

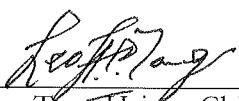
TOP MIX INVESTMENTS LIMITED
(Incorporated in the British Virgin Islands with limited liability)
("Company")

RESOLUTIONS IN WRITING OF ALL DIRECTORS OF THE COMPANY MADE PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY

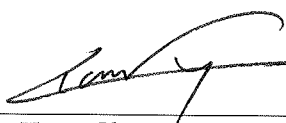
BANKING FACILITIES GRANTED BY THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED

1. There was attached to these resolutions a facility letter dated 27 October 2009 ("**Facility Letter**") from The Hongkong and Shanghai Banking Corporation Limited ("**Bank**") setting out the terms and conditions for offering the banking facilities of HK\$600,000,000 ("**Banking Facilities**") to the Company.
2. Noted that the Banking Facilities would be financing the payment ultimately distributed to the public shareholders of Meadville Holdings Limited ("**MHL**") for the acquisition of the laminate business from MHL as disclosed in the joint announcement of MHL, TTM Technologies, Inc., TTM Hong Kong Limited and the Company ("**Acquisition**").
3. Further noted that the board of directors of the Company ("**Board**") had reviewed the financial position of the Company. Taking into account that the Acquisition and the utilisation of the Banking Facilities would benefit the Company, the Board was unanimously of the opinion that the granting of the Banking Facilities by the Bank subject to the terms and conditions as contained in the Facility Letter would be in the commercial interest of the Company.
4. **RESOLVED THAT** the Banking Facilities subject to the terms and conditions as contained in the Facility Letter be approved and **THAT** any two directors of the Company be authorised to sign the Facility Letter for and on behalf of the Company and any notice or documents in connection with Facility Letter or the transactions contemplated by Facility Letter.

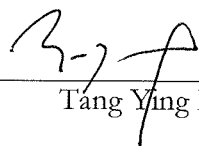
Date: 11 November 2009



 Tang Hsiang Chien



 Tang Chung Yen, Tom



 Tang Ying Ming, Mai



Commercial Banking – GP 4, Major2
(CARM 091005)

PRIVATE AND CONFIDENTIAL
Top Mix Investments Ltd
No 4 Dai Shun Street
Tai Po Industrial Estate
Tai Po
New Territories

27 October 2009

Attn : Mr Tom Tang / Ms Mai Tang

Dear Sir / Madam

BANKING FACILITY
A/C TO BE OPENED

Banking facilities of HKD600 Millions extended to Top Mix Investments Limited for financing the acquisition of the laminate business from Meadville Holdings Ltd.

With reference to our recent discussion, we are pleased to confirm our agreement to granting Top Mix Investments Limited (the "Borrower") the following banking facility. The sole expressed purpose of the Facility is to finance the Borrower's acquisition of the laminate business of Meadville Holdings Ltd. ("MHL"), i.e. the business of manufacturing and distributing laminates and prepregs and the holding of an indirect interest of approximately 22.2% and 75.0% of the issued share capital of Guangdong Shengyi Sci. Tech Co., Ltd. and Suzhou Shengyi Sci. Tech. Co., Ltd., respectively (the "Laminate Sale"). In conjunction with the Laminate Sale, MHL also proposes to dispose of the printed circuit board ("PCB") business, i.e. the business of manufacturing and distributing PCB including circuit design, quick-turn-around services and drilling and routing services, to TTM Technologies Inc. and/or its subsidiaries (the "PCB Sale").

This facility will be made available on the specific terms and conditions outlined herein and upon the satisfactory completion of the security detailed below.

Bridging Loan

- Amount : HKD600,000,000.-
- Purpose : Facility is purely for the purpose to finance the Borrower's acquisition of the laminate business of Meadville Holdings Ltd. ("MHL"), i.e. the business of manufacturing and distributing laminates and prepregs and the holding of an indirect interest of approximately 22.2% and 75.0% of the issued share capital of Guangdong Shengyi Sci. Tech Co., Ltd. and Suzhou Shengyi Sci. Tech. Co., Ltd., respectively (the "Laminate Sale").
- Interest : Interest on the loan will be charged at 2% per annum over 1, 2, 3 or 6 months HIBOR (Hong Kong Interbank Offered Rate) / SIBOR (Singapore Interbank Offered Rate) respectively, and payable at the end of each interest period to the debit of your account to be opened with us. The applicable HIBOR will generally be based on our quotation at or about 11:00 am or at the time of request, as appropriate, on the date of drawdown/rollover.

The Hongkong and Shanghai Banking Corporation Limited
HSBC Main Building, 1 Queen's Road Central, Hong Kong
Tel: (852) 2822 1111 Fax: (852) 2789 4305
Telex: 73205 HSBC HX Telegrams: Hongbank Hongkong
Web: www.hsbc.com.hk

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Term : One year

Drawdown Condition : The facility shall be available for drawdown upon the completion of the followings:

1. the passing of the necessary resolutions approving the transactions contemplated under the Laminate Sale and the PCB Sale at the relevant extraordinary general meeting(s) of Meadville Holdings Ltd. and the necessary resolutions approving the transactions contemplated under the PCB Sale at the relevant extraordinary general meeting of TTM Technologies Inc., where applicable; and
2. the Committee on Foreign Investment in the United States having issued a notice that there are no issues of national security of the United States sufficient to warrant further investigation or the period in which the President of the United States may prevent the consummation of the PCB Sale having expired.

Repayment : Bullet repayment at the end of the Term.

General conditions for the utilisation of the HIBOR/SIBOR Loan facilities:-

- a) 24 hours advance notice of drawdown / rollover is to be given to us.
- b) 2 business days advance notice of drawdown / rollover is to be given to us. The reference to "business day" means a day, other than a Saturday, Sunday or public holiday, on which banks are open for general business in Singapore and Hong Kong.
- c) Each drawdown / rollover to be for periods (interest period) of 1, 2, 3 or 6 months (drawdown / rollovers for 6 months are subject to the availability of matching funds in the market).
- d) With our prior approval, (which will not be withheld, provided we are satisfied that the funds utilised are generated from your internal resources, out of cash flow rather than from external re-financing) during an interest period the total amount of a drawing may, with 48 hours advance notice to us, be repaid subject to the usual charges (i.e. the differential between the return we would have received had the loan run to maturity and the return we are able to obtain by the placing of the funds repaid for the remainder of the period in the market).
- e) Amounts repaid in advance will not be available for redrawing and will be applied to repayment of the total amount outstanding in reverse order of maturity.

We reserve the right to renegotiate the HIBOR/SIBOR interest spreads should any event occur which changes the basis on which HIBOR/SIBOR interest margins are presently calculated.

Please note that our Loans Section is responsible for the administration of HIBOR/SIBOR facilities. For rate quotations and other day to day administrative matters, please contact Ms Tracy Wu on telephone number 2288 2536.



Default Interest

Please note that interest will be payable on sums which are overdue, drawings which are in excess of agreed limits and amounts demanded and not paid, at the maximum rate stipulated in the Bank's Tariff which is accessible at <https://www.commercial.hsbc.com.hk/1/2/commercial/customer-service/tariffs>. The Bank will provide you with a hard copy of the Tariff at your request. Interest at the applicable rate will be payable monthly in arrears to the debit of your current account.

Accrual of Interest and Other Sums

Please note that interest and other sums expressed to be chargeable or payable on a periodic basis will nonetheless accrue from day to day and amounts so accrued may be demanded at any time.

Security

As security, we require to hold either (A) or (B) as follows:

(A)

1. An All Monies Debenture incorporating a floating charge over all the assets and undertakings of Top Mix Investments Ltd.
2. An All Monies Debenture incorporating a floating charge over all the assets and undertakings of MTG Laminate (BVI) Limited.
3. A Charge over the shares of Top Mix Investments Ltd, MTG Laminate (BVI) Limited, Mica-Ava (Far East) Industrial Ltd, Mica-AVA (No.3) Limited, Mica-Ava Holding Ltd and AVA International Ltd.
4. A Guarantee limited to HKD600,000,000.- (together with default interest and other costs and expenses) amongst Top Mix Investments Ltd, MTG Laminate (BVI) Limited, Mica-Ava (Far East) Industrial Ltd, Mica-AVA (No.3) Limited, Mica-Ava Holding Ltd and AVA International Ltd together with certified copies of Board Resolutions in substantially the form of those enclosed with this Facility Letter. We enclose our standard form of guarantee for your completion and return.

As Top Mix Investments Ltd, MTG Laminate (BVI) Limited and Mica-AVA (No.3) Limited (the 'Companies') are incorporated outside the Hong Kong Special Administrative Region, we also require Legal Opinions from qualified lawyers in the jurisdiction of the Companies' incorporation, confirming the authority of the Companies to enter into these facilities/security, and also confirming that all necessary documents have been or will be properly executed. The Legal Opinions, together with the properly executed security documents, should be forwarded to us directly by the solicitor.

The authorised signatories of Mica-Ava (Far East) Industrial Ltd, Mica-AVA (No.3) Limited, Mica-Ava Holding Ltd and AVA International Ltd should be duly verified by their bankers. Please also let us have a certified copy of Certificate of Incorporation, Memorandum and Articles of Association and List of current directors of Mica-Ava (Far East) Industrial Ltd, Mica-AVA (No.3) Limited, Mica-Ava Holding Ltd and AVA International Ltd for our records.

5. A Letter of Undertaking from MTG Laminate (BVI) Limited (the "Company") undertakes the following:
 - (a) to maintain minimum Consolidated Tangible Net Worth of HKD1,000,000,000.- by 31 December 2009 and HKD1,200,000,000.- by 31 December 2010.

"Consolidated Tangible Net Worth" means the aggregate of:-

- the amount paid up on the issued share capital (other than any redeemable share capital) of the Company; and
- the consolidated capital and revenue reserves (including but not limited to the share premium account, revaluation and retained profits or losses);

but after deducting from such sum:-

- goodwill and all other intangible assets;
- all minority interests in subsidiaries;
- all amounts set aside for tax;
- any dividend or other distribution declared/recommended;
- the excess of the book value to the market value of the listed investments;
- any amount standing to the debit of the Company's consolidated capital and reserves (including profit and loss account); and
- any amount due from the shareholders, directors, and/or related companies.

(b) to maintain Consolidated Gearing ratio of no more than 0.7.

"Consolidated Gearing" means the ratio of "Total Interest Bearing Debt" to "Consolidated Tangible Net Worth plus Non-Redeemable Preference Shares and Minority Interest"

(c) to maintain EBITDA "Earnings Before Interest, Tax, Depreciation and Amortization" of no less than HKD70,000,000.- by 31 December 2009 and HKD100,000,000.- by 31 December 2010.

The above ratios/figures will be determined by reference to the latest consolidated audited or management accounts or the financial statements provided by the Company from time to time. The Bank will calculate the ratios/figures in accordance with the accounting principles, standards and practices on which the preparation of the audited consolidated accounts of the Company was based and in accordance with the latest Statements of Standard Accounting Practice issued by the Hong Kong Institute of Certified Public Accountants. Any calculation made by the Bank will be conclusive.

6. A Letter of Undertaking from Tang Family (defined as Tang Hsiang Chien, Tang Chung Yen Tom and Tang Ying Ming Mai) undertakes to maintain 100% and 93.71% beneficial shareholding of MTG Laminate (BVI) Limited and Mica-AVA (Far East) Industrial Ltd respectively.

We enclose the suggested formats of Letters of Undertaking and Board Resolutions for your reference.

7. A Charge over the designated account under AVA International Ltd with us.

(B)

1. A Guarantee limited to HKD600,000,000.- (together with default interest and other costs and expenses) from Tang Hsiang Chien and Tang Chung Yen Tom securing the obligation and liabilities of Top Mix Investments Ltd.

2. A Letter of Undertaking from Tang Hsiang Chien and Tang Chung Yen Tom undertake to complete the original required security arrangements as listed under (A).

The personal guarantee under (B) will only be released upon full and satisfactory completion of the security arrangements as listed under (A).

Upon acceptance of this letter, we shall instruct Allen & Overy from our approved panel of lawyers to prepare the necessary documentation for the above security items under (A). All their charges and disbursements incurred in this respect will be for your account.

By signing this letter, your company undertakes the following :

- (i) any proceeds (either dividend or disposal proceeds) of your shares of Guangdong Shengyi Sci Tech Co Ltd, which is listed in Shanghai, shall be directed to HSBC's designated account under AVA International Ltd.
- (ii) to notify us any change of shareholding and Capital Expenditure plan, and
- (iii) not to mortgage or encumber any of the assets and shares of Top Mix Investments Ltd and MTG Laminate (BVI) Limited and its subsidiaries without prior consent from us.

Top Mix Investments Ltd, MTG Laminate (BVI) Limited and Tang Family will be required for so long as this facility is available to Top Mix Investments Ltd to comply with the above undertakings.

Please note that all costs and expenses (including legal fees) incurred by us in connection with the extension of this facility and any matters arising are to be reimbursed by you on demand.

This Facility Letter shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"). The parties hereto shall submit to the non-exclusive jurisdiction of the courts of Hong Kong.

Please arrange for the **authorised signatories of your company**, in accordance with the terms of the mandate given to the Bank, to sign and return to us the duplicate copy of this letter to signify your understanding and acceptance of the terms and conditions under which this facility is granted.

An arrangement fee of HKD1,200,000.- will be charged to the debit of your current account to be opened with us upon receipt of your acceptance of this Facility Letter.

Unless expressed in writing from you to the contrary, we may provide any information relating to any of your accounts with us and any facilities we may provide to you from time to time or their conduct or any other information concerning your relationship with us to any other company or office which at the relevant time belongs to or is part of the HSBC Group.

Unless expressly agreed otherwise by us, we may transfer all or any part of our obligations under this Facility Letter or in respect of any of the facilities to any person by delivering to you a notice in writing. Such transfer shall take effect as from the effective date specified in the notice and we shall thereafter be released from such obligations.

Section 83 of the Banking Ordinance

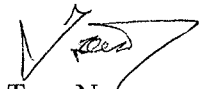
Please note that Section 83 of the Banking Ordinance has imposed on us as a bank certain limitations on advances to persons related to our directors or employees. In acknowledging this Facility Letter you should advise us whether you are in any way related to any of our directors or employees within the meaning of Section 83 and in the absence of such advice we will assume that you are not so related. We would also ask, should you become so related subsequent to acknowledging this Facility Letter, that you immediately advise us in writing.

Should you have any queries regarding the completion of the required documents, please feel free to contact our Ms Cressia Kan, Customer Service Officer, on telephone no. 2822 2672.

This facility will remain open for acceptance until the close of business on 24 November 2009 and, if not accepted by that date, will be deemed to have lapsed.

We look forward to the development of a mutually beneficial and lasting relationship.

Yours faithfully



Tony Ng
Senior Vice President
SS/hcz
Encl

For and on behalf of
TOP MIX INVESTMENTS LIMITED



Authorized Signature(s)

Top Mix Investments Ltd
(Authorized Signature with company chop)