

**THIS DEED OF ACCESSION** is made as of \_\_\_\_\_, 2009 by [NAME OF TRANSFEREE/HOLDER] (the "**Additional Consenting Holder**"), a [●] corporation.

- (A) New ASAT (Finance) Limited (the "**Issuer**"), an exempted company with limited liability under the Companies Law (as consolidated and revised) of the Cayman Islands, the Guarantors and several Holders entered into a certain Forbearance Agreement on March 2, 2009 (the "**Forbearance Agreement**") relating to that certain Indenture dated as of January 26, 2004, as amended by that certain First Supplemental Indenture dated as of May 20, 2005 and that certain Second Supplemental Indenture dated as of August 27, 2007 (the "**Indenture**"), pursuant to which the Issuer has duly authorized and issued US\$150,000,000 of 9.25% Senior Notes due 2011.
- (B) The terms of the Forbearance Agreement allow any Holder that is not a party to that agreement or any assignee or transferee of the beneficial interest in the Notes held by a Consenting Holder to become a party to that agreement by executing and delivering to the Issuer a deed of accession.
- (C) The Additional Consenting Holder desires to become a party to the Forbearance Agreement.

**TERMS AGREED:**

1. The Additional Consenting Holder acknowledges that it has read and fully understands the Forbearance Agreement.
2. For all purposes in connection with the Forbearance Agreement, the Additional Consenting Holder shall and hereby becomes, from the date of this Deed of Accession, a party to and bound by the Forbearance Agreement to the same extent as if the Additional Consenting Holder were an original party thereto in the capacity of a Consenting Holder.
3. This Deed of Accession shall be attached to and become a part of the Forbearance Agreement. This Deed of Accession and the Forbearance Agreement shall be read and construed as one document and references (in or pursuant to the Forbearance Agreement) to the Forbearance Agreement should be read and construed as reference to the Forbearance Agreement and this Deed of Accession.
4. This Deed of Accession shall be governed by, and construed in accordance with, the laws of the State of New York excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

Capitalized terms not otherwise defined shall have the meaning ascribed to them in the Indenture.

*(Remainder of page intentionally left blank)*

**IN WITNESS WHEREOF**, the duly authorized representative of the Additional Consenting Holder has executed this Deed of Accession as of the date first above written.

[NAME OF ADDITIONAL CONSENTING HOLDER]

Address: \_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_