

BY FAX

\_\_\_\_\_, 2009

The Bank of New York  
101 Barclay Street, Floor 21 West  
New York, NY 10286  
Attn: Global Finance Unit  
Telecopy: +1-212-815-5595

with a copy to:

The Bank of New York  
One Temasek Avenue  
#02-01 Millenia Tower  
Singapore 039192  
Attention: Global Trust Services  
Telecopy: +65-6883-0338

Re: Notice of Forbearance in respect of 9.25% Senior Notes due 2011 ("**Notes**") issued by New ASAT (Finance) Limited (the "**Issuer**")

Ladies and Gentlemen:

Reference is made to the Indenture dated as of January 26, 2004, by and among the Issuer, the guarantors listed therein and The Bank of New York, as trustee, as amended by the First Supplemental Indenture dated as of May 20, 2005 and the Second Supplemental Indenture dated as of August 27, 2007 (as so amended, the "**Indenture**"). Capitalized terms not defined in this letter have the meanings ascribed to such terms in the Indenture.

The purpose of this letter is to notify you that the undersigned holder of the Notes (the "**Holder**") has become a party to the forbearance agreement, dated March 2, 2009, between the Issuer, the Guarantors and certain other holders of the Notes (the "**Forbearance Agreement**") by execution of a deed of accession on \_\_\_\_\_, 2009 (the "**Deed of Accession**"). A copy of the Deed of Accession is enclosed. Pursuant to the Forbearance Agreement, the Holder has agreed to forbear from exercising certain of its rights and remedies under the Indenture, the Notes and the Guarantees (collectively, the "**Credit Documents**") with respect to the occurrence of certain Events of Default which are specified in the Forbearance Agreement (the "**Specified Defaults**").

Pursuant to its obligations under the Forbearance Agreement, the Holder hereby instructs you not to take any remedial action against the Issuer or any Guarantor on its behalf pursuant to the Credit Documents during the Forbearance Period (as defined in the Forbearance Agreement) on account of any of the Specified Defaults.

For further details regarding the terms of the Forbearance Agreement, please see ASAT Holding's report on Form 6-K dated March 2, 2009 furnished to the Securities and Exchange Commission and available at [www.sec.gov](http://www.sec.gov).

The delivery of this letter and the entry into the Forbearance Agreement by the Holder does not constitute and should not be construed as any waiver or modification of any of its rights under the Credit Documents and all of its rights and privileges under the Credit Documents, including without limitation those arising in connection with the Specified Defaults, are hereby expressly preserved.

*[Remainder of page intentionally left blank.]*

If you have any questions regarding this letter, please contact our legal advisers at O'Melveny & Myers LLP, AIG Tower, 31st Floor, 1 Connaught Road Central, Hong Kong S.A.R., Tel: (852) 3512-2385, Fax: (852) 2522-1760, Attention: Mr. Mark Fairbairn.

Sincerely:

[HOLDER]

By: \_\_\_\_\_  
Name:  
Title: