to effect or obtain any listing, registration, qualification, consent or approval with respect to shares issuable on any option.

If the shares to be issued upon the exercise of any option granted under this Plan are intended to be issued by the Company in reliance upon the exemptions from the registration requirements of applicable federal securities laws, the Optionee, if so requested by the Company, shall furnish to the Company such evidence and representations, including an opinion of counsel, satisfactory to it, as the Company may reasonably request.

The Company shall not be liable for damages due to a delay in the delivery or issuance of any stock certificates for any reason whatsoever, including, but not limited to, a delay caused by listing, registration or qualification of the shares of Common Stock subject to an option upon any securities exchange or under any federal or state law or the effecting or obtaining of any consent or approval of any governmental body with respect to the granting or exercise of the option or the issue or purchase of shares under the option.

(b) No option granted pursuant to this Plan shall be transferable by the Optionee other than by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined in the Code.

(c) Any Common Stock issued pursuant to the exercise of an option granted pursuant to this Plan shall not be transferred until at least 6 months have elapsed from the later of (i) the date of grant of such option or (ii) this Plan Adoption Date to the date of disposition of the Common Stock underlying such option.

(d) The Board of Directors or Committee may impose such other restrictions on the ownership and transfer of shares issued pursuant to this Plan as it deems desirable; any such restrictions shall be set forth in any Option Agreement entered into hereunder.

12. PROCEEDS

The proceeds to be received by the Company upon exercise of any option granted under this Plan may be used for any proper purposes.

13. AMENDMENT OF THIS PLAN

Except as provided in Section 4(b) and Section 4(c) of this Plan, the Board of Directors may amend this Plan from time to time in such respects as it may deem advisable in its sole discretion or in order that the options granted hereunder shall conform to any change in applicable laws, including tax laws, or in regulations or rulings of administrative agencies or in order that options granted or stock acquired upon exercise of such options may qualify for simplified registration under applicable securities or other laws; provided, however, that, to the extent required by Rule 16b-3 and the Securities and Exchange Commission interpretations and releases thereunder, no amendment may be made without the consent of shareholders

which would materially (a) increase the benefits accruing to participants under this Plan, (b) increase the number of securities which may be issued under this Plan, other than in accordance with Section 9 hereof, or (c) modify the

requirements as to eligibility for participation in this Plan.

14. PAYMENT UPON EXERCISE

Upon the exercise of any option granted under this Plan, the Company may make financing available to the Optionee for the purchase of the Common Stock that may be acquired pursuant to the exercise of such option on such terms as the Committee shall specify. An Optionee may pay the Exercise Price of the shares of Common Stock as to which an option is being exercised by the delivery of cash, a certified cashier's check or, at the Company's option, by the delivery of shares of Common Stock having a Fair Market Value on the date immediately preceding the exercise date equal to the exercise price.

If the shares to be purchased are covered by an effective registration statement under the Securities Act of 1933, as amended, any option granted under this Plan may be exercised by a broker-dealer acting on behalf of an Optionee if (a) the broker-dealer has received from the Optionee instructions signed by the Optionee requesting the Company to deliver the shares of Common Stock subject to such option to the broker-dealer on behalf of the Optionee and specifying the account into which such shares should be deposited, (b) adequate provision has been made with respect to the payment of any withholding taxes due upon such exercise, and (c) the broker-dealer and the Optionee have otherwise complied with Section 220.3(e)(4) of Regulation T, 12 CFR Part 220, or any successor provision.

15. SHAREHOLDERS' APPROVAL

This Plan is subject to approval by the shareholders of the Company and will be submitted for approval to the shareholders of the Company.

16. LIABILITY OF THE COMPANY

Neither the Company, its directors, officers or employees, nor any Subsidiary which is in existence or hereafter comes into existence, shall be liable to any Optionee or other person if it is determined for any reason by the Internal Revenue Service or any court having jurisdiction that any incentive stock option granted hereunder does not qualify for tax treatment as an incentive stock option under Section 422 of the Code.

AMENDED AND RESTATED as of April 29, 1998.

AMTECH CORPORATION

By: /s/ RONALD A. WOESSNER

Its: V.P.

EXHIBIT 10.4

PRIVATE AND CONFIDENTIAL
- ------------------------

April 8, 1998

Amtech Corporation
19111 Dallas Parkway, Suite 300
Dallas, TX 75281-3106

Attention: David P. Cook

Re: Acquisition of Transportation Systems Group - LETTER OF INTENT

Ladies and Gentlemen:

This letter sets forth the terms and conditions, in general, under which it is proposed that UNOVA, Inc. or one of its wholly-owned subsidiaries ("UNOVA") would purchase from Amtech Corporation ("Amtech") the "Transportation Systems Group" (as defined in paragraph 1(a) below) (the "Proposed Transaction"). If this proposal is accepted by Amtech, this letter will evidence the intentions of UNOVA and Amtech to proceed diligently to negotiate the terms and conditions of a mutually satisfactory definitive written agreement (the "Definitive Agreement") regarding the Proposed Transaction.

1. Form of Proposed Transaction.

(a) Share and Asset Purchase. UNOVA would purchase (i) all of the outstanding capital stock (the "Shares") of Amtech Systems Corporation ("ASC"), a Delaware corporation; Amtech World Corporation ("AWC"), a Delaware corporation (including its direct subsidiary, Amtech Systems Hong Kong Ltd. ("ASHK"), a Hong Kong limited liability company, and its interest in its indirect affiliate, Autopass Co. Ltd. ("ACL"), a Hong Kong limited liability company, but excluding its direct subsidiary, CardKey Sicherssysteme GmbH ("CS"), a German limited liability company); AMGT Corporation ("AMGT"), a Delaware corporation; and (ii) substantially all of the assets (the "Purchased Assets"), of Amtech International ("AI"), a French corporation (ASC, AWC (including ASHK and ACL but excluding CS), AMGT and the net assets of AI are referred to collectively as the "Transportation Systems Group" or "TSG").

(b) 338(h)(10) Election. UNOVA and Amtech would agree to make an election under Section 338(h)(10) of the Internal Revenue Code with respect to the purchase of the Shares.

(c) Transfers Prior to Closing. Prior to consummation of the Proposed Transaction (the "Closing"), (i) AWC would transfer CS to Amtech or another subsidiary of Amtech that is not included in TSG or otherwise dispose of CS, (ii)

Amtech would cause any assets, including without limitation intellectual property and business records, that are used or held for use by TSG but which are not held by any member of TSG to be transferred to a member of TSG, and (iii) at the option of UNOVA, ASC would transfer that certain real property located in Albuquerque, New Mexico (the "Albuquerque Property") to Amtech or one of its subsidiaries that is not within TSG. TSG, following the transfers described in the foregoing sentence, is referred to as "Adjusted TSG." Any taxes or other costs arising in connection with such transfers would be paid solely by Amtech.

2. Consideration.

(a) Purchase Price. The purchase price (the "Purchase Price") for the Shares and the Purchased Assets would be the amount equal to the sum of the "Base Purchase Price" (as defined in paragraph (b) below) and the "Contingent

Purchase Price" (as defined in paragraph (e) below).

(b) Base Purchase Price. The "Base Purchase Price" would be the amount equal to the "Closing Net Book Value" (as defined below) less the book value of the "Brazilian Notes" (as defined in paragraph (e) below) plus $2,650,000 (the "Premium"); provided, however, that if UNOVA elects to exclude the Albuquerque Property, the Premium would be reduced to $650,000. The "Closing Net Book Value" would mean the net book value of the net assets of Adjusted TSG as of the date of Closing (the "Closing Date"), as reflected on a balance sheet of Adjusted TSG as of the Closing Date (the "Final Closing Balance Sheet"), which would be prepared in accordance with generally accepted accounting principles ("GAAP") applied on a basis consistent with that used in the preparation of the audited consolidated balance sheet of Amtech and its subsidiaries as of December 31, 1997, except that (i) the Final Closing Balance Sheet would not include (1) those portions of Amtech and its consolidated subsidiaries that are not part of Adjusted TSG, and (2) the Brazilian Notes, and (ii) to the extent that the estimate at completion on the FDOT Contract (the "FDOT EAC") shall have deteriorated from its position at January 31, 1998 (the "January FDOT EAC"), such deterioration would be reflected in the reserve for FDOT (in accordance with GAAP) on the Final Closing Balance Sheet, but to the extent that the FDOT EAC shall have improved from the January FDOT EAC, such improvement would not be reflected.

(c) Payment of Base Purchase Price. At Closing, UNOVA would (i) pay to Amtech in cash the amount equal to the parties' best estimate of the Base Purchase Price (the "Estimated Base Purchase Price") less the sum of $10,000,000 and the "Escrow Amount" (as defined in clause (ii) of this sentence), (ii) pay into the "Escrow" (as defined in paragraph (d) below) $2,000,000 (the "Escrow Amount"), and (iii) transfer and assign to Amtech 2,211,900 shares of common stock of Amtech (the "UNOVA Shares"); provided, however, that at the option of UNOVA, UNOVA may instead (x) pay to Amtech in cash the Estimated Base Purchase Price less the Escrow Amount, and (y) pay into the Escrow the Escrow Amount (the option described in this proviso is referred to as the "All Cash Option"). In the event that UNOVA elects the All Cash Option, (1) UNOVA's rights arising under that certain agreement (the "Equity

Agreement"), dated October 31, 1997, between UNOVA and Amtech, pursuant to which UNOVA purchased the UNOVA Shares, would remain intact, and (2) Amtech would have the option to purchase the UNOVA Shares at the closing market price on the Closing Date. If UNOVA does not elect the All Cash Option, or if it does elect the All Cash Option and Amtech elects to purchase the UNOVA Shares, Michael E. Keane, UNOVA's designee to the Board of Directors of Amtech (the "Amtech Board"), would resign from the Amtech Board. Any difference between the Estimated Base Purchase Price and the Base Purchase Price as finally determined (the "Adjustment"), together with applicable interest, would be paid by UNOVA to Amtech or refunded by Amtech to UNOVA in cash within three business days following the final determination of the Base Purchase Price. Prior to execution of the Definitive Agreement, UNOVA and Amtech will reevaluate the appropriateness of the Escrow Amount.

(d) Escrow. The Escrow Amount would be placed into an interest-bearing escrow account (the "Escrow") to be used as a source (but not the sole source) of indemnification of UNOVA under the Definitive Agreement. Interest earned on the funds in the Escrow would be paid to Amtech periodically. On the first anniversary of the Closing Date, the balance in the Escrow would be reduced to $1,000,000 plus the amount of any indemnification claims that are then pending, and any balance in the Escrow in excess of such amount would be released to Amtech. On the second anniversary of the Closing Date (the "Escrow Termination Date"), any unclaimed funds in the Escrow would be released to Amtech, as follows. If no indemnification claims are pending on the Escrow Termination Date, the entire balance in the Escrow would be released to Amtech, and the Escrow would then terminate. If any indemnification claims are pending on the Escrow Termination Date, (i) those funds reasonably estimated to satisfy such claims (the "Claimed Amount") would remain in the Escrow, and the Escrow would continue until the resolution of all such claims, and (ii) all funds in excess of the Claimed Amount would be released to Amtech.

(e) Contingent Purchase Price. As and when payments of principal and interest are made to AWC under those certain promissory notes (the "Brazilian Notes") due from the relevant customer in Brazil, UNOVA would cause such amounts to be promptly paid to Amtech. The amount of such payments, if, when and to the extent received by AWC, is referred to as the "Contingent Purchase Price." In

the event that payments under the Brazilian Notes are not being made to AWC, at the option of Amtech, AWC would assign the Brazilian Notes to Amtech.

(f) Assumption of Liabilities. In addition to the payment of the Purchase Price, UNOVA would assume specified liabilities of AI, including without limitation balance sheet liabilities and obligations under executory contracts.

3. Accounts Receivable Guarantee. Amtech would agree to purchase any billed accounts receivable of Adjusted TSG that are legally due under the relevant contract, which are included in the Final Closing Balance Sheet and which remain uncollected 180 days following the Closing Date, but only to the extent that the aggregate amount of such uncollected accounts receivable exceeds the reserve provided therefor on the Final

Closing Balance Sheet, for the face amount of such receivables (without giving effect to any write-down of such receivables following the Closing Date) plus interest on such amount from the Closing Date to the date of payment.

4. Employee Matters.

(a) Employment Arrangements. It would be a condition of UNOVA's obligation to proceed with the Proposed Transaction that acceptable employment arrangements shall have been made with certain key members of the management of Adjusted TSG, including Jeremy A. Landt, John E. Wilson and other employees to be identified by UNOVA.

(b) Certain Employee Benefits. Amtech would cause the employees of Adjusted TSG to become vested in their account balances in the Amtech 401-K plan, to the extent permissible by law and under the terms of such plan, and UNOVA would permit the employees of Adjusted TSG to roll over such account balances into the UNOVA Financial Security and Savings Program (the "FSSP") as soon as practicable following the Closing Date. UNOVA would credit such employees with years of continuous service with Adjusted TSG for purposes of eligibility and vesting under the FSSP and any other employee benefit plans that UNOVA would offer to the employees of Adjusted TSG.

5. Real Property Matters.

(a) Dallas Real Property. UNOVA would assume (or would cause a member of Adjusted TSG to assume) as of the Closing Date that certain lease of the real property located in Dallas, Texas, in which a portion of TSG currently operates (the "Dallas Property"); provided that there is no increase in the lease rate under the terms of such lease. UNOVA or the relevant member of Adjusted TSG would sublease to Amtech for $1 per month the portion of the Dallas Property that is currently occupied by Amtech and its subsidiaries (other than TSG) for a period of up to 90 days following the Closing Date.

(b) Albuquerque Property. In the event that UNOVA elects to exclude the Albuquerque Property from the transaction, on the Closing Date, UNOVA would enter into a lease (the "Albuquerque Lease") of such property on a triple-net basis at current market rates. The Albuquerque Lease would have an initial term of ten years with the option to renew the lease for two additional five-year periods.

(c) Environmental Matters. As part of its due diligence, UNOVA would engage a nationally recognized environmental consulting firm to conduct a Phase I assessment (and further assessments or testing if warranted based on the results of the Phase I assessment) of the environmental condition of the real properties of Adjusted TSG.

6. Remarketer Agreement. Following the Closing Date, UNOVA and Amtech would use reasonable efforts to negotiate an agreement under which (i) Amtech, in respect of its Electronic Security Group ("ESG"), would become a remarketer for certain

products of UNOVA and TSG, and (ii) UNOVA, in respect of TSG, would become a remarketer for certain products of ESG.

7. Amtech Name. Amtech would consent to the use by UNOVA (if it is a subsidiary of UNOVA, Inc.) of the name "Amtech Corporation." On the Closing Date or as soon as practicable thereafter, Amtech would change its name and would cause each of its subsidiaries or affiliates whose name includes "Amtech" to change its name to a name that does not include "Amtech."

8. Indemnification. In addition to indemnification provisions that are customary in transactions of this type, Amtech would agree to indemnify UNOVA for (i) any debts, liabilities or obligations of AMGT that are not provided for on the Final Closing Balance Sheet, and (ii) the costs incurred by UNOVA (a) in resolving certain problems identified by the Kansas Turnpike and Georgia 400 customers, and (b) in connection with the Thailand contract, in each case in excess of the reserve provided therefor on the Final Closing Balance Sheet.

9. Immunity from Infringement. UNOVA would covenant that neither itself nor any of its subsidiaries (including any member of Adjusted TSG following the Closing) would sue Amtech for infringement of any of the patents and patent applications or patent disclosures (when issued) presently owned by or assigned to TSG or UNOVA, to the extent that such infringement is caused by the manufacture, use and sale of existing products of Amtech or its subsidiaries (other than Adjusted TSG).

10. Noncompetition. Amtech would agree not to compete in the business of Adjusted TSG for a period of five years following the Closing Date.

11. Performance Bonds. UNOVA would use its reasonable efforts to substitute its credit for the credit of Amtech under any performance bonds securing the obligations of any member of Adjusted TSG under any of its executory contracts. Pending such substitution, UNOVA would indemnify Amtech for any liability incurred by Amtech under such bonds.

12. Collection of Brazilian Notes. UNOVA would agree to use its reasonable efforts to collect the Brazilian Notes.

13. Conditions of Proposed Transaction. The Proposed Transaction outlined in this letter would be subject to satisfaction of the following conditions precedent:

(a) Definitive Agreement. The negotiation, preparation and execution of the Definitive Agreement among UNOVA and Amtech (the initial draft of which would be prepared by counsel for UNOVA), which would contain customary representations, warranties, covenants and indemnities, which in each case would survive Closing for a period to be determined.

(b) Due Diligence Review. UNOVA shall have satisfactorily completed its due diligence review of Adjusted TSG and its properties, assets, liabilities and personnel,

and the results of the environmental assessment referred to in paragraph 5(c) shall be satisfactory to UNOVA.

(c) Regulatory Approvals. The parties shall have received all necessary approvals of third parties, including without limitation governmental authorities, necessary to permit the consummation of the Proposed Transaction, all necessary filings pursuant to applicable merger control and competition legislation and rules shall have been made by the parties, and the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall have expired or been terminated, and each party shall have received the opinion of counsel for the other relating to such matters as they may reasonably request.

(d) Board and Shareholder Approvals. All necessary corporate approvals of

the Proposed Transaction shall have been obtained, including without limitation the approval of the Board of Directors of UNOVA and the Amtech Board.

(e) Absence of Litigation. No action, suit or proceeding shall be pending or threatened which seeks to prohibit or restrain the Proposed Transaction.

14. Closing Date. The parties would use all reasonable efforts to close the transaction on or before May 29, 1998.

15. Due Diligence; Exclusivity. The parties shall proceed diligently and in good faith to negotiate the terms and conditions of the Definitive Agreement during the period (the "Exclusivity Period") from execution of this letter of intent by both parties until the later of (a) May 29, 1998, or (b) such later date as the parties shall mutually agree in writing. During the Exclusivity Period, (i) UNOVA shall have full and complete access, during normal business hours and upon reasonable notice, to the premises, books, records and personnel of Amtech and its subsidiaries relevant to TSG for the purpose of conducting UNOVA's due diligence review, and Amtech shall use its reasonable efforts to cause the officers of Amtech and its subsidiaries to furnish such additional financial and operating data and to respond to such inquiries of UNOVA, as UNOVA may reasonably request, and (ii) neither Amtech nor its agents, representatives or any other person acting on its behalf shall, directly or indirectly, initiate contact with, solicit or encourage any inquiries, proposals or offers by, participate in any discussions or negotiations with, or disclose any information concerning TSG, or otherwise assist, facilitate or encourage, any person (other than UNOVA) in connection with any possible proposal regarding a sale of substantially all of the assets or the capital stock of TSG or any similar transaction.

16. Conduct of TSG's Business During the Exclusivity Period. Except as otherwise contemplated by this paragraph 16, Amtech shall (and shall cause its subsidiaries to) conduct the business of TSG solely in the ordinary course. Promptly following the execution and delivery of this letter of intent, UNOVA will identify (i) an individual (the "UNOVA Representative") with whom Amtech and the management of TSG may consult on important matters pertaining to TSG's business, and (ii) an individual (the "UNOVA R&D Representative") who will direct the activities of TSG in the development of the "RFID Technology" (as defined in the Equity Agreement). During the Exclusivity Period,

(a) Amtech will not (and will not permit any member of TSG to) enter into any individual contract in excess of $500,000 or having a term in excess of one year or make any capital expenditure or capital investment in excess of $200,000 (other than contracts, expenditures or investments made pursuant to existing bids, proposals or purchase orders), in each case without the prior written consent of the UNOVA Representative, and (b) Amtech shall (and shall cause the members of TSG to) comply with all reasonable directives of the UNOVA R&D Representative. In the event that the Proposed Transaction does not occur, neither party shall be liable to the other for any damages arising as a result of actions or omissions of TSG during the Exclusivity Period, whether at the request of the UNOVA Representative, the direction of the UNOVA R&D Representative or otherwise.

17. Break-up Fees. UNOVA may terminate this Agreement at any time by giving written notice to Amtech; provided, however, that in such event, UNOVA will pay to Amtech a fee of $300,000 unless the reason for such termination by UNOVA is (i) due to a material fact or circumstance concerning TSG that was not known to UNOVA on the date of this Agreement, or (ii) due to the failure of one or more of the conditions precedent outlined in this letter, which failure was not within the control of UNOVA. Amtech may terminate this Agreement at any time by giving written notice to UNOVA; provided, however, that in such event, Amtech will pay to UNOVA a fee of $300,000 unless the reason for such termination by Amtech is due to the failure of one or more of the conditions precedent outlined in this letter, which failure was not within the control of Amtech.

18. Confidentiality. The parties acknowledge that Amtech and Western Atlas Inc. ("Western"), the predecessor of UNOVA, have entered into a confidentiality agreement, dated October 7, 1997 (the "Confidentiality Agreement"), and UNOVA

confirms that UNOVA will comply with Western's obligations thereunder, and any information obtained by UNOVA during the course of its due diligence shall be subject to the terms of such Confidentiality Agreement.

19. Public Statements. Promptly following the execution and delivery of this letter of intent by both parties, the parties shall issue a joint press release or individual press releases regarding the execution and delivery of this letter of intent; provided, however, that all such releases shall be approved in advance by both parties. Neither party hereto shall, without the prior written consent of the other, disclose or publicize any of the terms or conditions of the Proposed Transaction, other than to their respective counsel, public accountants, financial advisors, or key personnel who are participating in the evaluation or negotiation of the Proposed Transaction, except to the extent required by law or any stock exchange or inter-dealer quotation system on which the securities of a party are traded (a "Legally Required Public Statement"). In the event of any Legally Required Public Statement, the party required to make such statement shall, to the extent practicable, afford the other party advance written notice and reasonable approval rights with respect to the Legally Required Public Statement. The requirements of this paragraph 19 shall be in addition to those in the Confidentiality Agreement.

20. Brokers' or Finders' Fees. The parties represent and warrant to each other that no broker or finder has or shall be utilized in connection with the Proposed Transaction, that to the best of their respective knowledge, no broker or finder is or shall be entitled to any fee, commission or similar compensation for effecting or assisting in the consummation of the proposed transaction, and that each is not aware of any claim or the basis of any claim by a third party for a broker's or finder's fee, commission or compensation.

21. Costs and Expenses. Except as otherwise provided herein, UNOVA and Amtech shall each bear and be solely responsible for its respective costs and expenses incurred in connection with the Proposed Transaction.

22. Dispute Resolution. All disputes arising in connection with this letter of intent or the Definitive Agreement shall be finally settled by binding arbitration under the Commercial Rules of the American Arbitration Association, with any such arbitration being conducted in Los Angeles, California.

23. Nonbinding Agreement;. Except for the obligations established in paragraphs 15, 16, 17, 18, 19, 20, 21, 22 and 23 hereof, which are binding on the parties (the "Binding Provisions"), this letter constitutes a non-binding letter of intent and is not a contract, agreement or a valid and enforceable offer, express or implied, binding on either of the parties with respect to the Proposed Transaction. If either party breaches any of the Binding Provisions, the other party shall be entitled to enforce its rights either by suit in equity and/or by action at law, including without limitation an action for damages as a result of any such breach and/or an action for specific performance of those provisions. Amtech represents and warrants to UNOVA the Amtech Board has informally approved the execution and delivery of this letter of intent.

24. Expiration of Offer. If the proposal outlined in this letter is an acceptable basis for the negotiation, preparation and execution of a Definitive Agreement setting forth the Proposed Transaction described in this letter, please sign a copy of this letter in the space provided below, and return the same to me. If this letter of intent has not been fully executed and delivered by both parties on or before 5:00 p.m. (Pacific time) on April 9, 1998, the proposal contained herein shall expire.

Sincerely,

UNOVA, INC.

/s/ Theodore S. Eagle
Director Corporate Development

Accepted and agreed to this 8th day of April, 1998:

AMTECH CORPORATION

By: /s/ Ronald A. Woessner

Title: Vice President

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is made and entered into as of May 14, 1998 by and between Amtech Corporation, a Texas corporation (the "Purchaser"), and David P. Cook (the "Shareholder").

RECITALS

The Shareholder owns all of the outstanding capital stock (the "Shares") of Petabyte Corporation, a Delaware corporation (the "Company").

The Company owns all of the outstanding capital stock of CustomTracks, Inc., a Delaware corporation (the "Subsidiary").

The Shareholder desires to sell to Purchaser, and Purchaser desires to purchase from Shareholder, the Shares in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, the parties to this Agreement agree as follows:

1. Purchase of Shares. On and subject to the terms and conditions set forth in this Agreement, at the Closing (as defined in Section 2), Purchaser will acquire from the Shareholder, and the Shareholder will transfer to Purchaser, all of the Shares. As consideration in full for the Shares to be acquired by Purchaser from the Shareholder, Purchaser will pay (i) the sum of $200,000 in immediately available funds by wire transfer to one or more accounts specified in writing by the Shareholder by June 1, 1998, and (ii) subject to Section 5, four additional payments (the "Future Payments") of $200,000 each payable on each of the first, second, third, and fourth anniversaries of the Closing in immediately available funds to one or more accounts specified in writing by the Shareholder.

2. Closing. The closing (the "Closing") will take place on May 14, 1998 at the offices of Purchaser, or at such other time or place as may be agreed by the parties.

(a) At the Closing, the certificates, documents, and other items listed below will be delivered by the party indicated:

(i) the Shareholder will deliver certificates to Purchaser representing good and marketable title to all of the Shares, duly endorsed for transfer or accompanied by duly executed stock powers; and

(ii) the Shareholder will deliver a certificate executed by the Shareholder stating that (A) Purchaser has been provided with a true and correct copy of the Company's and the Subsidiary's articles of incorporation and bylaws; (B) all representations and warranties of the Shareholder set forth in this Agreement are true and correct in all material respects; and (C) the Shareholder has performed in all material respects his covenants and agreements set forth in this Agreement.

(b) The obligation of Purchaser to consummate the transactions contemplated by this Agreement will be subject to the conditions that: (i) each representation and warranty of the Shareholder set forth in this Agreement must be true and correct as of the Closing as if made at the time of the Closing; (ii) the Shareholder must have performed each of his obligations under this Agreement; and (iii) the Shareholder must have delivered each of the items required to be delivered by him under Section 2(a).

(c) The obligation of the Seller to consummate the transactions contemplated by this Agreement will be subject to the conditions that: (i) each representation and warranty of Purchaser set forth in this Agreement must be true and correct as of the Closing as if made at the time of the Closing; (ii) Purchaser must have performed each of its obligations under this Agreement; and (iii) Purchaser must have delivered the consideration

required to be delivered by it under Section 2(a).

3. Representations and Warranties of the Shareholder. The Shareholder by this Agreement represents and warrants to Purchaser as follows (each of which representations and warranties will survive the Closing):

(a) Organization. Each of the Company and the Subsidiary is a corporation duly organized, validly existing, and in good standing in the State of Delaware and has full corporate power to own its properties and to conduct its business as presently conducted.

(b) Authority. The Shareholder has all requisite personal capacity to execute and deliver this Agreement and all other agreements and instruments contemplated by this Agreement to be executed and delivered by the Shareholder (the "Seller Documents"). This Agreement and the Seller Documents have been duly executed and delivered by the Shareholder and are legal, valid, and binding agreements of the Shareholder, enforceable against the Shareholder in accordance with their respective terms.

(c) Minute Books. Shareholder has made available to Purchaser true, correct, and complete copies of the certificate of incorporation, bylaws, minute books, stock certificate books, and stock record books of the Company and the Subsidiary. The minute books of the Company and the Subsidiary contain

minutes or consents reflecting all actions taken by the directors (including any committees) and shareholders of the Company and the Subsidiary, respectively.

(d) Capitalization. The authorized capital stock of the Company consists solely of 1,000 shares of common stock, $.01 par value per share, of which 1,000 shares are issued and outstanding. All of the Shares are validly issued, fully paid and nonassessable, are held by the Shareholder and were issued free and clear of preemptive or similar rights. The Shares to be transferred to Purchaser under this Agreement constitute all of the issued and outstanding capital stock of the Company. There are no outstanding options, warrants, convertible securities or other rights, agreements, arrangements or commitments obligating the Company, the Shareholder, or any other person or entity to issue or sell any securities or ownership interests in the Company, including, without limitation, any of the Shares. There are no shareholder agreements, voting agreements, voting trusts or similar agreements binding on any of the Shareholder's interests in the Company or applicable to any of the Shares. All of the outstanding capital stock of the Company has been offered and sold in compliance with all applicable securities laws, rules and regulations. All of the shares of capital stock of the Subsidiary (the "Subsidiary Stock") are owned beneficially and of record by the Company and are validly issued, fully paid, and nonassessable, and were issued free and clear of preemptive or similar rights. The Subsidiary Stock constitutes all of the issued and outstanding capital stock of the Subsidiary. There are no outstanding options, warrants, convertible securities or other rights, agreements, arrangements or commitments obligating the Subsidiary, the Company or any other person or entity to issue or sell any securities or ownership interests in the Subsidiary, including, without limitation, any of the Subsidiary Stock. There are no shareholder agreements, voting agreements, voting trusts or similar agreements binding on any of the Company's interests in the Subsidiary or applicable to any of the Subsidiary Stock, except as provided by the Assignment (as defined below).

(e) Title to the Shares. The Shareholder owns the Shares of record and beneficially, free and clear of any liabilities, obligations, liens, pledges, claims, security interests, encumbrances, or contingencies of any nature (collectively, "Liens"). Upon sale of the Shares to Purchaser at the Closing under this Agreement, Purchaser will acquire the entire legal and beneficial interest in all of the Shares, free and clear of any Liens.

(f) Limited Business. The Company has no property or assets other than those transferred pursuant to the Assignment dated May 14, 1998 from Shareholder to the Company (the "Assignment") and the Subsidiary Stock, and the Company has no liabilities or obligations of any type, absolute or contingent, accrued or unaccrued, known of unknown, other than its obligations under the Assignment.

4. Representations and Warranties of Purchaser. Purchaser represents and warrants to the Shareholder as follows (each of which representations and warranties will survive the Closing):

(a) Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Texas.

(b) Authority. Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance by Purchaser of this Agreement has been duly authorized by all necessary action, corporate or otherwise, by Purchaser and this Agreement has been duly executed and delivered and is a legal, valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

5. Termination Right.

The Shareholder hereby grants to Purchaser the right (the "Termination Right"), exercisable for four years from the date hereof, to terminate the obligation of Purchaser to make any Future Payments by complying with this Section 5. The Termination Right may be exercised by Purchaser tendering to the Shareholder or his designee an assignment (the "Reassignment") in the form of Exhibit A to this Agreement, completed with modifications to which the Shareholder consents, transferring to the Shareholder good and marketable title to all the assets, properties, rights and interests transferred or purported to be transferred to the Company pursuant to the Assignment, free an clear of all Liens. Upon due execution and delivery of the Reassignment to the Shareholder, the obligation of Purchaser to make Future Payments after the date of such delivery will cease.

6. Miscellaneous.

(a) Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or by a recognized courier service or by registered or certified mail, postage prepaid, to the parties at the following addresses:

If to Purchaser, to:
Amtech Corporation
19111 Dallas Parkway
Suite 300
Dallas, Texas 75287

Attention: General Counsel
Telecopy: (972) 733-6031

If to the Shareholder, to:
David P. Cook
c/o Amtech Corporation
19111 Dallas Parkway
Suite 300
Dallas, Texas 75287

Any party to this Agreement may change the address for purposes of giving notice under this Agreement by giving notice of such change to the other party to this Agreement in accordance with this Section 6(a).

(b) Attorneys' Fees and Costs. In the event that attorneys' fees or other costs are incurred to secure performance of any of the obligations in this Agreement provided for, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred therein.

(c) Further Assurances. Each party to this Agreement agrees to execute any and all documents and to perform such other acts as may be necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

(d) Counterparts. This Agreement may be executed in one or more counterparts for the convenience of the parties to this Agreement, all of which together shall constitute one and the same instrument.

(e) Entire Agreement. This Agreement contains the entire

understanding of the parties relating to the subject matter contained in this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter of this Agreement. This Agreement cannot be modified or amended except in writing signed by the party against whom enforcement is sought.

(f) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first above written.

PURCHASER:

AMTECH CORPORATION

/s/ Ronald A. Woessner, V. P.

SHAREHOLDER:

/s/ David P. Cook

David P. Cook

EXHIBIT A
TO STOCK PURCHASE AGREEMENT

ASSIGNMENT

This Assignment is made and effective this ____ day of ___ (the "Effective Date"), by and between Petabyte Corporation, a Delaware corporation ("Petabyte"), and David P. Cook, an individual residing in Dallas, Texas (referred herein as "Cook"), and

WHEREAS, by virtue of an Assignment (the "Original Assignment"), dated May 14, 1998 (the "Original Transfer Date"), Assignor assigned all rights, interests and title to the Technology, Patent Rights, and Marks relating to the Business (as those terms are defined below);

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

1. Assignment of Technology.

(a) "Technology" means any and all designs, specifications, drawings, techniques, processes, data, business plans, marketing plans, know-how, show-how, technical information, confidential information, trade secrets, in whatever form, any and all changes, updates, advances, enhancements or additions thereto, and any inventions, ideas, discoveries or concepts embodied therein, that are owned or possessed, from time-to-time, by Petabyte as a result of the Original Assignment, and that relate in any way to the Business. "Business" means the assembly, manufacture, servicing, supply, sale, or distribution of customized vertical market digital data products.

(b) Petabyte hereby irrevocably assigns, sells, transfers and conveys to Cook the entire right, title and interest that Petabyte has in the Technology and in all trademarks, service marks, tradenames, internet domain names and similar interests relating to the Business, and any associated goodwill (the "Marks"), the same to be now held and owned by Cook for his own use as fully and

entirely as the same would have been held and owned by Petabyte if this assignment and sale had not been made. Petabyte hereby further agrees to deliver to Cook all documents and items in Petabyte's possession, custody or control evidencing the Technology and the Marks.

2. Assignment of Patent Rights.

(a) "Patent Rights" means any and all rights, titles or interests in or to any United States and foreign patents or patent applications covering the Technology, including without limitation, the patents and patent applications identified on Schedule A to this Assignment and any others related to or utilized in connection with the

Business, including, without limitation, those filed after May 14, 1998 to which David P. Cook made an inventive contribution within the meaning of applicable law.

(b) Petabyte hereby irrevocably assigns, sells, transfers and conveys to Cook Petabyte's entire right, title and interest in and to any Patent Rights, the same to be now held and enjoyed by Cook for his own use and enjoyment, and for the use and enjoyment of his successors, assigns or other legal representatives, to the end of the term or terms for which said patents are granted or reissued, as fully and entirely as the same would have been held and enjoyed by Petabyte if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said Patent Rights, with the right to sue for, and collect, the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

3. Representations of Petabyte.

(a) Petabyte hereby represents and warrants that it is the owner of the Technology, Patent Rights, and Marks transferred and conveyed to Cook hereby, free and clear of all liens, claims and encumbrances, and that the conveyance hereby of the Technology, Patent Rights, and Marks vests good and marketable title to the Technology, Patent Rights, and Marks in Cook, free and clear of any liens, claims or encumbrances.

(b) Petabyte represents and warrants that this Assignment has been duly authorized by all necessary action of Petabyte, and is the binding agreement of Petabyte, enforceable in accordance with its terms. Petabyte further represents that the execution and performance of this Assignment will not violate any agreement, document, order or instrument to which Petabyte is a party or by which Petabyte is bound.

4. Entire Agreement. This Assignment embodies the complete agreement of the parties with respect to the subject matter hereof and supersedes any prior written, or prior or contemporaneous oral, understandings or agreements between the parties that may have related in any way to the subject matter hereof. This Assignment may be amended only in writing executed by Petabyte and Cook.

5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW.

IN WITNESS WHEREOF, the parties hereto have executed and made this Assignment as of the date first above written.

PETABYTE CORPORATION

By:

DAVID P. COOK

SCHEDULE A

Patents Rights

1. United States Patent Application, Serial Number 08/984,907, filed December 4, 1997, for METHOD AND SYSTEM FOR CUSTOM MANUFACTURE AND DELIVERY OF A DATA PRODUCT.

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