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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

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Date of Report (Date of earliest event reported): **August 29, 2018**

**VEECO INSTRUMENTS INC.**

(Exact name of registrant as specified in its charter)

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

**0-16244**  
(Commission  
File Number)

**11-2989601**  
(IRS Employer  
Identification No.)

**Terminal Drive, Plainview, New York 11803**  
(Address of principal executive offices)

**(516) 677-0200**  
(Registrant's telephone number, including area code)

**Not applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

**Retirement of Mr. Peeler**

On August 29, 2018, following a succession planning process begun several years earlier, John R. Peeler, Chairman and Chief Executive Officer of Veeco Instruments Inc. (“Veeco” or the “Company”), notified the Board of Directors (the “Board”) of his intention to retire as Chief Executive Officer of the Company, effective September 30, 2018. At the Board’s request, Mr. Peeler agreed to serve as Executive Chairman of the Company for one year following his retirement as Chief Executive Officer and to continue as non-executive Chairman thereafter, subject to his re-election to the Board upon expiration of his current term at the 2019 annual meeting of stockholders.

**Promotion of Dr. Miller**

On August 29, 2018, the Board voted to appoint William J. Miller, Ph.D., age 50, currently the Company’s President, to succeed Mr. Peeler as Chief Executive Officer, effective October 1, 2018 (the “Transition Date”). In addition, the Board voted to increase the size of the Board from seven to eight directors, effective on the Transition Date, and to appoint Dr. Miller to the Board as of such date as a Class I director with a term expiring at our annual stockholder meeting in 2019. Dr. Miller has been President since January 2016, overseeing all of Veeco’s global business units. He was named Executive Vice President, Process Equipment in December 2011, and was Executive Vice President, Compound Semiconductor from July 2010 until December 2011. Prior thereto, Dr. Miller was Senior Vice President and General Manager of Veeco’s MOCVD business beginning in January 2009. From January 2006 to January 2009, Dr. Miller was Vice President, General Manager of Veeco’s Data Storage equipment business. He held leadership positions of increasing responsibility since joining Veeco in November 2002. Prior to joining Veeco, Dr. Miller held leadership positions at Advanced Energy Industries, Inc. and Exxon Corporation.

**Promotion of Mr. Maheshwari**

On August 29, 2018, the Board also voted to appoint Shubham Maheshwari, age 46, currently the Company’s Executive Vice President, Chief Financial Officer, to the additional position of Chief Operating Officer, effective on the Transition Date. Mr. Maheshwari has been Executive Vice President, Chief Financial Officer of Veeco since May 2014. He oversees Veeco’s Finance, Investor Relations, Internal Audit, Information Technology, and Global Operations functions. From 2011 to 2014, Mr. Maheshwari served as Chief Financial Officer of OnCore Manufacturing LLC, a global manufacturer of electronic products in the medical, aerospace, defense and industrial markets. From 2009 to 2011, he held various finance roles including Senior Vice President Finance, Treasury, Tax and Investor Relations at Spansion, Inc., a global leader in flash memory based embedded system solutions. Mr. Maheshwari helped lead Spansion’s emergence from bankruptcy to become a successful public company. From 1998 to 2009, he was with KLA-Tencor Corporation, a global semiconductor capital equipment manufacturing company, in various senior level corporate development and finance roles, including Vice President of Corporate Development and Corporate Controller. Mr. Maheshwari currently serves on the board of Kateeva, Inc.

**Amendment of Peeler Employment Agreement**

In connection with Mr. Peeler’s transition from Chairman and Chief Executive Officer to Executive Chairman, the Company and Mr. Peeler entered into an amendment to Mr. Peeler’s Employment Agreement, effective on the Transition Date (as so amended, the “Revised Agreement”). Pursuant to the Revised Agreement, as Executive Chairman, Mr. Peeler will receive a base salary at an annualized rate of \$500,000 and will participate in the Veeco Management Bonus Plan with a target bonus of 100% of base salary for the remaining portion of 2018 and for the period during which he serves as Executive Chairman. For 2019, his bonus would be prorated to reflect the period of his service as Executive

Chairman. In addition, the Revised Agreement provides that, in the Company's 2019 equity program, the Board will award to Mr. Peeler restricted stock having a grant date fair value of \$1.25 million and vesting in equal installments on each of the first four anniversaries of the grant date, subject to Mr. Peeler's continued service as Executive Chairman or a member of the Board. The equity awards previously granted to Mr. Peeler will remain outstanding and will continue to vest in accordance with their terms, subject to Mr. Peeler's continued service as Executive Chairman or a member of the Board. If, prior to September 30, 2019, Mr. Peeler's employment is terminated for any reason other than for "Cause" or a resignation by Mr. Peeler without "Good Reason" (each as defined in the Revised Agreement), all outstanding equity awards which are not then vested (x) will become vested immediately, with respect to time-vesting awards and (y) will become vested if and when the performance criteria is met, with respect to performance-based awards; and Mr. Peeler will retain the right to exercise any options to purchase shares of the Company's common stock which are then held by him until the earlier of three years after he ceases to be a member of the Board or the expiration of the original full term of the option. The Board intends that Mr. Peeler will serve as Chairman of the Board through at least the 2020 annual meeting of stockholders; provided that he is re-elected to the Board upon expiration of his current term at the 2019 annual meeting of stockholders, and, provided further that, effective October 1, 2019, Mr. Peeler will hold the title of Non-Executive Chairman of the Board. Mr. Peeler will not be entitled to the severance benefits provided for in his Employment Agreement due to a termination of his employment as Executive Chairman or upon cessation of his service as a member of the Board. The foregoing description of the Revised Agreement is qualified in its entirety by reference to Mr. Peeler's Employment Agreement as previously filed with the Securities and Exchange Commission and the amendment attached as Exhibit 10.1 hereto and incorporated by reference herein.

#### **Dr. Miller Offer Letter**

In connection with Dr. Miller's promotion to Chief Executive Officer, the Company and Dr. Miller entered into a letter agreement, effective on the Transition Date. Pursuant to this agreement, Dr. Miller's annual base salary will be increased to \$575,000 and his target bonus will be increased to 110% of base salary for the remaining portion of 2018 following his transition to Chief Executive Officer. In addition, this letter agreement provides that the Board will award to Dr. Miller on the Transition Date (x) restricted stock, having a grant date fair value of \$500,000 and vesting in equal installments on each of the first four anniversaries of the grant date, subject to his continued service, and (y) a performance-based restricted stock unit award having a grant date fair value of \$2.0 million. The letter agreement also provides that, in the Company's 2019 equity program, the Board will award to Dr. Miller restricted stock having a grant date fair value of \$1.5 million, not less than 51% of which will be comprised of performance-based restricted stock units, with the balance to vest ratably over four years, subject to his continued service. Dr. Miller will not receive additional compensation for his service as a member of the Board. The foregoing description of the letter agreement with Dr. Miller is qualified in its entirety by reference to the agreement attached hereto as Exhibit 10.2 and incorporated by reference herein.

#### **Mr. Maheshwari Offer Letter**

In connection with Mr. Maheshwari's appointment to the additional position of Chief Operating Officer, the Company and Mr. Maheshwari entered into a letter agreement, effective on the Transition Date. Pursuant to this agreement, Mr. Maheshwari's annual base salary will be increased to \$500,000 and his target bonus will be increased to 90% of base salary for the remaining portion of 2018 following his promotion to Chief Operating Officer. In addition, this agreement provides that the Board will award to Mr. Maheshwari on the Transition Date (x) restricted stock, having a grant date fair value of \$250,000 and vesting in equal installments on each of the first four anniversaries of the grant date, subject to his continued service, and (y) a performance-based restricted stock unit award having a grant date fair value of \$750,000. The letter agreement also provides that, in the Company's 2019 equity program, the Board will award to Mr. Maheshwari restricted stock having a grant date value of \$850,000, not less than 51% of which will be comprised of performance-based restricted stock units, with the balance to vest ratably over four years, subject to his continued service. The foregoing description of the letter agreement with Mr. Maheshwari is qualified in its entirety by reference to the agreement attached hereto as Exhibit 10.3

and incorporated by reference herein.

On September 4, 2018, the Company issued a press release announcing Mr. Peeler's transition from Chairman and Chief Executive Officer to Executive Chairman and the promotions of Dr. Miller and Mr. Maheshwari. A copy of the press release is furnished as Exhibit 99.1 to this report.

**Item 9.01 Financial Statements and Exhibits.**

(d) *Exhibits* .

<u>Exhibit</u>	<u>Description</u>
10.1	Amendment dated August 29, 2018 to the Employment Agreement between the Company and John R. Peeler
10.2	Letter Agreement dated August 29, 2018 between the Company and William J. Miller, Ph.D.
10.3	Letter Agreement dated August 29, 2018 between the Company and Shubham Maheshwari
99.1	Press release issued by Veeco dated September 4, 2018

The information in this report, including the exhibits, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities under that Section, nor shall this information or these exhibits be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

## EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
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10.2	<a href="#">Letter Agreement dated August 29, 2018 between the Company and William J. Miller, Ph.D.</a>
10.3	<a href="#">Letter Agreement dated August 29, 2018 between the Company and Shubham Maheshwari</a>
99.1	<a href="#">Press release issued by Veeco dated September 4, 2018</a>

## SIGNATURES

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

September 4, 2018

**VEECO INSTRUMENTS INC.**

By: /s/ Gregory A. Robbins

Name: Gregory A. Robbins

Title: Senior Vice President and General Counsel

**AMENDMENT TO  
EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO EMPLOYMENT AGREEMENT is dated as of September 4, 2018 by and between Veeco Instruments Inc. (the “Company”) and John R. Peeler (“Executive”).

WHEREAS, Executive currently serves in the position of Chairman and Chief Executive Officer of the Company, pursuant to an Employment Agreement initially effective July 1, 2007 and amended June 12, 2008, December 31, 2008, June 11, 2010, April 25, 2012, July 24, 2013, June 12, 2014 and June 12, 2017 (collectively, the “Agreement”);

WHEREAS, Executive desires to retire from employment with the Company effective September 30, 2019 (the “Scheduled Employment Termination Date”), and the Company desires to accept Executive’s retirement from employment on that date; and

WHEREAS, the parties desire that Executive transition from Chairman and Chief Executive Officer to Executive Chairman of the Company effective October 1, 2018 (the “Transition Date”);

NOW, THEREFORE, the parties hereby agree that the Agreement shall be amended as follows, effective as of the Transition Date, provided Executive is employed by the Company as its Chairman and Chief Executive Officer on September 30, 2018:

1. Section 1 of the Agreement is amended by adding the following definitions thereto in their respective alphabetical order:

“Scheduled Employment Termination Date” means September 30, 2019.

“Transition Date” means October 1, 2018.

2. The fourth sentence of Section 2(a) of the Agreement is amended to read as follows:

The Executive shall devote such business time, attention and energy to the business of the Company as the Board or the Chief Executive Officer of the Company shall reasonably require.

3. Section 2(c) of the Agreement is amended in its entirety to read as follows:

(c) Management Bonus Plan. Executive shall be eligible to participate in Management Bonus Plan established from time to time by the Compensation Committee of the Board (the “Committee”) and subject to achievement of the performance goals specified thereunder. Commencing on the Transition Date, Executive’s target bonus will be 100% of Base Salary. For 2018, bonus shall be based upon actual performance for the year and shall be prorated to reflect target bonus in effect with respect to the period prior to the Transition Date (115%) and the target bonus in effect with respect to the period beginning on the Transition Date and ending on December 31, 2018 (100%). For 2019, Executive’s bonus shall be based upon actual performance relative to target and shall be prorated to reflect the period of Executive’s employment through the Scheduled Employment Termination Date.

4. Section 2(d) of the Agreement is amended in its entirety to read as follows:

(d) Benefits; Stock Options; Restricted Stock. In addition to the Base Salary and bonus plan referred to above, Executive shall be entitled to participate in such employee benefit plans or programs of the Company, and shall be entitled to such other fringe benefits, as are from time to time made available by the Company generally to employees of the Executive’s position, tenure, salary, and other qualifications. In particular:

(i) Executive shall receive a 2019 equity award grant at the time of the Company's annual grant program, in the form of a time-based restricted stock award under the Veeco Instruments Inc. 2010 Stock Incentive Plan, as amended and restated (or successor plan), having an aggregate value, determined based upon the fair market value of the common stock of the Company as of the date of grant, of \$1,250,000 (rounded down to the nearest whole share), and subject to vesting in equal installments on each of the first four anniversaries of the date of grant.

(ii) Executive shall continue to participate in all group health and insurance programs and all other benefits, fringe benefits and perquisites generally available to senior executives of the Company, as such plans may be amended from time to time. However, Executive shall not receive a car allowance or housing allowance or accrue vacation for any period on or after the Transition Date.

(iii) All of Executive's outstanding equity awards will continue to vest and be exercisable (in the case of option awards) in accordance with their terms. For the avoidance of doubt, the Executive's transition from Chairman and Chief Executive Officer to Executive Chairman shall not interrupt or terminate "Continuous Service" for purposes of the equity awards granted to Executive.

5. Section 2(g) of the Agreement is amended by striking the phrase "Section 2(d)(v) and" therefrom.

6. Section 3(a) of the Agreement is amended by modifying the language preceding subparagraph (i) to insert "prior to the Scheduled Employment Termination Date" immediately after "If Executive's employment with the Company terminates".

7. Section 3(a)(ii) is amended to read as follows:

(ii) Executive shall be entitled to receive the bonus he would have received if he had been employed through the Scheduled Employment Termination Date, less any portion of the bonus actually paid for the period prior to the Transition Date.

8. Section 3(a)(vi) is amended by adding the following sentence to the end thereof:

Notwithstanding the foregoing, performance-based restricted stock units shall continue to be subject to the Company's meeting applicable performance conditions and, if and when earned, shall become fully vested. In the event of a change in control or similar transaction, such performance-based restricted stock units shall be treated in the same manner as the performance-based restricted stock units held by senior executives of the Company.

9. Section 3(b) is re-designated as Section 3(d) and is further amended by inserting "prior to the Scheduled Employment Termination Date" immediately after "If Executive's employment with the Company is terminated".

10. A new Section 3(b) is added to the Agreement to read as follows:

(b) If Executive's employment with the Company terminates prior to the Scheduled Employment Termination Date under circumstances entitling him to severance and benefits under Section 3(a), the following provisions shall also apply:

(i) During the period commencing on the termination date and ending 18 months following the Scheduled Employment Termination Date, the Company shall reimburse Executive for his COBRA premiums (including, if applicable, for continued coverage for Executive's spouse and eligible dependents) provided that Executive is eligible for and

elects to receive COBRA coverage, and, to the extent that the Executive is not eligible for or does not elect to receive COBRA benefits, the Company shall pay to Executive on a monthly basis a cash amount equal to the COBRA premiums payable for such coverage had Executive (and his spouse and dependents) been eligible and elected to receive such coverage.

- (ii) Executive shall retain the right to exercise any options to purchase shares of the Company's stock which are held by Executive until the earlier of (A) three years after the date Executive ceases to be a member of the Board or (B) the expiration of the original full term of each such option.
- (iii) Executive shall not receive compensation for service as a member of the Board during any period in which severance is otherwise payable under Section 3(a).

11. A new Section 3(c) is added to the Agreement to read as follows:

(c) If Executive's employment with the Company terminates on the Scheduled Employment Termination Date, the following provisions shall apply:

- (i) Executive will begin to receive compensation for his services as a member of the Board on the same basis as independent members of the Board.
- (ii) During the 18 months following the Scheduled Employment Termination Date, provided that Executive is eligible for and elects to receive COBRA coverage, the Company shall reimburse Executive for his COBRA premiums (including, if applicable, for continued coverage for Executive's spouse and eligible dependents). The second, third and fourth sentences of Section 3(a)(iii) shall apply to this obligation to the extent applicable.
- (iii) Executive shall retain the right to exercise any options to purchase shares of the Company's stock held by Executive until the earlier of (A) three years after the date Executive ceases to be a member of the Board or (B) the expiration of the original full term of each such option.
- (iv) If Executive ceases to serve on the Board for any reason other than voluntary resignation, any restricted stock units held by Executive as of the Scheduled Employment Termination Date shall become vested and the restrictions with regard thereto shall lapse upon such cessation. Notwithstanding the foregoing, performance-based restricted stock units shall continue to be subject to the Company's meeting applicable performance conditions and, if and when earned, shall become fully vested. In the event of a change in control or similar transaction, such performance-based restricted stock units shall be treated in the same manner as the performance-based restricted stock units held by senior executives of the Company.

12. The Agreement is amended by modifying the "Position," "Initial Base Salary" and "Severance Period" provisions immediately following the Executive's signature line to state as follows:

Effective as of the Transition Date, the Executive's Position, Base Salary and Severance Period shall be as follows:

Position: Executive Chairman

Base Salary: \$500,000 per annum

Severance Period: Remaining period (if any) between termination date which occurs after the Transition Date and Scheduled Employment Termination Date

13. Except as set forth above, the Agreement shall continue in accordance with its terms. **Executive agrees that the modifications of the terms of his employment in accordance with this Amendment shall not constitute Good Reason.**

**VEECO INSTRUMENTS INC.**

**EXECUTIVE**

By: /s/ Gordon Hunter  
Name: Gordon Hunter  
Chairman of the Compensation Committee

/s/ John R. Peeler  
John R. Peeler

Date: August 29, 2018

Date: August 29, 2018

**Veeco Instruments Inc.**  
1 Terminal Drive  
Plainview, New York 11803 U.S.A.  
Phone (516) 677-0200  
Fax (516) 677-0380  
www.veeco.com

August 29, 2018

William J. Miller, Ph.D

Dear Bill:

Further to your discussion with the Board of Directors of Veeco Instruments Inc. (the "Company" or "Veeco"), this letter will confirm your appointment to the position of Chief Executive Officer and as a member of the Board of Directors of the Company. Upon your acceptance, the effective date of your appointment shall be October 1, 2018 ("Effective Date"). The terms of your employment as Chief Executive Officer are set forth in Exhibit A hereto attached (the "Employment Terms").

This letter, including the Employment Terms, constitutes the sole and complete agreement between the Company and you with respect to the subject matter herein and supersedes all other agreements, both oral and written, between the Company or any of its subsidiaries and you, to the extent inconsistent with this letter and the attached Employment Terms.

This letter and the terms and conditions hereof are to be construed, governed and interpreted in accordance with the laws of the State of New York, without giving effect to its conflict of law principles.

This letter is not a contract of employment and does not provide any rights regarding your continued employment with Veeco. Your employment with Veeco will continue on an "at will" basis. This means that the employment relationship is non-contractual, for no fixed period and terminable at any time by either you or the Company. In addition, no subsequent oral or written agreements on this subject shall be valid unless they are in writing and signed by an authorized representative of Veeco.

Two copies of this letter are enclosed. Please sign and return a copy and let me know if you have any questions about this letter or the terms of your appointment.

Bill, I'd like to personally congratulate you and wish you much success in your new role at Veeco.

Sincerely,

/s/ Gordon Hunter

\_\_\_\_\_  
Gordon Hunter  
Compensation Committee Chairman

ACCEPTED AND AGREED:

/s/ William J. Miller

\_\_\_\_\_  
William J. Miller  
Date: August 29, 2018

Exhibit A  
 Executive Compensation Term Sheet  
**William J. Miller (the "Executive")**  
 (\$000)

	<b>Description</b>
Title	Chief Executive Officer; will also be named to the Board of Directors
Effective Date	October 1, 2018
Base Salary	\$575
Annual Bonus Opportunity	110% of Base Salary / \$633(1)
Promotion Equity Award	\$2,500 to be granted at the Effective Date on the following terms: <ul style="list-style-type: none"> <li>• \$2,000 granted as PRSUs subject to the Company's 3-year TSR vs. the 3-year TSR of the Russell 2000; see grant agreement for specific terms and conditions</li> <li>• \$500 granted as time-based restricted stock subject to 4-year vesting (25% / year)</li> </ul>
2019 Annual Equity Award	\$1,500 to be granted in conjunction with 2019 annual award program: <ul style="list-style-type: none"> <li>• Not less than 51% to be performance-based restricted stock units</li> <li>• Balance to be granted as time-based restricted stock subject to ratable 4-year vesting</li> </ul>
Stock Ownership Requirement	<ul style="list-style-type: none"> <li>• 4x Base Salary</li> <li>• Executive shall have, in accordance with the Company's Stock Ownership policy, five years to achieve compliance with the requirement.</li> </ul>
Employee Benefits Plans and Perquisites	<ul style="list-style-type: none"> <li>• Will continue to participate in all employee benefit plans.</li> <li>• Car allowance to continue at \$8.4.</li> </ul>
Change in Control Benefits	Covered by Veeco Instruments Inc. Sr. Executive Change in Control Policy with the following amendments applicable to Executive: <ul style="list-style-type: none"> <li>• The definition of Good Reason set forth in Section 2 shall be expanded to include an involuntary diminution in the executive's position, title, responsibilities, authority or reporting responsibilities.</li> <li>• The multiplier set forth in Section 4(b)(ii) shall be increased from 1.5 to 2.0.</li> </ul>
Non-Change-in-Control Severance Benefits	<ul style="list-style-type: none"> <li>• Applicable in the event of Executive's termination by the Company other than for Cause or resignation for Good Reason and conditioned on the receipt of a general release of claims satisfactory to the Company.</li> <li>• Good Reason Definition               <ul style="list-style-type: none"> <li>• Significant and involuntary reduction in base salary and/or the total benefits available under cash or stock incentives or other employee benefit plans(2)</li> <li>• Involuntary relocation of principal place of work by more than 50 miles</li> <li>• If not appointed to the Board within thirty (30) days of his assignment or if he thereafter involuntarily ceases to be a member of the Board</li> <li>• Any involuntary diminution in the executive's position, title, responsibilities, authority or reporting responsibilities.</li> </ul> </li> <li>• Twenty four (24) months of salary continuation paid as severance</li> <li>• Pro-rata bonus for year of termination based on actual company and individual performance through end of the year. Payment, if any, would be made at same time bonus payments are made to other employees.</li> <li>• Up to 18 months of subsidized COBRA</li> <li>• Outstanding equity to vest immediately or, in the case of PRSU awards, after first being earned. Stock options to remain exercisable for the shorter of 24 months or the original term of the option.</li> </ul>

(1) 2018 Bonus to be prorated based on the effective date of new assignment

(2) Excludes base salary or other reductions made in connection with a reduction program affecting similarly situated employees.

**Veeco Instruments Inc.**  
1 Terminal Drive  
Plainview, New York 11803 U.S.A.  
Phone (516) 677-0200  
Fax (516) 677-0380  
www.veeco.com

August 29, 2018

Shubham (Sam) Maheshwari

Dear Sam:

I am pleased to confirm your appointment to the position of Chief Operating Officer, which role shall be in addition to your current role as Chief Financial Officer. Upon your acceptance, the effective date of your appointment shall be October 1, 2018 ("Effective Date"). The terms of your employment are set forth in Exhibit A hereto attached (the "Employment Terms").

This letter, including the Employment Terms, constitutes the sole and complete agreement between the Company and you with respect to the subject matter herein and supersedes all other agreements, both oral and written, between the Company or any of its subsidiaries and you, to the extent inconsistent with this letter and the attached Employment Terms.

This letter and the terms and conditions hereof are to be construed, governed and interpreted in accordance with the laws of the State of New York, without giving effect to its conflict of law principles.

This letter is not a contract of employment and does not provide any rights regarding your continued employment with Veeco. Your employment with Veeco will continue on an "at will" basis. This means that the employment relationship is non-contractual, for no fixed period and terminable at any time by either you or the Company. In addition, no subsequent oral or written agreements on this subject shall be valid unless they are in writing and signed by an authorized representative of Veeco.

Two copies of this letter are enclosed. Please sign and return a copy and let me know if you have any questions about this letter or the terms of your appointment.

Sam, I'd like to personally congratulate you and wish you much success in your new role at Veeco.

Sincerely,

/s/ Robert W. Bradshaw

\_\_\_\_\_  
Robert W. Bradshaw  
Sr. Vice President, Human Resources

ACCEPTED AND AGREED:

/s/ Shubham Maheshwari

\_\_\_\_\_  
Shubham Maheshwari

Date: August 29, 2018

Exhibit A  
 Executive Compensation Term Sheet  
*Shubham (Sam) Maheshwari (the "Executive")*  
 (\$000)

	Description
Title	Executive Vice President, Chief Operating Officer and Chief Financial Officer
Effective Date	October 1, 2018
Base Salary	\$500
Annual Bonus Opportunity	90% of Base Salary / \$450(3)
Promotion Equity Award	\$1,000 to be granted at the Effective Date on the following terms: <ul style="list-style-type: none"> <li>• \$750 granted as PRSUs subject to the Company's 3-year TSR vs. the 3-year TSR of the Russell 2000; see grant agreement for specific terms and conditions</li> <li>• \$250 granted as time-based restricted stock subject to 4-year vesting (25% / year)</li> </ul>
2019 Annual Equity Award	\$850 to be granted in conjunction with 2019 annual award program: <ul style="list-style-type: none"> <li>• Not less than 51% to be performance-based restricted stock units</li> <li>• Balance to be granted as time-based restricted stock subject to 4-year vesting</li> </ul>
Stock Ownership Requirement	<ul style="list-style-type: none"> <li>• 3x Base Salary</li> <li>• Executive shall have, in accordance with the Company's Stock Ownership policy, five years to achieve compliance with the requirement.</li> </ul>
Employee Benefits Plans and Perquisites	<ul style="list-style-type: none"> <li>• Will continue to participate in all employee benefit plans.</li> <li>• Car allowance to continue at \$8.4.</li> </ul>
Change in Control Benefits	Covered by Veeco Instruments Inc. Sr. Executive Change in Control Policy.
Non-Change-in-Control Severance Benefits	<ul style="list-style-type: none"> <li>• Applicable in the event of Executive's termination by the Company other than for Cause or resignation for Good Reason and conditioned on the receipt of a general release of claims satisfactory to the Company.</li> <li>• Good Reason Definition               <ul style="list-style-type: none"> <li>• Significant and involuntary reduction in base salary and/or the total benefits available under cash or stock incentives or other employee benefit plans(4)</li> <li>• Involuntary relocation of principal place of work by more than 50 miles</li> </ul> </li> <li>• Twelve (12) months of salary continuation paid as severance</li> <li>• Up to twelve (12) months of subsidized COBRA</li> </ul>

(3) 2018 Bonus to be prorated based on the effective date of new assignment

(4) Excludes base salary or other reductions made in connection with a reduction program affecting similarly situated employees.



## VEECO ANNOUNCES CHANGES TO EXECUTIVE LEADERSHIP TEAM

*John Peeler to remain as Executive Chairman as Bill Miller becomes CEO on October 1, 2018*

**PLAINVIEW, N.Y., September 4, 2018** —Veeco Instruments Inc. (NASDAQ: VECO) today announced that John Peeler, Chairman and Chief Executive Officer, will transition to the role of Executive Chairman, effective October 1, 2018. William J. Miller, currently President, will become Chief Executive Officer and will join the Company's board of directors bringing the size of the board to eight. Additionally, Shubham (Sam) Maheshwari will be named Chief Operating Officer and will continue in his role as Chief Financial Officer.

Peeler joined Veeco in 2007 as Chief Executive Officer and became Chairman of the Board in 2012. As Executive Chairman, Peeler will work closely with Miller and the Board to ensure an effective transition of management.

"With his impressive background and track record of notable achievements across strategic, product development and operational assignments, there is no one better suited than Bill to take over the helm as Veeco looks forward to its next chapter," stated Peeler. "Bill and the executive team have the industry experience to execute Veeco's vision while remaining committed to enabling tomorrow's technology breakthroughs."

Over the last 16 years, Miller has held a variety of roles within Veeco. Miller became President in 2016, overseeing all of Veeco's global business units. Previously, he guided the strategic direction and product development for the Company's MOCVD and Ion Beam product lines and was responsible for the Company's global operations organization. Prior to joining Veeco, Miller held engineering and operations leadership roles with Advanced Energy and Exxon Corporation. He holds BS, MS and PhD degrees in mechanical engineering from the University of Pennsylvania.

"Veeco has built a reputation of helping customers overcome their most difficult technical challenges. This inspires us—along with our commitment to customer satisfaction," noted Miller. "I want to thank John for his guidance and building such a strong leadership team. I intend to build on this legacy while discovering new opportunities to leverage the Company's outstanding technology and unmatched talent. I also appreciate the confidence the Board has placed in me."

Richard D'Amore, Veeco's lead independent director, added, "When John joined the Company in 2007, Veeco was considered a data storage and metrology company. John's vision and focus on execution transformed Veeco to be on the leading edge of the compound semiconductor and advanced packaging markets. The Board appreciates all that John has contributed to the success of the Company and we have every confidence that Bill will build upon his progress, taking Veeco to the next level of performance."

Maheshwari joined Veeco in 2014 with more than 20 years of experience in finance. He previously held senior and executive level positions in the semiconductor industry at KLA-Tencor, Spansion and OnCore. Maheshwari holds BS and MS degrees in chemical engineering and an MBA from the Wharton School of Business. Working side-by-side with Miller, Maheshwari will be charged with advancing Veeco's operations, customer satisfaction and profitability.

### **About Veeco**

Veeco (NASDAQ: VECO) is a leading manufacturer of innovative semiconductor process equipment. Our proven MOCVD, lithography, laser annealing, ion beam and single wafer etch & clean technologies play an integral role in producing LEDs for solid-state lighting and displays, and in the fabrication of

advanced semiconductor devices. With equipment designed to maximize performance, yield and cost of ownership, Veeco holds technology leadership positions in all these served markets. To learn more about Veeco's innovative equipment and services, visit [www.veeco.com](http://www.veeco.com).

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