

Supplemental Deed in respect of

- (i) the Share Sale and Purchase Agreement dated 8 November 2007 entered into by Aspocomp Group Oyj (“AGO”), Meadville Holdings Limited (MHL”) and Aspocomp Asia Limited (to be renamed Meadville Aspocomp (BVI) Holdings Limited) (“HoldCo”) in relation to HoldCo (the “SSPA”); and
- (ii) the Deed dated 30 November 2007 entered into by AGO, MHL, HoldCo and ACP Electronics Co. Ltd. (敬鵬(蘇州)電子有限公司) relating to the completion, settlement of accounts and flow of funds in relation to the SSPA (the “Fund Flow Deed”)

A. In relation to the SSPA

We, AGO, MHL and HoldCo, being all the parties to the SSPA mentioned above, hereby agree as follows :-

1. The definitions contained in the SSPA shall, where the context permits, continue to apply in construing the terms of this supplemental deed, except where a word or an expression is otherwise defined herein.
2. Clause 1.1 of the SSPA shall be amended in the following manner :-
 - (a) by deleting the definition of “D” in its entirety and substituting therefor the following new definition :-

“D” means the sum of Eur. 7,681,662 being the aggregate amount of (i) the sum of Eur. 5,482,456 being the total bank borrowings of ACPE as shown in its unaudited balance sheet as at 16 November 2007 and (ii) the sum of Eur. 2,199,206 being the total overdue amount payables of ACPE as of 16 November 2007. ”
 - (b) by deleting the definition of “Sale Shares Consideration” in its entirety and substituting therefor the following new definition :-

“Sale Shares Consideration” means Eur. 61,534,112. ”
3. Clause 4.4 of the SSPA shall be deleted in its entirety and replaced by the following :-

"4.4 (a) The Seller shall withdraw C and settle D on Closing. Subject to Clause 4.4 (b) below, both the Seller and the Purchaser agree that the Seller may withdraw C and settle D by way of authorising the Purchaser on Closing to adjust the Sales Shares Consideration for the purpose of calculating the net amount to be remitted to the Seller after such adjustment. The formula of the adjustment is by (i) adding an amount equivalent to the value of C to the Sale Share Consideration, and (ii) deducting an amount equivalent to the aggregate amount of D from the Sale Shares Consideration.

(b) After the adjustment of the Sales Shares Consideration for the purpose of calculating the net amount to be remitted to the Seller, the Purchaser shall make payment pursuant to Schedules 1 and 2 of the Fund Flow Deed.

(c) For the purposes mentioned in Clause 4.4 (a) and (b) above, the



Seller hereby authorizes the Purchaser to make the adjustment and payment as specified in Clause 4.4 (a) and (b) above.

4. Save as amended as aforesaid, the terms, provisions and conditions of the SSPA shall remain unaltered and be of full force and effect and each reference in the SSPA to "this Agreement" shall, unless the context otherwise requires, be construed as a reference to the SSPA as amended by clauses 1 to 4 of this supplemental deed.

B. In relation to the Fund Flow Deed

We, the undersigned, being all the parties to the Fund Flow Deed, hereby agree as follows :-

5. The definitions contained in the Fund Flow Deed and the SSPA shall, where the context permits, continue to apply in construing the terms of clauses 6 to 10 of this supplemental deed, except where a word or an expression is otherwise defined herein.
6. Sub-clause (iv) of Clause 2.1 of the Fund Flow Deed shall be deleted in its entirety and replaced by the following :-
" (iv) D shall be Eur. 7,681,662. "
7. Sub-clause (v) of Clause 2.1 of the Fund Flow Deed shall be deleted in its entirety.
8. The item "Overdue amount payables of ACPE as of 16 Nov 07 to be paid direct to ACPE" set out in Schedule 1 to the Fund Flow Deed shall be marked with and identified as "(D)" at the end of such an item.
9. Clause 2.2 of the Fund Flow Deed shall be deleted in its entirety and replaced by the following :-
" 2.2 (i) The Parties hereto acknowledge and agree that Schedule 1 contains a breakdown of the application of the proceeds of the Sale Shares Consideration and specifies the sums that shall be paid by the Seller to third parties at Closing. The Seller hereby agrees and authorizes the Purchaser (who hereby agree), at or following Closing, on behalf of the Seller (i) to deduct from the Sale Share Consideration the sums, as set forth in Schedule 1, that the Seller shall pay to third parties and (ii) to make such payments on behalf of the Seller to the third parties pursuant to Schedules 1 and 2.
(ii) The Parties further agree and accept that the net sum of Eur. 4,034,623 under the item "Initial working capital of the Company" set out in Schedule 1 shall be paid to the Company by the Purchaser on behalf of the Seller so that the Company owes to the Seller a sum of Eur. 4,034,623 (the "Sum").
(iii) In consideration of the completion of each of the transactions contemplated in the SSAP and the Fund Flow Deed, Aspocomp shall be entitled to collect from Nokia Corporation and its subsidiaries the Consignment Inventory Amount (Eur. 675,351) and the shipments to Nokia and/or take-outs from inventory that Nokia has implemented or will implement between 16 November, 2007 and Closing (Eur. 1,070,846) for its own benefits without



any recourse to ACPE, the Company (or any of its subsidiary) or the Purchaser (or any of its subsidiary). "

10. Clause 2.3 of the Fund Flow Deed shall be deleted in its entirety and replaced by the following :-

- " 2.3 (i) The Parties acknowledge that following completion of the Restructuring, the Company owns the ACPH Shares, the ACI Shares and the equipment as described in the Salo Equipment Agreement, and the Company indirectly through ACPH owns 100 % of the shares of ACPE. The Parties further acknowledge and recognize that following completion of the Restructuring ACPE has a current account receivable from Aspocomp (or any of its subsidiaries, as the case may be) for a total amount of approximately Rmb 160,183,000 (the "ACPE Receivable").
- (ii) The Parties agree that with ACPE's consent (which is hereby granted by ACPE to the Company), the Company shall assume the obligation in place of Aspocomp to make full payment of the ACPE Receivable to ACPE and the Company shall forthwith be solely liable for the payment of the ACPE Receivable to ACPE.
- (iii) The Parties agree that as a result of the Company's assumption of the payment obligation in respect of the ACPE Receivable, the Seller owes to the Company a sum of Rmb 160,183,000. With the set-off of the Sum of Eur. 4,034,623 owed by the Company to the Seller, the final amount owing by the Seller to the Company is Rmb 116,457,980, which is hereby waived by the Company.
- (iv) The Parties further acknowledge and agree that neither the Seller will owe any sum of the ACPE Receivable to the Company or ACPE nor the Company owe any sum of the ACPE Receivable to the Seller. For the avoidance of doubt, subject to Clause 2.2 (iii), the arrangement stipulated in Clause 2.3(i), (ii) and (iii) in relation to the ACPE Receivable does not concern any receivables (other than the ACPE Receivable) due by Aspocomp (or any of its subsidiaries, as the case may be) to ACPE. "

11. Save as amended as aforesaid, the terms, provisions and conditions of the Fund Flow Deed shall remain unaltered and be of full force and effect and each reference in the Fund Flow Deed to "this Deed" shall, unless the context otherwise requires, be construed as a reference to the Fund Flow Deed as amended by clauses 6 to 11 of this supplemental deed.

C. Miscellaneous

12. AGO acknowledges that it has agreed with MHL that it will procure a second charge on its 8,500 shares in HoldCo to be given in favour of MHL. AGO hereby confirms and agrees with MHL that it shall procure that the second charge on its 8,500 shares in HoldCo shall be given in favour of MHL within 60 days after 30 November 2007.
13. The parties hereto undertake to execute and do and procure to be executed and done all documents, deeds, acts and things as may be necessary for the purpose of giving effect to the terms of this supplemental deed.
14. This supplemental deed shall be governed by and construed in accordance with





the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

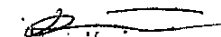
Dated as of 30 November 2007

EXECUTION PAGE TO THE SUPPLEMENTAL DEED

SIGNED by)
)
for and on behalf of)
ASPOCOMP GROUP OYJ)
with the intent to be bound as a deed)
in the presence of:)
TAINA ROIVANEN


MAIRE LATINEN


PERTTI VUORINEN

Signature: 
Name: TAINA ROIVANEN
Address: LINTTUVAARAN 23 A 0 00120 HELSINKI
Occupation: ASSISTANT

THE COMMON SEAL of)
MEADVILLE HOLDINGS)
LIMITED)
was hereunto affixed)
in the presence of:)

Common seal

Director

Director/Secretary

the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

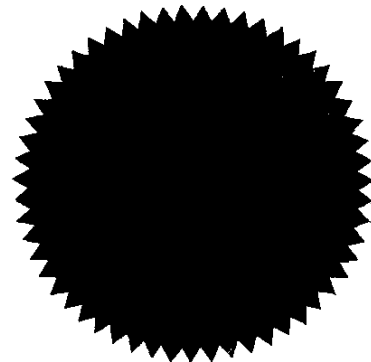
Dated as of 30 November 2007

EXECUTION PAGE TO THE SUPPLEMENTAL DEED

SIGNED by)
)
for and on behalf of)
ASPOCOMP GROUP OYJ)
with the intent to be bound as a deed)
in the presence of:)

Signature: _____
Name: _____
Address: _____
Occupation: _____

THE COMMON SEAL of)
MEADVILLE HOLDINGS)
LIMITED)
was hereunto affixed)
in the presence of:)

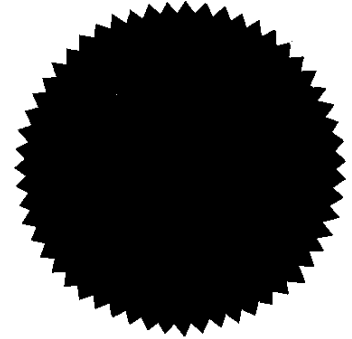


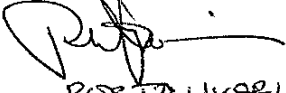
TANG Chung Yen, Tom
Director

CHUNG Tai Keung, Ganase
Director/Secretary




THE COMMON SEAL of)
ASPOCOMP ASIA)
LIMITED)
was hereunto affixed)
in the presence of:)





PSETA UJAEHSON
Director

Director/Secretary

SIGNED by)
for and on behalf of)
ACP ELECTRONICS)
CO. LTD)
in the presence of:)


MAIRA-LISA FRIMAN

Signature: 
Name: Milla Pukkinen
Address: Kaarmitie 38 D 22, 00130 HEL
Occupation: LAWYER