UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 21, 2014

TTM TECHNOLOGIES, INC.
(Exact name of registrant as specified in its charter)

Delaware	**0-31285**	**91-1033443**
(State or other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

1665 Scenic Avenue, Suite 250
Costa Mesa, California **92626**
(Address of Principal Executive Offices) **(Zip Code)**

Registrant's telephone number, including area code: (714) 327-3000

(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:

☒ 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))

Item 1.01. Entry into a Material Definitive Agreement.

Agreement and Plan of Merger

On September 21, 2014, TTM Technologies, Inc., a Delaware corporation (the "Company"), Viasystems Group, Inc., a Delaware corporation ("Viasystems"), and Vector Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), entered into an Agreement and Plan of Merger (the "Merger Agreement") pursuant to which Merger Sub will, subject to the satisfaction or waiver of the conditions therein, merge with and into Viasystems, and Viasystems will be the surviving corporation in the merger and will be a wholly owned subsidiary of the Company (the "Merger"). The Boards of Directors of the Company and Viasystems have each unanimously approved the Merger Agreement and the Merger. Additionally, the Board of Directors of Viasystems (the "Viasystems Board") has recommended that Viasystems' stockholders adopt the Merger Agreement.

Pursuant to the terms of the Merger Agreement and subject to the conditions therein, at the effective time of the Merger (the "Effective Time"), each share of Viasystems' common stock issued and outstanding immediately prior to the Effective Time (other than shares (i) held in treasury by Viasystems, (ii) owned by the Company or Merger Sub or (iii) owned by stockholders who have perfected and not withdrawn a demand for appraisal rights under Delaware law) will be converted into the right to receive a combination of (a) 0.706 of validly issued, fully paid and nonassessable shares of the Company's common stock (the "Stock Consideration") and (b) $11.33 per share in cash (the "Cash Consideration" and, together with the Stock Consideration, the "Merger Consideration"). No fractional shares of the Company's common stock will be issued in the Merger, and Viasystems' stockholders will receive cash in lieu of any fractional shares.

Pursuant to the terms of the Merger Agreement and subject to the conditions therein, at the Effective Time, Viasystems' outstanding stock options will be cancelled and converted into the right to receive a combination of cash and stock with a combined value equal to the excess value, if any, of the Merger Consideration that would be delivered in respect of the number of shares of Viasystems' common stock underlying such option over the exercise price for such option. Viasystems' outstanding restricted stock awards will be converted into the Merger Consideration. Viasystems' outstanding performance share units will vest based on the greater of 100% of the target payout and the payout that would result based on Viasystems' performance through the trading day immediately preceding the Closing Date (as defined in the Merger Agreement), with each such vested performance share unit being exchanged for the Merger Consideration. Viasystems' outstanding leveraged performance shares will vest based on the greater of their target share price and the closing price of Viasystems' common stock on the trading day immediately preceding the Closing Date, with each such vested leveraged performance share being exchanged for the Merger Consideration.

The completion of the Merger is subject to various closing conditions, including, among other things, (i) the adoption of the Merger Agreement by Viasystems' stockholders, (ii) the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended and receipt of any other required antitrust approvals, (iii) the absence of any legal restraints or prohibitions on the consummation of the Merger, (iv) receipt of approval of the Merger by the Committee on Foreign Investment in the United States ("CFIUS"), and (v) the effectiveness of the registration statement on Form S-4 to be filed with the Securities and Exchange Commission (the "SEC") with respect to the Company's shares of common stock constituting the Stock Consideration. The obligation of each party to consummate the Merger is also conditioned upon the other party's representations and warranties being true and correct (subject to certain materiality exceptions), the other party having performed in all material respects its obligations under the Merger Agreement and the other party not having suffered a material adverse effect.

The Merger Agreement contains customary representations, warranties and covenants made by each of the Company and Viasystems. Viasystems has agreed, among other things, not to solicit alternative transactions or, subject to certain exceptions, enter into discussions concerning, or provide confidential information in connection with, any alternative transaction. However, if at any time following the date of the Merger Agreement and prior to Viasystems' stockholders adopting the Merger Agreement, (i) Viasystems has received from a third party a written, bona fide Acquisition Proposal (as defined in the Merger Agreement), (ii) a breach by Viasystems of the Merger Agreement has not contributed to the

making of such Acquisition Proposal, (iii) the Viasystems Board determines in good faith, after consultation with its financial advisors and outside counsel, that such Acquisition Proposal constitutes or is reasonably likely to lead to a Superior Proposal (as defined in the Merger Agreement) and (iv) after consultation with its outside counsel, the Viasystems Board determines in good faith that failure to take such action would constitute a breach by the Viasystems Board of its fiduciary duties to Viasystems' stockholders under applicable law, then Viasystems may, subject to the limitations of the Merger Agreement, (a) furnish confidential information with respect to Viasystems and its subsidiaries to the person making such Acquisition Proposal and (b) participate in discussions or negotiations with the person making such Acquisition Proposal regarding such Acquisition Proposal. The Merger Agreement also requires Viasystems, subject to certain exceptions, to call and hold a stockholders' meeting and recommend that Viasystems' stockholders approve and adopt the Merger Agreement.

The Merger Agreement contains certain termination rights for each of the Company and Viasystems, including the right of each party to terminate the Merger Agreement if the Merger has not been consummated by June 21, 2015, subject to a three-month extension to September 21, 2015 at the election of either party if, on such date (such date as the same may be extended, the "Outside Date"), the Merger has not yet received antitrust approval, CFIUS approval or certain specified legal restraints are in place but all other closing conditions have been satisfied.

In addition, pursuant to the Merger Agreement, the Company will be entitled to receive from Viasystems a termination fee of $12.8 million in the event that:

- the Merger Agreement is terminated by Viasystems in order to enter into an agreement relating to a Superior Proposal;
- prior to Viasystems' stockholders adopting the Merger Agreement, the Merger Agreement is terminated by the Company because (i) the Viasystems Board makes an adverse change in its recommendation relating to the vote on the Merger Agreement by Viasystems' stockholders, (ii) the Viasystems Board shall not have rejected an Acquisition Proposal for a majority of the outstanding capital stock or assets of Viasystems within ten business days after receipt thereof, (iii) the Viasystems Board shall have failed to reconfirm its recommendation relating to the vote on the Merger Agreement by Viasystems' stockholders within four days after a request from the Company to do so following an Acquisition Proposal, or (iv) Viasystems shall have violated in any material respect its obligations with respect to the non-solicitation of Acquisition Proposals; or
- the Merger Agreement is terminated (i) by either party following the Outside Date, (ii) by the Company due to the failure of Viasystems' stockholders to adopt the Merger Agreement, or (iii) by the Company due to the occurrence of a material adverse effect with respect to Viasystems or a breach by Viasystems of its representations, warranties or covenants in a manner that would prevent the closing conditions with respect thereto from being satisfied, in each case if (x) prior to such termination there shall have been an Acquisition Proposal for a majority of the outstanding capital stock or assets of Viasystems that is made known to Viasystems or made directly to Viasystems' stockholders generally or any person shall have publicly announced an intention to make such an Acquisition Proposal (whether or not conditional or withdrawn) and (y) concurrently with such termination or within 12 months thereafter, Viasystems enters into an agreement providing for, or consummates, an alternative transaction involving the sale of a majority of the outstanding capital stock or assets of Viasystems.

In addition, Viasystems will reimburse the Company for up to $4 million in out-of-pocket expenses if Viasystems' stockholders do not approve the Merger and a Bona Fide Proposal (as defined in the Merger Agreement) is made public prior to the failure to obtain such approval (which expenses will offset any termination fee that may otherwise be payable by Viasystems).

The Merger Agreement also provides that Viasystems will be entitled to receive a reverse breakup fee of $40.0 million from the Company in the event that the Merger Agreement is terminated by either party:

- following the Outside Date, if at the time of such termination the only conditions not satisfied (or capable of being satisfied) were related to obtaining antitrust or CFIUS approval; or
- due to a legal restraint relating to antitrust or CFIUS being implemented.

Other than the right to seek specific performance prior to termination and the right to sue for damages for intentional breaches by the Company, in the event the reverse breakup fee is paid to Viasystems, such reverse breakup fee will be Viasystems' exclusive remedy.

The foregoing is a summary only and does not purport to be a complete description of all of the terms, provisions, covenants, and agreements contained in the Merger Agreement, and is subject to and qualified in its entirety by reference to the Merger Agreement attached hereto as Exhibit 2.1, which is incorporated by reference into this Item 1.01. The Merger Agreement has been attached to provide investors with information regarding its terms. It is not intended to provide any other factual information about the Company or Viasystems. In particular, the assertions embodied in the representations and warranties contained in the Merger Agreement are qualified by information in confidential Disclosure Schedules provided by the Company to Viasystems and by Viasystems to the Company in connection with the signing of the Merger Agreement. These confidential Disclosure Schedules contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Merger Agreement. Moreover, certain representations and warranties in the Merger Agreement were used for the purpose of allocating risk between the Company and Viasystems rather than establishing matters as facts. Accordingly, readers should not rely on the representations and warranties in the Merger Agreement as characterizations of the actual state of facts about the Company or Viasystems.

Voting Agreements

In connection with the Merger, the Company entered into a Voting Agreement (the "HM Voting Agreement"), by and among the Company and the HM Funds, dated September 21, 2014, and a Voting Agreement (the "BD Voting Agreement" and, together with the HM Voting Agreement, the "Voting Agreements") by and among the Company and the BD Funds, dated September 21, 2014. The HM Funds and the BD Funds together own, in the aggregate, approximately 67% of the currently outstanding shares of Viasystems' common stock.

Pursuant to the Voting Agreements, the HM Funds and the BD Funds have agreed, among other things, to vote their shares of Viasystems' common stock in favor of the adoption of the Merger Agreement at the special meeting of Viasystems' stockholders to be held to vote on the proposed transaction.

The foregoing is a summary only and does not purport to be a complete description of all of the terms and provisions contained in the Voting Agreements, and is subject to and qualified in its entirety by reference to the HM Voting Agreement attached hereto as Exhibit 10.1 and the BD Voting Agreement attached hereto as Exhibit 10.2, both of which are incorporated by reference into this Item 1.01.

Registration Rights Agreement Memorandum of Understanding

In connection with the Merger, the Company entered into a Registration Rights Agreement Memorandum of Understanding (the "Registration Rights MOU"), by and among (i) the Company, (ii) Hicks, Muse, Tate & Furst Equity Fund III, L.P., HM3 Coinvestors, L.P., HMTF Equity Fund IV (1999), L.P., HMTF Private Equity Fund IV (1999), L.P., Hicks, Muse PG-IV (1999), C.V., HM 4-P (1999) Coinvestors, L.P., and HM 4-EQ (1999) Coinvestors, L.P. (together, the "HM Funds"), and (iii) GSC Recovery II, L.P. and GSC Recovery IIA, L.P. (together, the "BD Funds"), dated September 21, 2014. Pursuant to the Registration Rights MOU, the parties thereto agreed to enter into a registration rights agreement (the "Final Agreement") prior to the Closing (as defined in the Merger Agreement).

In connection with the Company's prior acquisition of the issued and outstanding capital stock of four indirect wholly owned subsidiaries of Meadville Holdings Limited ("Meadville") and their respective subsidiaries that comprised and operated Meadville's printed circuit board business, the Company entered into a Registration Rights Agreement, dated as of April 9, 2010 (the "Tang Registration Rights Agreement") by and among the Company, Su Sih (BVI) Limited ("SSL") and Mr. Tang Hsiang Chien ("Mr. Tang" and together with SSL and their respective affiliates, the "Tangs"). (For additional information on the Tang Registration Rights Agreement, see the Company's Current Report on Form 8-K filed with the SEC on April 13, 2010.) The Final Agreement is expected to be in substantially the form of the Tang Registration Rights Agreement, subject to certain modifications outlined in the Registration Rights MOU.

Pursuant to the Registration Rights MOU, the Final Agreement will provide for a priority period of ninety days commencing when the Company files its Current Report on Form 8-K regarding the consummation of the Merger including the required historical and pro forma financial statements (such period, the "HM/BD Priority Period"). During the HM/BD Priority Period (and if the HM Funds or the BD Funds have exercised the demand registration right discussed below, following the HM/BD Priority Period until completion of such offering), (i) each of the HM Funds and the BD Funds will be entitled to exercise a single demand registration right for the resale of their shares, (ii) each of the Tangs will agree not to make a registration demand and the Company will agree not to permit exercise by the Tangs of a registration demand, (iii) the Company will otherwise provide for "clear markets," and (iv) the Tangs (as well as the HM Funds and the BD Funds) will have piggyback registration rights relating to any demand by the HM Funds or the BD Funds (provided that if the underwriters for such an offering limit the number of shares that may be included for any reason and the Tangs have exercised their piggyback registration rights, then each of the Tangs, the HM Funds and the BD Funds will be cut back in proportion to their ownership).

Pursuant to the Registration Rights MOU, the Final Agreement will also provide that during the two-year period commencing after termination of the HM/BD Priority Period, each of the HM Funds and the BD Funds will (i) to the extent not exercised during the HM/BD Priority Period, continue to have its single demand registration right, (ii) have one additional demand registration right if the HM Funds and the BD Funds are cut back during the HM/BD Priority Period pursuant to the Registration Rights Addendum (as defined below), and (iii) have piggyback registration rights consistent with the Tang Registration Rights Agreement.

In addition, pursuant to the Registration Rights MOU, the Final Agreement will provide that if the underwriters limit the number of shares in an offering pursuant to a registration demand by the HM Funds or the BD Funds, the Tangs will be cut back first before any required reduction of shares by the HM Funds or the BD Funds, and any required cutback of the HM Funds or the BD Funds would be in proportion to their ownership. Likewise, if the underwriters limit the number of shares in an offering pursuant to a registration demand by the Tangs or the Company, the HM Funds and the BD Funds will be cut back first, in proportion to their ownership, before a reduction of shares to be registered by the Tangs is required.

The foregoing is a summary only and does not purport to be a complete description of all of the terms and provisions contained in the Registration Rights MOU, and is subject to and qualified in its entirety by reference to the Registration Rights MOU attached hereto as Exhibit 4.1, which is incorporated by reference into this Item 1.01.

Addendum to Registration Rights Agreement

In connection with the Merger, the Company, Mr. Tang and SSL have entered into an addendum to the Tang Registration Rights Agreement (the "Registration Rights Addendum"), dated September 21, 2014.

Pursuant to the Registration Rights Addendum, each of the Tangs agreed not to request that the Company effect a Demand Registration (as defined in the Tang Registration Rights Agreement) during the HM/BD Priority Period (and, if either the HM Funds or the BD Funds have exercised their demand registration rights during the HM/BD Priority Period, following the HM/BD Priority Period until completion of such offering).

In addition, the Company agreed not to effect any Demand Registration requested by any one of the Tangs during the HM/BD Priority Period, provided, however, that if the underwriters limit the number of shares that may be included in a registration demanded by the HM Funds or the BD Funds during the HM/BD Priority Period, and the Tangs have exercised their Piggy-Back Registration rights (as defined in the Tang Registration Rights Agreement), each of the Tangs, the HM Funds and the BD Funds will be cut back in proportion to their ownership.

The foregoing is a summary only and does not purport to be a complete description of all of the terms and provisions contained in the Registration Rights Addendum, and is subject to and qualified in its entirety by reference to the Registration Rights Addendum attached hereto as Exhibit 4.2, which is incorporated by reference into this Item 1.01.

Commitment Letter

Concurrently with the execution of the Merger Agreement, the Company obtained a debt financing commitment for the transactions contemplated by the Merger Agreement, the aggregate proceeds of which will be used by the Company to pay the Cash Consideration to consummate the Merger, to refinance certain existing indebtedness of Viasystems, to refinance certain existing indebtedness of the Company, and to pay the fees and expenses incurred in connection with the Merger.

JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC, and Barclays Bank PLC (collectively, the "Lenders") have committed to provide (i) a senior secured asset-based revolving facility (the "ABL Facility") in an aggregate amount of $150 million, and (ii) a senior secured term loan B facility (the "Term B Facility" and, together with the ABL Facility, the "Credit Facilities") in an aggregate amount of $1,115 million, each on the terms and subject to the conditions set forth in a commitment letter (the "Commitment Letter"), dated September 21, 2014. The obligations of the Lenders to provide financing under the Commitment Letter are subject to certain conditions, including, without limitation, (i) the execution and delivery of definitive loan documentation for the Credit Facilities consistent with the Commitment Letter; (ii) a condition that neither the Company nor any of its subsidiaries shall have any material indebtedness for borrowed money other than certain agreed-upon indebtedness; (iii) the consummation of the Merger in accordance with the Merger Agreement (without giving effect to any amendments to the Merger Agreement or any waivers thereof that are materially adverse to the Lenders unless consented to) substantially concurrently with the initial funding of the Credit Facilities; (iv) the closing of the Credit Facilities on or before the Expiration Date (as defined in the Commitment Letter); (v) receipt by the Lenders of certain audited and unaudited financial statements of the Company, Viasystems, and their respective subsidiaries; (vi) receipt by the Lenders of pro forma financial information giving effect to the Merger; (vii) receipt by the Lead Arrangers (as defined in the Commitment Letter) of documentation and other information reasonably requested in advance; (viii) the payment of all applicable costs, fees and expenses; (ix) completion of all actions necessary to establish a perfected security interest in the Collateral (as defined in the Commitment Letter); (x) receipt by the Lead Arrangers of information from the Company for inclusion in a confidential information memorandum; (xi) a condition that there has not been a "Company Material Adverse Effect" (as defined in the Commitment Letter); (xii) certain representations remaining true and correct; and (xiii) the delivery of certain customary closing documents.

The foregoing is a summary only and does not purport to be a complete description of all of the terms and provisions contained in the Commitment Letter, and is subject to and qualified in its entirety by reference to the Commitment Letter attached hereto as Exhibit 10.3, which is incorporated by reference into this Item 1.01.

Item 7.01. Regulation FD Disclosure.

On September 22, 2014, the Company and Viasystems issued a joint press release announcing that the Company, Viasystems, and Merger Sub entered into the Merger Agreement pursuant to which Merger Sub will, subject to satisfaction or waiver of the conditions therein, merge with and into Viasystems, and Viasystems will be the surviving corporation in the Merger and a wholly owned subsidiary of the Company. A copy of such press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

On September 22, 2014, the Company and Viasystems held a joint conference call with investors to provide supplemental information regarding the proposed transaction. A copy of the Investor Presentation is furnished herewith as Exhibit 99.2. A copy of the Joint Conference Call Script for Investors is furnished herewith as Exhibit 99.3. Copies of the Emails / Letters to All Employees, Customers, Suppliers, Financial Institutions and Government Contacts are furnished herewith as Exhibits 99.4, 99.5, 99.6, 99.7, and 99.8, respectively.

Exhibits 99.1, 99.2, 99.3, 99.4, 99.5, 99.6, 99.7, and 99.8 shall not be deemed "filed" for any purpose, including for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section. The information in this Item 7.01, including the exhibits referenced herein, shall not be deemed incorporated by reference into any

filing under the Securities Act of 1933, as amended, or the Exchange Act regardless of any general incorporation language in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1*	Agreement and Plan of Merger, by and among the Company, Viasystems Group, Inc. and Vector Acquisition Corp., dated September 21, 2014
4.1	Registration Rights Agreement Memorandum of Understanding, by and among the Company, Hicks, Muse, Tate & Furst Equity Fund III, L.P., HM3 Coinvestors, L.P., HMTF Equity Fund IV (1999), L.P., HMTF Private Equity Fund IV (1999), L.P., Hicks, Muse PG-IV (1999), C.V., HM 4-P (1999) Coinvestors, L.P., HM 4-EQ (1999) Coinvestors, L.P., GSC Recovery II, L.P., and GSC Recovery IIA, L.P., dated September 21, 2014
4.2	Addendum to Registration Rights Agreement, by and among the Company, Su Sih (BVI) Limited, and Tang Hsiang Chien, dated September 21, 2014
10.1	Voting Agreement, by and among the Company, Hicks, Muse, Tate & Furst Equity Fund III, L.P., HM3 Coinvestors, L.P., HMTF Equity Fund IV (1999), L.P., HMTF Private Equity Fund IV (1999), L.P., Hicks, Muse PG-IV (1999), C.V., HM 4-P (1999) Coinvestors, L.P., and HM 4-EQ (1999) Coinvestors, L.P., dated September 21, 2014
10.2	Voting Agreement, by and among the Company, GSC Recovery II, L.P., and GSC Recovery IIA, L.P., dated September 21, 2014
10.3	Commitment Letter, by and among the Company, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC and Barclays Bank PLC, dated September 21, 2014
99.1	Joint Press Release, dated September 22, 2014
99.2	Investor Presentation, dated September 22, 2014
99.3	Investor Conference Call Script
99.4	Email / Letter to All Employees
99.5	Email / Letter to Customers
99.6	Email / Letter to Suppliers
99.7	Email / Letter to Financial Institutions
99.8	Email / Letter to Government Contacts

* Schedules have been omitted from this filing pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule to the SEC upon request.

Forward-Looking Statements

Certain statements in this communication may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements relate to a variety of matters, including but not limited to: the operations of the businesses of the Company and Viasystems separately and as a combined entity; the timing and consummation of the proposed merger; the expected benefits of the integration of the two companies; the combined company's plans, objectives, expectations and intentions; and other statements that are not historical fact. These statements are made on the basis of the current beliefs, expectations and assumptions of the management of the Company and Viasystems regarding future events and are subject to significant risks and uncertainty. Statements regarding the Company's and Viasystems' expected performance in the future are forward-looking statements.

It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of the combined company or the price of Viasystems' or the Company's common stock. These forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially from those indicated in such forward-looking statements, including but not limited to: the ability of the parties to consummate the proposed merger and the satisfaction of the conditions precedent to consummation of the proposed merger, including the ability to secure regulatory approvals in a timely

manner or at all; the adoption of the Merger Agreement by Viasystems' stockholders; the possibility of legal or regulatory proceedings (including related to the transaction itself); the ability of the Company to successfully integrate Viasystems' operations, product lines, technology and employees and realize synergies and additional opportunities for growth from the proposed merger in a timely manner or at all; unknown, underestimated or undisclosed commitments or liabilities; the potential impact of the announcement or consummation of the proposed transactions on the parties' relationships with third parties, which may make it more difficult to maintain business and operational relationships; the level of demand for the combined company's products, which is subject to many factors, including uncertain global economic and industry conditions, demand for electronic products and printed circuit boards, and customers' new technology and capacity requirements; the Company's and Viasystems' ability to (i) develop, deliver and support a broad range of products, expand their markets and develop new markets, (ii) timely align their cost structures with business conditions, and (iii) attract, motivate and retain key employees; and developments beyond Viasystems' or the Company's control, including but not limited to, changes in domestic or global economic conditions, competitive conditions and consumer preferences, adverse weather conditions or natural disasters, health concerns, international, political or military developments, and technological developments. Additional factors that may cause results to differ materially from those described in the forward-looking statements are set forth in the Annual Report on Form 10-K of the Company for the year ended December 30, 2013, which was filed with the SEC on February 21, 2014, under the heading "Item 1A. Risk Factors" and in the Annual Report on Form 10-K of Viasystems for the year ended December 31, 2013, which was filed with the SEC on February 14, 2014, under the heading "Item 1A. Risk Factors," and in each company's other filings made with the SEC available at the SEC's website at www.sec.gov.

Neither Viasystems nor the Company undertakes any obligation to update any such forward-looking statements to reflect any new information, subsequent events or circumstances, or otherwise, except as may be required by law.

No Offer or Solicitation

The information in this communication is for informational purposes only and is neither an offer to purchase, nor a solicitation of an offer to sell, subscribe for or buy any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed transactions or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Additional Information and Where to Find It

The Company will file with the SEC a registration statement on Form S-4, which will include a prospectus with respect to the Company's shares of common stock to be issued in the proposed merger and a proxy statement of Viasystems in connection with the proposed merger between the Company and Viasystems (the "Proxy Statement/Prospectus"). The Proxy Statement/Prospectus will be sent or given to Viasystems' stockholders and will contain important information about the proposed merger and related matters. VIASYSTEMS SECURITY HOLDERS ARE ADVISED TO READ THE PROXY STATEMENT/PROSPECTUS CAREFULLY WHEN IT BECOMES AVAILABLE BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER. The Proxy Statement/Prospectus and other relevant materials (when they become available) and any other documents filed by the Company or Viasystems with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, security holders will be able to obtain free copies of the Proxy Statement/Prospectus from the Company or Viasystems by contacting either (1) Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to the Company's Investor Relations page on its corporate website at www.ttmtech.com or (2) Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com.

Participants in the Solicitation

The Company and Viasystems and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from Viasystems' stockholders in connection with the proposed merger and may have direct or indirect interests in the proposed merger. Information about the Company's directors and executive officers is set forth in the Company's Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 30, 2013, which was filed with the SEC on February 21, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from the Company by contacting Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to the Company's Investor Relations page on its corporate website at www.ttmtech.com. Information about Viasystems' directors and executive officers is set forth in Viasystems' Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 31, 2013, which was filed with the SEC on February 14, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from Viasystems by contacting Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com. Additional information regarding the interests of participants in the solicitation of proxies in connection with the proposed merger will be included in the Proxy Statement/Prospectus that the Company will file with the SEC.

Use of Non-GAAP Financial Measures

In addition to the financial statements presented in accordance with U.S. GAAP, the Company and Viasystems use certain non-GAAP financial measures, including "adjusted EBITDA." The companies present non-GAAP financial information to enable investors to see each company through the eyes of management and to provide better insight into its ongoing financial performance.

Adjusted EBITDA is defined as earnings before interest expense, income taxes, depreciation, amortization of intangibles, stock-based compensation expense, gain on sale of assets, asset impairments, restructuring, costs related to acquisitions, and other charges. For a reconciliation of adjusted EBITDA to net income, please see Appendix A to the Company's presentation filed as Exhibit 99.2 to this Current Report on Form 8-K.

Adjusted EBITDA is not a recognized financial measure under U.S. GAAP, and does not purport to be an alternative to operating income or an indicator of operating performance. Adjusted EBITDA is presented to enhance an understanding of operating results and is not intended to represent cash flows or results of operations. The Boards of Directors, lenders and management of the companies use adjusted EBITDA primarily as an additional measure of operating performance for matters including executive compensation and competitor comparisons. The use of this non-GAAP measure provides an indication of each company's ability to service debt, and management considers it an appropriate measure to use because of the companies' leveraged positions.

Adjusted EBITDA has certain material limitations, primarily due to the exclusion of certain amounts that are material to each company's consolidated results of operations, such as interest expense, income tax expense, and depreciation and amortization. In addition, adjusted EBITDA may differ from the adjusted EBITDA calculations reported by other companies in the industry, limiting its usefulness as a comparative measure.

The companies use adjusted EBITDA to provide meaningful supplemental information regarding operating performance and profitability by excluding from EBITDA certain items that each company believes are not indicative of its ongoing operating results or will not impact future operating cash flows, which include stock-based compensation expense, gain on sale of assets, asset impairments, restructuring, costs related to acquisitions, and other charges.

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.

Date: September 22, 2014

TTM TECHNOLOGIES, INC.

By: */s/ Todd B. Schull*
Todd B. Schull
Executive Vice President,
Chief Financial Officer, Treasurer and Secretary

EXHIBIT INDEX

Exhibit No.	Description
2.1*	Agreement and Plan of Merger, by and among the Company, Viasystems Group, Inc. and Vector Acquisition Corp., dated September 21, 2014
4.1	Registration Rights Agreement Memorandum of Understanding, by and among the Company, Hicks, Muse, Tate & Furst Equity Fund III, L.P., HM3 Coinvestors, L.P., HMTF Equity Fund IV (1999), L.P., HMTF Private Equity Fund IV (1999), L.P., Hicks, Muse PG-IV (1999), C.V., HM 4-P (1999) Coinvestors, L.P., HM 4-EQ (1999) Coinvestors, L.P., GSC Recovery II, L.P., and GSC Recovery IIA, L.P., dated September 21, 2014
4.2	Addendum to Registration Rights Agreement, by and among the Company, Su Sih (BVI) Limited, and Tang Hsiang Chien, dated September 21, 2014
10.1	Voting Agreement, by and among the Company, Hicks, Muse, Tate & Furst Equity Fund III, L.P., HM3 Coinvestors, L.P., HMTF Equity Fund IV (1999), L.P., HMTF Private Equity Fund IV (1999), L.P., Hicks, Muse PG-IV (1999), C.V., HM 4-P (1999) Coinvestors, L.P., and HM 4-EQ (1999) Coinvestors, L.P., dated September 21, 2014
10.2	Voting Agreement, by and among the Company, GSC Recovery II, L.P., and GSC Recovery IIA, L.P., dated September 21, 2014
10.3	Commitment Letter, by and among the Company, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC and Barclays Bank PLC, dated September 21, 2014
99.1	Joint Press Release, dated September 22, 2014
99.2	Investor Presentation, dated September 22, 2014
99.3	Investor Conference Call Script
99.4	Email / Letter to All Employees
99.5	Email / Letter to Customers
99.6	Email / Letter to Suppliers
99.7	Email / Letter to Financial Institutions
99.8	Email / Letter to Government Contacts

* Schedules have been omitted from this filing pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule to the SEC upon request.

Exhibit 2.1
Execution Version

AGREEMENT AND PLAN OF MERGER

by and among

VIASYSTEMS GROUP, INC.,

TTM TECHNOLOGIES, INC.

and

VECTOR ACQUISITION CORP.

Dated as of September 21, 2014

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of September 21, 2014, by and among Viasystems Group, Inc., a Delaware corporation (the "Company"), TTM Technologies, Inc., a Delaware corporation ("Parent"), and Vector Acquisition Corp., a Delaware corporation and wholly owned Subsidiary of Parent ("Merger Sub" and, collectively with the Company and Parent, the "Parties").

RECITALS

WHEREAS, Parent, Merger Sub and the Company intend to effect a merger (the "Merger") of Merger Sub with and into the Company in accordance with this Agreement and the Delaware General Corporation Law (the "DGCL"), with the Company to be the surviving corporation of the Merger (the "Surviving Corporation"), and each share of common stock, par value $0.01 per share, of the Company (collectively, the "Company Shares") to be thereupon cancelled and converted into the right to receive a combination (which combination shall be referred to as the "Merger Consideration") of (x) $11.33 in cash without interest (the "Per Share Cash Consideration") and (y) 0.706 of a share (the "Per Share Stock Consideration") of validly issued, fully paid and nonassessable common stock, par value $0.001 per share, of Parent ("Parent Common Stock"), on the terms and subject to the conditions set forth herein;

WHEREAS, the board of directors of the Company (the "Company Board") has unanimously (a) determined that the Merger is fair to and in the best interests of the Company and its stockholders, (b) adopted resolutions approving and declaring the advisability of this Agreement and the Merger and other Transactions and (c) on the terms and subject to the conditions set forth herein, resolved to recommend that the Company Stockholders adopt this Agreement;

WHEREAS, the board of directors of Parent (the "Parent Board") has unanimously (a) determined that the issuance of shares of Parent Common Stock pursuant to the Transactions (the "Share Issuance") is in the best interests of Parent and its stockholders and (b) adopted resolutions approving this Agreement and the Merger and other Transactions, including the Share Issuance;

WHEREAS, the board of directors of Merger Sub has unanimously (a) adopted resolutions approving and declaring the advisability of this Agreement and the Merger and other Transactions and (b) resolved to recommend that Parent adopt this Agreement;

WHEREAS, concurrently with the execution of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, certain Company Stockholders have executed and delivered to Parent voting agreements obligating each such signatory to, among other things, vote in favor of the adoption of this Agreement and the Transactions, upon the terms and subject to the conditions set forth therein; and

WHEREAS, concurrently with the execution of this Agreement, Parent and those certain Company Stockholders have executed a Registration Rights Agreement Memorandum of Understanding setting forth terms pursuant to which Parent will provide to such Company Stockholders, in a definitive agreement to be executed by such parties prior to or contemporaneously with the Closing, registration rights with respect to the shares of Parent Common Stock to be received by such Company Stockholders in the Merger.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Parent, Merger Sub and the Company hereby agree as follows:

ARTICLE I

DEFINITIONS AND GENERAL INTERPRETATION

Section 1.01. Definitions. For purposes of this Agreement:

"Acceptable Confidentiality Agreement" means a confidentiality agreement that (a) contains provisions that are no less favorable to the Company than those contained in the Confidentiality Agreement, (b) expressly permits the Company to comply with the provisions of Section 6.05 and (c) does not include any provision calling for an exclusive right to negotiate with the Company prior to the termination of this Agreement.

"Acquisition Proposal" means any inquiry, proposal, offer or indication of interest (whether or not in writing) for or relating to (in one transaction or a series of related transactions) any of the following: (a) any direct or indirect acquisition or purchase (including by any license or lease) by any Person of (i) assets (including equity securities of any of the Company's Subsidiaries) or businesses that constitute or generate 15% or more of the revenues, net income or assets of the Company and its Subsidiaries on a consolidated basis or (ii) beneficial ownership of 15% or more of any class of equity securities of the Company or any of its Subsidiaries, the assets or business of which constitutes or generates 15% or more of the revenues, net income or assets of the Company and the Company's Subsidiaries on a consolidated basis, (b) any purchase or sale of, or tender offer or exchange offer by any Person for, equity securities of the Company or any of its Subsidiaries that, if consummated, would result in any Person beneficially owning 15% or more of any class of equity securities of the Company or any of its Subsidiaries, the assets or business of which constitutes or generates 15% or more of the revenues, net income or assets of the Company and the Company's Subsidiaries on a consolidated basis, (c) any recapitalization, liquidation or dissolution of the Company or any of its Subsidiaries, other than a wholly-owned Subsidiary of the Company, or (d) any merger, consolidation, business combination, joint venture, share exchange or similar transaction involving any of the Company's Subsidiaries, the assets or business of which constitutes or generates 15% or more of the revenues, net income or assets of the Company and its Subsidiaries on a consolidated basis, or involving the Company, if, as a result of any such transaction, the Company Stockholders, as a group, immediately prior to the consummation of such transaction would hold less than 85% of the surviving or resulting entity of such transaction immediately after the consummation of such transaction; provided that the term "Acquisition Proposal" shall not include the Transactions.

"Action" means any litigation, action, suit, hearing, arbitration, mediation or other proceeding (public or private) by or before, or otherwise involving, any Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

"Antitrust Laws" means (a) the Sherman Act of 1890, (b) the Clayton Antitrust Act of 1914, (c) the HSR Act, (d) the Anti-monopoly Law of the People's Republic of China and (e) any other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or creating significant impediments to, or lessening of, competition or creation or strengthening of a dominant position through merger or acquisition.

"beneficial owner" or "beneficial ownership", or phrases of similar meaning, with respect to any Company Shares or other applicable securities, has the meaning ascribed to such term under Rule 13d-3(a) promulgated under the Exchange Act.

"Bona Fide Proposal" means a written bona fide Acquisition Proposal which the Company Board has considered consistent with Section 6.06(d) herein to determine whether such Acquisition Proposal constitutes a Superior Proposal.

"Business Day" means any day other than (a) a Saturday or a Sunday or (b) a day on which banking and savings and loan institutions in New York, New York or the Department of State of the State of Delaware are authorized or required by Law or executive order to be closed.

"Cash Percentage" means the quotient of (a) the Per Share Cash Consideration divided by (b) the Deemed Value of Merger Consideration.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.).

"CFIUS" means the Committee on Foreign Investment in the United States.

"CFIUS Approval" means a written notice from CFIUS received by either Parent or the Company communicating that, under Exon-Florio: (a) CFIUS has concluded its review of the Transactions and that (i) the Transactions do not constitute a "covered transaction," (ii) there are no unresolved national security issues with respect to the Transactions, or (iii) the United States government will not take action to prevent or suspend the Transactions; (b) CFIUS has concluded an investigation into the Transactions without sending a report to the President of the United States and that (i) there are no unresolved national security concerns with respect to the Transactions or (ii) the United States government will not take action to prevent or suspend the Transactions; or (c) the President of the United States has decided not to take any action to suspend or prohibit the Transactions; provided that written notice from CFIUS shall not be required if (i) the period under Exon-Florio during which CFIUS or the President must act shall have expired without any such action being threatened, announced or taken or (ii) the President shall have announced (or otherwise communicated, directly or indirectly, to Parent or the Company) a decision not to take any action to suspend or prohibit the Transactions.

"Code" means the Internal Revenue Code of 1986.

"Company Bylaws" means the Second Amended and Restated Bylaws of the Company.

"Company Certificate" means the Third Amended and Restated Certificate of Incorporation of the Company.

"Company Disclosure Schedule" means the disclosure schedule delivered by the Company to Parent concurrently with the execution of this Agreement.

"Company Equity Plans" means any stock option, stock incentive, stock purchase or other equity compensation plan, sub-plan or non-plan agreement sponsored or maintained by the Company or any Subsidiary or controlled Affiliate of the Company or to which any such entity is a party.

"Company Intellectual Property" means all Intellectual Property owned or purported to be owned, in whole or in part, by the Company or any of its Subsidiaries.

"Company Leased Real Property" means the real property leased by the Company or any of its Subsidiaries as tenant, together with, to the extent leased by the Company or any of its Subsidiaries, all buildings and other structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances of the Company or any applicable Subsidiary of the Company relating to the foregoing.

"Company Material Adverse Effect" means (a) a material adverse effect on the business, assets, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole, or (b) an effect that prevents or materially impairs the ability of the Company to perform its obligations under this Agreement or consummate the Transactions, other than, for the purposes of clause (a), any effect arising out of or resulting from any of the following: (i) a decline in the market price, or a change in the trading volume of, the Company Shares (provided that this clause (i) shall not preclude any effect, event, occurrence, development, state of facts or change that may have contributed to or caused such changes and is not excluded by clauses (ii) - (viii) of this definition from being taken into account in determining whether a Company Material Adverse Effect has occurred); (ii) general printed circuit board manufacturing industry, economic, market or political conditions, or the financing, banking, currency or capital markets generally, including with respect to interest rates or currency exchange rates; (iii) acts of war, sabotage or terrorism, natural disasters, acts of God or comparable events; (iv) changes in applicable Law, GAAP or other applicable accounting standards (or the interpretation or enforcement thereof) following the date of this Agreement; (v) the negotiation, execution, announcement, pendency or performance of this Agreement or the Transactions or the consummation of the Transactions (provided that this clause (v) shall not preclude any breach of the representations and warranties made in Section 4.06 below from being taken into account in determining whether a Company Material Adverse Effect has occurred); (vi) (A) any loss of or adverse impact on relationships with employees, customers, suppliers or distributors, (B) any delays in or cancellations of orders for the products or services of such Person and (C) any reduction in revenues, in each case to the extent resulting primarily from or arising primarily out of the announcement or pendency of the Merger; (vii) any failure to meet revenue or earnings projections, in and of itself, for any period ending on or after the date of this Agreement (provided that this clause (vii) shall not preclude any effect, event, occurrence, development, state of facts or change that may have contributed to or caused such failure to meet revenues or earnings projections from being taken into account in determining whether a Company Material Adverse Effect has occurred); or (viii) any specific action taken (or omitted to be taken) by the Company at or with the express written direction or written consent of Parent or that is otherwise expressly contemplated by, or permitted to be taken by the Company in accordance with the terms of, this Agreement; provided, however, in the case of clauses (ii), (iii) and (iv), except to the extent that the Company and its Subsidiaries, taken as a whole, are disproportionately affected relative to other participants in the industries in which the Company and its Subsidiaries participate.

"Company Owned Real Property" means the real property owned by the Company or any of its Subsidiaries, together with all buildings and other structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances of the Company or any applicable Subsidiary of the Company relating to the foregoing.

"Company Plans" means (a) all employee benefit plans (as defined in Section 3(3) of ERISA), (b) all bonus, incentive, equity or equity-based compensation, stock purchase, deferred compensation, retiree medical, life insurance, retirement, health and welfare benefit, workers' compensation, salary continuation, section 125 cafeteria, health reimbursement, flexible spending, dependent care, employee loan, individual tax gross up, leave of absence, vacation pay, educational assistance, employee assistance or other material employee benefit plans, policies or agreements and (c) all employment, retention, individual consulting, collective bargaining, Employee Change-of-Control Agreements, termination, severance or other similar agreements, in each case, that is sponsored, maintained, contributed to, or required to be contributed to by the Company or any ERISA Affiliate, or with respect to which the Company or any ERISA Affiliate is a party or has any obligation (contingent or otherwise), in each case for the benefit of any current or former employee, officer, director or individual consultant of the Company or any of its Subsidiaries.

"Company Registered Intellectual Property" means all issued Patents, pending Patent applications, Mark registrations, pending applications for registration of Marks, Copyright registrations, pending applications for registration of Copyrights and Internet domain name registrations owned or purported to be owned, in whole or in part, legally or beneficially, by the Company or any of its Subsidiaries, whether or not initially filed or applied for by or in the name of the Company or any such Subsidiary.

"Company Restricted Stock" means Company Shares that are unvested or are subject to repurchase option, risk of forfeiture or other condition on title or ownership under any applicable Company Equity Plan, restricted stock purchase agreement or other Contract with the Company.

"Company SEC Reports" means all forms, reports, schedules, registration statements, definitive proxy statements and other documents (including all exhibits) filed by the Company with the SEC during the period since (and including) January 1, 2012.

"Company Stock Option" means an option to purchase Company Shares issued pursuant to any Company Equity Plan or otherwise issued by the Company.

"Company Technology" means all Technology owned or purported to be owned, in whole or in part, by the Company or any of its Subsidiaries, or Technology licensed to the Company or any of its Subsidiaries that is material to the conduct of the business of the Company or any of its Subsidiaries as currently conducted.

"Contract" means any contract, agreement, purchase order, commitment, instrument or guaranty to which the Company or any of its Subsidiaries is a party, whether written or oral.

"Copyrights" means copyrights (whether registered or unregistered and including copyrights in Software), works of authorship, moral rights, mask works and mask sets.

"Deemed Value of Merger Consideration" means the sum of (a) the Per Share Cash Consideration and (b) the Deemed Value of Stock Consideration.

"Deemed Value of Stock Consideration" means the product of (a) the Per Share Stock Consideration multiplied by (b) the Parent Common Stock Price.

"Employee Change-of-Control Agreement" means any employee-related agreement containing one or more provisions that become effective or otherwise provide to the employee one or more rights or entitlements effective on or following a change-of-control of the Company, other than equity awards entered into pursuant to a Company Equity Plan that provide for acceleration of the awards on or following a change-of-control, provided the change-of-control provision contained in such equity award is consistent with such Company Equity Plan.

"Environmental Law" means any applicable Law relating to (a) pollution, contamination, remediation or protection of natural resources or the environment, (b) protection of human health and safety, or (c) use and management of Hazardous Materials, and includes CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), RCRA, the Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 7401 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), and the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.).

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Exchange Act" means the Securities Exchange Act of 1934.

"Exon-Florio" means Sec. 721 of Title VII of the Defense Production Act of 1950 (50 U.S.C. App. 2170), as amended by the Foreign Investment and National Security Act of 2007, P.L. 110-49, 121 Stat. 246, 259 and regulations thereto 31 C.F.R. Part 800, et. seq.

"Foreign Export and Import Laws" means the Laws and regulations of a foreign Governmental Authority regulating exports, imports or re-exports to or from such foreign country, including the export or re-export of any goods, services or technical data.

"Foreign Plans" means Company Plans that are primarily for the benefit of current or former employees, officers, directors or consultants of the Company or any of its Subsidiaries who are located outside of the United States.

"GAAP" means generally accepted accounting principles as applied in the United States.

"Government Bid" means any outstanding bid, proposal, offer or quotation made by the Company or any of its Subsidiaries or by a contractor team or joint venture in which the Company or any of its Subsidiaries is participating that, if accepted or amended, would lead to a Government Contract.

"Government Contract" means any Contract incorporating government acquisition terms (e.g. in the United States, the Federal Acquisition Regulation (FAR) or the Defense Federal Acquisition Regulation Supplement (DFARS)), including any Contract with any higher-tier contractor relating to products or services to be incorporated into products or services to be provided to a Governmental Authority.

"Governmental Authority" means (a) any federal, state, county, local, municipal or foreign government or administrative agency or political subdivision thereof, (b) any governmental agency, authority, board, bureau, commission, department or instrumentality, (c) any court or administrative tribunal, (d) any non-governmental agency, tribunal or entity that is vested by a governmental agency with applicable jurisdiction or (e) any arbitration tribunal or other non-governmental authority with applicable jurisdiction.

"Hazardous Materials" means any pollutant, contaminant, hazardous substance, hazardous waste, medical waste, special waste, toxic substance, petroleum or petroleum-derived substance, waste or additive, radioactive material, or other compound, element, material or substance in any form whatsoever (including products) regulated, restricted or addressed by or under any applicable Environmental Law, including petroleum and petroleum products and by-products, asbestos, polychlorinated biphenyls, radon, mold and urea formaldehyde insulation.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Intellectual Property" means all of the proprietary rights arising from or in respect of the following, whether protected, created or arising under the Laws of the United States or any foreign jurisdiction or under any international convention: (a) Patents; (b) Marks; (c) Internet domain names and Internet key words; (d) Copyrights; (e) Trade Secrets; and (f) all applications, registrations, renewals, extensions and permits related to any of the foregoing clauses (a) through (e).

"Knowledge" when used in reference to the Company means the actual knowledge, following reasonable inquiry, of those individuals listed inSection 1.01(a) of the Company Disclosure Schedule, and when used in reference to Parent or Merger Sub means the actual knowledge, following reasonable inquiry, of those individuals listed in Section 1.01(a) of the Parent Disclosure Schedule.

"Law" means any foreign, federal, state or local law (including common law), statute, code, ordinance, rule, regulation or Order of any Governmental Authority having applicable jurisdiction or other similar binding requirement of a Governmental Authority having applicable jurisdiction.

"Liens" means any mortgage, charge, adverse right or claim, lien, lease, option, pledge, security interest, deed of trust, right of first refusal, easement, encumbrance, servitude, proxy, voting trust or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"Marks" means trademarks, service marks, trade names (whether registered or unregistered), service names, industrial designs, brand names, brand marks, trade dress rights, identifying symbols, logos, emblems, signs and insignia, and including all goodwill associated with the foregoing.

"Most Recent Company Balance Sheet" means the audited balance sheet of the Company and its consolidated Subsidiaries as of December 31, 2013, as filed in the Company SEC Reports.

"Most Recent Parent Balance Sheet" means the audited balance sheet of Parent and its consolidated Subsidiaries as of December 30, 2013, as filed in the Parent SEC Reports.

"NASDAQ" means the NASDAQ Stock Market.

"Order" means any decree, decision, injunction, judgment, order, ruling or verdict entered, issued, made or rendered by any court, administrative agency or other Governmental Authority, in each case, having applicable jurisdiction.

"Parent Bylaws" means the Fourth Amended and Restated Bylaws of Parent.

"Parent Certificate" means the Certificate of Incorporation, as amended on June 3, 2011, of Parent.

"Parent Common Stock Price" means an amount equal to the average of the volume-weighted average price per share of Parent Common Stock on NASDAQ for each of the 10 consecutive trading days ending with the third trading day immediately preceding the Closing Date, as calculated by Bloomberg Financial L.P. under the function "TTMI Equity AQR" or, if not reported therein, in another authoritative source mutually selected by Parent and the Company.

"Parent Disclosure Schedule" means the disclosure schedule delivered by Parent to the Company concurrently with the execution of this Agreement.

"Parent Equity Plans" means any stock option, stock incentive, stock purchase or other equity compensation plan, sub-plan or non-plan agreement sponsored or maintained by Parent or any Subsidiary or controlled Affiliate of Parent or to which any such entity is a party.

"Parent Intellectual Property" means all Intellectual Property owned or purported to be owned, in whole or in part, by Parent or any of its Subsidiaries.

"Parent Leased Real Property" means the real property leased by Parent or any of its Subsidiaries as tenant, together with, to the extent leased by Parent or any of its Subsidiaries, all buildings and other structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances of Parent or any applicable Subsidiary of Parent relating to the foregoing.

"Parent Material Adverse Effect" means (a) a material adverse effect on the business, assets, results of operations or financial condition of Parent and its Subsidiaries, taken as a whole, or (b) an effect that prevents or materially impairs the ability of Parent to perform its obligations under this Agreement or consummate the Transactions, other than, for the purposes of clause (a), any effect arising out of or resulting from any of the following: (i) a decline in the market price, or a change in the trading volume of, Parent Common Stock (provided that this clause (i) shall not preclude any effect, event, occurrence, development, state of facts or change that may have contributed to or caused such changes and is not excluded by clauses (ii)—(viii) of this definition from being taken into account in determining whether a Company Material Adverse Effect has occurred); (ii) general printed circuit board manufacturing industry, economic, market or political conditions, or the financing, banking, currency or capital markets generally, including with respect to interest rates or currency exchange rates; (iii) acts of war, sabotage or terrorism, natural disasters, acts of God or comparable events; (iv) changes in applicable Law, GAAP or other applicable accounting standards (or the interpretation or enforcement thereof) following the date of this Agreement; (v) the negotiation, execution, announcement, pendency or performance of this Agreement or the Transactions or the consummation of the Transactions (provided that this clause (v) shall not preclude any breach of the representations and warranties made in Section 5.06 below from being taken into account in determining whether a Parent Material Adverse Effect has

occurred); (vi) (A) any loss of or adverse impact on relationships with employees, customers, suppliers or distributors, (B) any delays in or cancellations of orders for the products or services of such Person and (C) any reduction in revenues, in each case to the extent resulting primarily from or arising primarily out of the announcement or pendency of the Merger; (vii) any failure to meet revenue or earnings projections, in and of itself, for any period ending on or after the date of this Agreement (provided that this clause (vii) shall not preclude any effect, event, occurrence, development, state of facts or change that may have contributed to or caused such failure to meet revenues or earnings projections from being taken into account in determining whether a Parent Material Adverse Effect has occurred); or (viii) any specific action taken (or omitted to be taken) by Parent at or with the express written direction or written consent of the Company or that is otherwise expressly contemplated by, or permitted to be taken by Parent in accordance with the terms of, this Agreement; provided, however, in the case of clauses (ii), (iii) and (iv), except to the extent that Parent and its Subsidiaries, taken as a whole, are disproportionately affected relative to other participants in the industries in which Parent and its Subsidiaries participate.

"Parent Owned Real Property" means the real property owned by Parent or any of its Subsidiaries, together with all buildings and other structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances of Parent or any applicable Subsidiary of the Company relating to the foregoing.

"Parent Plans" means (a) all employee benefit plans (as defined in Section 3(3) of ERISA), (b) all bonus, incentive, equity or equity-based compensation, stock purchase, deferred compensation, retiree medical, life insurance, retirement, health and welfare benefit, workers' compensation, salary continuation, section 125 cafeteria, health reimbursement, flexible spending, dependent care, employee loan, individual tax gross up, leave of absence, vacation pay, educational assistance, employee assistance or other material employee benefit plans, policies or agreements and (c) all employment, retention, individual consulting, collective bargaining, termination, severance or other similar agreements, in each case, that is sponsored, maintained, contributed to, or required to be contributed to by Parent or any ERISA Affiliate, or with respect to which Parent or any ERISA Affiliate is a party or has any obligation (contingent or otherwise), in each case for the benefit of any current or former employee, officer, director or individual consultant of Parent or any of its Subsidiaries.

"Parent Registered Intellectual Property" means all issued Patents, pending Patent applications, Mark registrations, pending applications for registration of Marks, Copyright registrations, pending applications for registration of Copyrights and Internet domain name registrations owned or purported to be owned, in whole or in part, legally or beneficially, by Parent or any of its Subsidiaries, whether or not initially filed or applied for by or in the name of Parent or any such Subsidiary.

"Parent SEC Reports" means all forms, reports, schedules, registration statements, definitive proxy statements and other documents (including all exhibits) filed by Parent with the SEC during the period since (and including) January 1, 2012.

"Parent Technology" means all Technology owned or purported to be owned, in whole or in part, by Parent or any of its Subsidiaries, or Technology licensed to Parent or any of its Subsidiaries that is material to the conduct of the business of Parent or any of its Subsidiaries as currently conducted.

"Patents" means patents, patent applications and any reissues, reexaminations, divisionals, provisionals, continuations, continuations-in-part, substitutions and extensions thereof.

"Permitted Liens" means (a) Liens for Taxes and other governmental charges and assessments that are not yet delinquent and Liens for Taxes and other governmental charges and assessments being diligently contested in good faith by appropriate proceedings (provided, in each case, an appropriate reserve has been made in the Most Recent Company Balance Sheet or Most Recent Parent Balance Sheet, as applicable, in accordance with GAAP), (b) inchoate mechanics', workmen's, repairmen's, warehousemen's, carriers' and materialmen's Liens attaching by operation of Law and securing payments not yet delinquent or payments that are being

contested in good faith, (c) zoning restrictions, survey exceptions, easements, covenants, conditions, restrictions, rights of way and similar Liens that do not materially interfere with the ordinary conduct of the business of the Company or any of its Subsidiaries or Parent or any of its Subsidiaries, as applicable, or materially detract from the value or operation of the property subject thereto and (d) Liens set forth in Section 1.01(b) of each of the Company Disclosure Schedule or the Parent Disclosure Schedule, as applicable.

"Person" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, trust, association, entity or Governmental Authority.

"RCRA" means the Resource Conservation and Recovery Act (42 U.S.C. § 6091 et seq.).

"Release" means any release, spill, effluent, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, or into or out of any property owned, operated, leased or otherwise occupied by any Person.

"Remedial Action" means all actions, including, any capital expenditures, required by a Governmental Authority or required under or taken pursuant to any Environmental Law to (a) clean up, remove, treat or in any other way ameliorate or address any Release of Hazardous Materials, (b) prevent the Release or threat of Release, or minimize the further Release, of any Hazardous Material so it does not endanger or threaten to endanger human health or the environment, or (c) perform pre-remedial studies and investigations or post-remedial monitoring and maintenance pertaining or relating to a Release.

"Replacement Financing" means any Alternative Financing or other debt financing, including the offering of debt securities, undertaken by Parent or its Subsidiaries for the purpose of funding the Merger and the other Transactions, the net cash proceeds of which are or will be, together with cash and cash equivalents available to Parent, sufficient to pay the Required Amount and will be provided to (and used by) Parent to consummate the Transactions in accordance with the terms of this Agreement.

"Representatives" means, with respect to any Person, all directors, officers, employees, financial advisors, attorneys, accountants or other advisors, agents or representatives of such Person.

"Reverse Breakup Fee" means $40.0 million.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933.

"Share Issuance" means the issuance of Parent Common Stock pursuant to the Merger.

"Software" means all computer programs, including any and all software implementations of algorithms, models and methodologies whether in source code, object code or other form.

"Stock Percentage" means the quotient of (a) the Deemed Value of Stock Consideration divided by (b) the Deemed Value of Merger Consideration.

"Subsidiary" means, with respect to any Person, a corporation, limited liability company, partnership, joint venture or other organization of which (a) such Person or any other Subsidiary of such Person is a general partner (in the case of a partnership) or managing member (in the case of a limited liability company), (b) voting power to elect a majority of the board of directors or others performing similar functions with respect to such organization is held by such Person or by any one or more of such Person's Subsidiaries or (c) at least 50% of the equity interests are controlled by such Person.

"Superior Proposal" means any bona fide Acquisition Proposal made by any Person that (a) if consummated, would result in such Person owning, directly or indirectly, 50% of the equity securities of the Company, or all or substantially all of the consolidated assets of the Company and its Subsidiaries, (b) is otherwise on terms that the Company Board has determined in good faith (after consultation with its financial advisors and outside counsel and after taking into account such legal, financial, regulatory and other aspects of the proposal, including the financing terms thereof, as the Company Board deems appropriate in the exercise of its fiduciary duties) is superior from a financial point of view to the Transactions (including the terms of any proposal by Parent to modify the terms of the Transactions) and (c) the Company Board has determined in good faith (after consultation with its financial advisors and outside counsel and after taking into account all legal, financial, regulatory and other aspects of the proposal as the Company Board deems appropriate in the exercise of its fiduciary duties) is reasonably capable of being consummated.

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Technology" means, collectively, all designs (including circuit designs and layouts), device structures (including vias and interconnects), circuit block libraries, formulas, algorithms, procedures, techniques, ideas, know-how, Software, databases and data collections, Internet websites and web content, tools, inventions (whether patentable or unpatentable and whether or not reduced to practice), invention disclosures, developments, creations, improvements, works of authorship, other similar materials and all recordings, graphs, drawings, reports, analyses, other writings and any other embodiment of the above, in any form or media, whether or not specifically listed herein.

"Termination Fee" means $12.8 million.

"Trade Secrets" means confidential and proprietary information, and non-public processes, designs (including circuit designs and layouts), specifications, technology, device structures (including vias and interconnects), circuit block libraries, databases, know-how, techniques, formulas, inventions, concepts, trade secrets, discoveries, research and development, ideas and technical data and information, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Patents.

"Transactions" means the Merger and the other transactions contemplated by this Agreement, including the Share Issuance, and all other agreements contemplated hereby.

"U.S. Export and Import Laws" means the Arms Export Control Act (22 U.S.C. 2778), the International Traffic in Arms Regulations (ITAR) (22 CFR 120-130), the Export Administration Act of 1979, as amended (50 U.S.C. 2401-2420), the Export Administration Regulations (EAR) (15 CFR 730-774), the Foreign Assets Control Regulations (31 CFR Parts 500-598), the Laws and regulations administered by Customs and Border Protection (19 CFR Parts 1-199) and all other Laws of the United States and regulations regulating exports, imports or re-exports to or from the United States, including the export or re-export of goods, services or technical data from the United States.

Section 1.02. Cross Reference Table. The following terms defined elsewhere in this Agreement shall have the meaning set forth in the sections set forth below:

Defined Term	Section
Adverse Recommendation Change	Section 6.06(a)
Advisor	Section 4.25
Agreement	Preamble
Alternative Acquisition Agreement	Section 6.06(d)
Alternative Financing	Section 6.09(b)
Anti-Takeover Law	Section 4.27
Bankruptcy and Equity Exception	Section 4.05
Bridge Financing	Section 5.24
Capitalization Date	Section 4.04(a)
Certificate of Merger	Section 2.03
Closing	Section 2.02
Closing Date	Section 2.02
Commitment Letter	Section 5.25
Company	Preamble
Company Board	Recitals
Company Board Recommendation	Section 2.07
Company Computer Systems	Section 4.14(f)
Company Employees	Section 6.07(a)
Company Financial Statements	Section 4.08(b)
Company Material Contracts	Section 4.17(b)
Company Performance Share Unit	Section 3.03(c)
Company Preferred Shares	Section 4.04(a)
Company Securities	Section 6.02(b)
Company Share Certificates	Section 3.02(c)
Company Shares	Recitals
Company Stockholder Approval	Section 4.05
Company Stockholders	Section 2.07
Company Stockholders' Meeting	Section 6.04(b)
Confidentiality Agreement	Section 6.05(b)
DGCL	Recitals
Dissenting Shares	Section 3.04(a)
DOJ	Section 6.10(b)
DTC	Section 3.02(c)
Effective Time	Section 2.03
ERISA Affiliate	Section 4.12(c)
Exchange Agent	Section 3.02(a)
Exchange Fund	Section 3.02(a)
Exon-Florio Filing	Section 6.10(f)
Expense Reimbursement	Section 8.03(c)
Financing Agreements	Section 6.09(a)
Form S-4	Section 4.06(b)
FTC	Section 6.10(b)
Indemnified Party	Section 6.08(a)
Intervening Event	Section 6.06(e)
IRS	Section 4.12(b)
Letter of Transmittal	Section 3.02(c)
Maximum Amount	Section 6.08(b)

Defined Term	Section
Merger	Recitals
Merger Consideration	Recitals
Merger Shares	Section 3.01(b)
Merger Sub	Preamble
Multiemployer Plan	Section 4.12(a)
Notice Period	Section 6.06(d)
Outside Date	Section 8.01(b)
Parent	Preamble
Parent Board	Recitals
Parent Common Stock	Recitals
Parent Computer Systems	Section 5.14(f)
Parent Financial Statements	Section 5.08(b)
Parent Material Contracts	Section 5.17(b)
Parent Preferred Stock	Section 5.04(a)
Parent Securities	Section 6.03(b)
Parties	Preamble
Per Share Cash Consideration	Recitals
Per Share Stock Consideration	Recitals
Permits	Section 4.07(b)
Proxy Statement	Section 4.24
Regulatory Conditions	Section 8.01(b)
Required Amount	Section 5.25
Share Issuance	Recitals
Surviving Corporation	Recitals
Termination Date	Section 8.01
Uncertificated Company Shares	Section 3.02(c)
WARN	Section 4.13(b)

Section 1.03. General Interpretation. The Parties agree that they have been represented by counsel during the negotiation, drafting, preparation and execution of this Agreement and, therefore, waive the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(a) when a reference is made in this Agreement to an Article, Section or Schedule, such reference is to an Article or Section of, or a Schedule to, this Agreement unless otherwise indicated;

(b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation;”

(d) the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement, unless the context otherwise requires;

(e) references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under said statutes) and to any section of any statute, rule or regulation include any successor to said section;

(f) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(g) references to a Person are also to its successors and permitted assigns;

(h) the use of "or" is not intended to be exclusive unless expressly indicated otherwise;

(i) references to monetary amounts are to the lawful currency of the United States; and

(j) words importing the singular include the plural and vice versa and words importing gender include all genders.

Section 1.04. Disclosure Schedules. It is understood and agreed that (a) disclosure of any fact or item in any Section of the Company Disclosure Schedule or the Parent Disclosure Schedule shall be deemed to be disclosed with respect to any other applicable Section only to the extent it is reasonably apparent that such disclosure is applicable to such other Section, (b) nothing in the Company Disclosure Schedule or the Parent Disclosure Schedule is intended to broaden the scope of any representation or warranty made herein, (c) neither the specifications of any dollar amount in this Agreement nor the inclusion of any specific item in the Company Disclosure Schedule or the Parent Disclosure Schedule is intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and no Party shall use the fact of setting of such amounts or the fact of the inclusion of such item in the Company Disclosure Schedule or the Parent Disclosure Schedule in any dispute or controversy between the Parties as to whether any obligation, item or matter is or is not material for purposes of this Agreement, and (d) the Company Disclosure Schedule or the Parent Disclosure Schedule may include facts or items that are not required to be set forth therein for informational purposes or to avoid any misunderstanding, and each of the Company and Parent acknowledges that such additional facts or items may not include other matters of a similar nature or impose any requirement to disclose any information beyond what is specifically required by this Agreement.

ARTICLE II

THE MERGER

Section 2.01. Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL, at the Effective Time, Merger Sub shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Merger Sub shall thereupon cease, and the Company shall be the Surviving Corporation in the Merger.

Section 2.02. Closing. Subject to the provisions of ARTICLE VII and unless this Agreement shall have been terminated in accordance with Section 8.01, the closing of the Merger (the "Closing") shall (a) take place at the offices of Greenberg Traurig, LLP, 2375 E. Camelback Road, Suite 700, Phoenix, Arizona 85016 on the 10th Business Day following the day on which the last to be satisfied or waived of the conditions set forth in ARTICLE VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions) shall have been satisfied or waived in accordance with this Agreement, or (b) occur at such other time and place agreed to by the Parties (the date upon which the Closing occurs, the "Closing Date").

Section 2.03. Effective Time of the Merger. Subject to the provisions of this Agreement, at the Closing, the Company shall file a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware, in such form as required by, and executed in accordance with, the relevant provisions of the DGCL and shall make all other filings or recordings required under the DGCL in connection with the Merger. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or at such later date and time as the Company and Parent may agree upon and as is set forth in such Certificate of Merger (such time, the "Effective Time").

Section 2.04. Effects of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all of the property, rights, privileges, immunities, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 2.05. Certificate and Bylaws.

(a) At the Effective Time, the Company Certificate shall, by virtue of or in connection with the Merger, be amended and restated in its entirety to read as the certificate of incorporation of Merger Sub as in effect immediately prior to the Effective Time, except that the name of the Surviving Corporation shall be "Viasystems Group, Inc." and, as so amended, shall be the certificate of incorporation of the Surviving Corporation until thereafter further amended as provided therein or by applicable Law.

(b) At the Effective Time, and without any further action on the part of the Company and Merger Sub, the Company Bylaws shall be amended and restated in their entirety to read as the bylaws of Merger Sub as in effect immediately prior to the Effective Time, except that the name of the Surviving Corporation shall be "Viasystems Group, Inc." and, as so amended, shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by applicable Law.

Section 2.06. Directors and Officers of the Surviving Corporation. From and after the Effective Time, the directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case, until their respective successors are duly elected or appointed and qualified, or until the earlier of their death, resignation, or removal.

Section 2.07. Actions by the Company. The Company hereby represents that the Company Board, at a meeting duly called and held, unanimously adopted resolutions (a) approving and declaring the advisability of this Agreement, (b) approving the execution, delivery and performance of this Agreement and the consummation of the Transactions (such approval having been made in accordance with the DGCL, the Company Certificate and the Company Bylaws), including the Merger, (c) determining this Agreement and the Merger to be advisable, fair to and in the best interests of the Company and the stockholders of the Company (the "Company Stockholders"), (d) recommending that the Company Stockholders adopt this Agreement (the "Company Board Recommendation") and (e) resolving to make the Company Board Recommendation to the Company Stockholders and directing that the principal terms of the Merger be submitted for adoption by the Company Stockholders at the Company Stockholders' Meeting.

ARTICLE III

EFFECTS OF THE MERGER

Section 3.01. Conversion of Securities. At and as of the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or the Company Stockholders (other than any requisite approval of the principal terms of the Merger by the Company Stockholders in accordance with the DGCL):

(a) Each Company Share held in treasury and each Company Share that is owned, directly or indirectly, by a wholly owned Subsidiary of the Company, Parent or Merger Sub immediately prior to the Effective Time shall be cancelled and shall cease to exist, without any conversion thereof and no payment or distribution shall be made with respect thereto.

(b) Each Company Share issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares and Company Shares to be cancelled in accordance with Section 3.01(a)) shall (i) be converted automatically into the right to receive the Merger Consideration, payable to the holder thereof, in accordance with Section 3.02, (ii) no longer be outstanding, (iii) automatically be cancelled and (iv) cease to exist. Each holder of any such converted and cancelled Company Share shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration, without interest. The Company Shares that are to be so converted into the right to receive the Merger Consideration are referred to herein as the "Merger Shares."

(c) Each issued and outstanding share of common stock, par value $0.01 per share, of Merger Sub shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, par value $0.01 per share, of the Surviving Corporation.

Section 3.02. Payment of Merger Consideration; Surrender of Company Shares; Stock Transfer Books

(a) Prior to the Effective Time, Parent or Merger Sub shall appoint as exchange agent a bank or trust company reasonably satisfactory to the Company (the "Exchange Agent") for the purpose of paying the Merger Consideration to Company Stockholders. Prior to the Effective Time, Parent shall deposit with the Exchange Agent, for the benefit of the holders of Merger Shares, shares of Parent Common Stock (which shall be in non-certificated book entry form) and an amount of cash sufficient to pay the aggregate Merger Consideration required to be issued and paid in accordance with this Agreement. Parent shall promptly deposit with the Exchange Agent from time to time as needed any cash in lieu of fractional shares of Parent Common Stock to be paid in consideration thereof pursuant to Section 3.02(j) and any dividends or other distributions which a holder of Company Shares has the right to receive pursuant to Section 3.02(i). All shares representing Parent Common Stock and cash deposited with the Exchange Agent are hereinafter referred to as the "Exchange Fund." Parent will instruct the Exchange Agent to pay the Merger Consideration out of the Exchange Fund in accordance with the terms of this Agreement, and the Exchange Fund will not be used for any purpose other than the payment of the Merger Consideration and dividends and other distributions in accordance with this ARTICLE III. Notwithstanding the foregoing, any consideration payable in respect of Company Stock Options, Company Restricted Stock and/or Company Performance Share Units will not be deposited with the Exchange Agent but will instead be paid in accordance with Section 3.03.

(b) The cash portion of the Exchange Fund shall be invested by the Exchange Agent as directed by Parent; provided that (i) such investments will be in obligations of, or guaranteed by, the United States of America or rated A-1 or P-1 or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively, and (ii) no gain or loss thereon shall affect the amounts payable to the holders of Merger Shares following completion of the Merger pursuant to this ARTICLE III and Parent shall take all actions necessary to ensure that the Exchange Fund includes at all times cash sufficient to satisfy Parent's obligation under this ARTICLE III. Subject to Parent's obligations pursuant to this ARTICLE III, any and all interest and other income earned on the Exchange Fund shall promptly be paid to Parent or an Affiliate of Parent as directed by Parent.

(c) As promptly as practicable after the Effective Time, but in no event more than three Business Day following the Effective Time, Parent and the Surviving Corporation shall cause the Exchange Agent to mail to each holder of record of Merger Shares (other than The Depository Trust Company or its nominee ("DTC")) as of the Effective Time (and, to the extent commercially practicable, Parent will, or will cause the Exchange Agent to, make available for collection by hand, during customary business hours commencing immediately after the Effective Time, if so elected by any such holder) (i) a letter of transmittal (each such letter, a "Letter of Transmittal") (which shall be in customary form approved by the Company) and (ii) instructions thereto for use in effecting the surrender of certificates representing Merger Shares (the "Company Share Certificates") and uncertificated Merger Shares held of record in book entry form ("Uncertificated Company Shares") in exchange for the Merger Consideration, including cash in lieu of any fractional shares payable pursuant to Section 3.02(j).

(d) Upon surrender to the Exchange Agent of (i) Company Share Certificates or (ii) Uncertificated Company Shares in compliance with the procedures set forth in the Letter of Transmittal and instructions thereto, together with a Letter of Transmittal duly completed and validly executed in accordance with the instructions thereto, and such other documents as may be required pursuant to such instructions, the holder of such Company Share Certificates or Uncertificated Company Shares shall be entitled to receive as promptly as reasonably practicable in exchange therefor, (A) the number of shares of Parent Common Stock (which shall be in non-certificated book entry form unless a physical certificate is specifically requested) representing, in the aggregate, the whole number of shares of Parent Common Stock that such holder has the right to receive pursuant to this ARTICLE III and (B) the amount of cash such holder has the right to receive pursuant to thisARTICLE III. DTC, upon surrender of the Merger Shares held of record by it in accordance with the customary surrender procedures of DTC and the Exchange Agent, shall be entitled to receive as promptly as practicable in exchange for each surrendered Merger Share, (i) the number of shares of Parent Common Stock representing, in the aggregate, the whole number of shares of Parent Common Stock that DTC has the right to receive pursuant to this ARTICLE III and (ii) the amount of cash DTC has the right to receive pursuant to thisARTICLE III. Each Merger Share surrendered pursuant to this Section 3.02(d) will be cancelled. No interest shall be paid or will accrue on any cash payable to holders of Company Share Certificates or Uncertificated Company Shares, cash in lieu of fractional shares, or any unpaid dividends and distributions payable to holders of Company Share Certificates or Uncertificated Company Shares. No Person beneficially owning Company Shares through DTC will be required to deliver a Letter of Transmittal to receive the Merger Consideration. Any such Person will receive its Merger Consideration in accordance with the customary payment procedures of DTC following the Effective Time.

(e) In the event of a transfer of ownership of Merger Shares that is not registered in the transfer records of the Company, payment of the Merger Consideration in respect of the applicable Merger Shares may be made to a Person other than the Person in whose name the Company Share Certificates or the Uncertificated Company Shares so surrendered are registered if such Company Share Certificates shall be properly endorsed or otherwise be in proper form for transfer or such Uncertificated Company Shares shall be properly documented for transfer and the Person requesting such payment shall pay any transfer Tax or other Taxes required by reason of the payment of the Merger Consideration in respect thereof or establish to the reasonable satisfaction of the Surviving Corporation that such Tax has been paid or is not applicable. Until surrendered as contemplated by this Section 3.02, each Company Share Certificate or Uncertificated Company Share shall be deemed at all times after the Effective Time to represent only the right to receive upon such surrender the Merger Consideration.

(f) If any Company Share Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Company Share Certificate to be lost, stolen or destroyed and, if required by the Surviving Corporation, the posting by such Person of a bond, in such reasonable amount as the Surviving Corporation may direct, as indemnity against any claim that may be made against it with respect to such Company Share Certificate, the Exchange Agent shall pay in respect of Merger Shares to which such lost, stolen or destroyed Company Share Certificate relates the Merger Consideration to which the holder thereof is entitled.

(g) At the Effective Time, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of Merger Shares thereafter on the records of the Company. From and after the Effective Time, the holders of Company Share Certificates or Uncertificated Company Shares shall cease to have any rights with respect to such shares, except as otherwise provided in this Agreement, the certificate of incorporation of the Surviving Corporation or by applicable Law.

(h) Any portion of the Exchange Fund that remains undistributed to the holders of Merger Shares for one year after the Effective Time shall be delivered to the Surviving Corporation, upon demand, and any holders of Merger Shares who have not theretofore complied with this ARTICLE III shall thereafter look only to the Surviving Corporation for, and the Surviving Corporation shall remain liable for, payment of their

claim for the Merger Consideration (and Parent shall take all actions necessary to ensure that the Surviving Corporation has or has access to sufficient funds and shares of Parent Common Stock to make such payments). Any portion of the Exchange Fund remaining unclaimed by holders of Merger Shares as of a date which is immediately prior to such time as such amounts would otherwise escheat to or become property of any Governmental Authority shall, to the extent permitted by applicable Law, become the property of the Surviving Corporation free and clear of any claims or interest of any Person previously entitled thereto. None of Parent, the Exchange Agent or the Surviving Corporation shall be liable to any holder of Merger Shares for any such shares (or dividends or distributions with respect thereto) or cash delivered to a public official pursuant to any abandoned property, escheat or similar Law.

(i) No dividends or other distributions with respect to shares of Parent Common Stock issued in the Merger shall be paid to the holder of any unsurrendered Company Shares until such Company Shares are surrendered as provided in this Section 3.02. Following such surrender, subject to the effect of escheat, Tax or other applicable Law, there shall be paid, without interest, to the record holder of the shares of Parent Common Stock, if any, issued in exchange therefor (i) at the time of such surrender, all dividends and other distributions payable in respect of any such shares of Parent Common Stock with a record date after the Effective Time and a payment date on or prior to the date of such surrender and not previously paid, and (ii) at the appropriate payment date, the dividends or other distributions payable with respect to such shares of Parent Common Stock with a record date after the Effective Time but with a payment date subsequent to such surrender. For purposes of dividends or other distributions in respect of shares of Parent Common Stock, all shares of Parent Common Stock to be issued pursuant to the Merger shall be entitled to dividends pursuant to the immediately preceding sentence as if issued and outstanding as of the Effective Time.

(j) No certificates or scrip representing fractional shares of Parent Common Stock shall be issued upon the surrender for exchange of Company Shares. Notwithstanding any other provision of this Agreement, each holder of Merger Shares who would otherwise have been entitled to receive a fraction of a share of Parent Common Stock (after taking into account all Company Shares (or affidavits of loss in lieu thereof) surrendered by such holder) shall be entitled to receive, from the Exchange Agent in accordance with the provisions of this Section 3.02(j), in lieu of such fractional shares, cash in the amount equal to such fractional amount multiplied by the Parent Common Stock Price.

Section 3.03. Treatment of Stock Options, Restricted Stock and Company Performance Share Units. As soon as reasonably practicable following the date of this Agreement, and in any event prior to the Effective Time, the Company Board (or, if appropriate, any committee administering any Company Equity Plan) will adopt resolutions, and the Company will take all other actions as may be necessary or required in accordance with applicable Law and each Company Equity Plan (including, the award agreements in respect of awards granted thereunder) to give effect to this Section 3.03, to provide that:

(a) Each Company Stock Option that is outstanding immediately prior to the Effective Time (whether or not then vested or exercisable) shall, immediately prior to the Effective Time, automatically and without any action on the part of any holder of any Company Stock Option, vest in its entirety, be cancelled and, in exchange therefor, converted into the right of each holder of such Company Stock Option to receive from the Surviving Corporation:

(i) an amount in cash in respect thereof, if any, equal to the product obtained by multiplying (A) the Cash Percentage by (B) the excess, if any, of the Deemed Value of Merger Consideration over the per share exercise price of such Company Stock Option by (C) the number of Company Shares subject to such Company Stock Option; and

(ii) a number, rounded down to the nearest whole number, of shares of Parent Common Stock in respect thereof, if any, equal to the quotient of (A) the product obtained by multiplying (1) the Stock Percentage by (2) the excess, if any, of the Deemed Value of Merger Consideration over the per share

exercise price of such Company Stock Option by (3) the number of Company Shares subject to such Company Stock Option, divided by (B) the Parent Common Stock Price, together with cash in the amount equal to (1) the fractional amount of any shares that would, absent such rounding down, be issuable pursuant to this Section 3.03(a) (after taking into account all Company Stock Options held by such holder) multiplied by (2) the Parent Common Stock Price. Each Company Share issued upon exercise of a Company Stock Option that is properly exercised prior to the Closing shall be deemed to be an outstanding Merger Share for purposes of Section 3.01.

(b) Each share of Company Restricted Stock that is outstanding immediately prior to the Effective Time shall, immediately prior to the Effective Time, automatically and without any action on the part of the holder thereof, fully vest and the restrictions with respect thereto shall lapse, and shall be treated as an outstanding Merger Share for purposes of Section 3.01.

(c) Each Company restricted stock unit that is subject to vesting based on the achievement of performance conditions ("Company Performance Share Unit") that is outstanding immediately prior to the Effective Time shall, immediately prior to the Effective Time, vest based on the greater of: (i) 100% of the target payout and (ii) the payout that would result under the Company Performance Share Unit based on the Company's actual performance thereunder through the trading day immediately preceding the Closing Date, as provided in the award agreements for such Company Performance Share Units (provided, however, that the "Leveraged Performance Shares" listed on Section 4.04(c) of the Company Disclosure Schedule will vest based upon the greater of (i) the closing price per share of the Company Shares on NASDAQ on the trading day immediately preceding the Closing Date and (ii) the target share price as provided in the award agreements for such Leveraged Performance Shares), and each Company Share deemed to be issued in settlement thereof shall be deemed to be an outstanding Merger Share for purposes of Section 3.01.

(d) The cash consideration payable in respect of Company Stock Options, Company Restricted Stock, and Company Performance Share Units shall be paid through the payroll department of the Surviving Corporation as promptly as reasonably practicable after the Effective Time in conjunction with the Surviving Corporation's regular payroll process. The Parent Common Stock payable in respect of Company Stock Options, Company Restricted Stock, and Company Share Units shall be paid by Parent as promptly as reasonably practicable after the Effective Time.

(e) Prior to the Effective Time, the Company shall deliver to the holders of the Company Stock Options, Company Restricted Stock and Company Performance Share Units notices, in form and substance reasonably acceptable to Parent, setting forth such holders' rights pursuant to this Agreement.

(f) Prior to the Effective Time, the Company shall take all actions necessary to terminate all of its Company Equity Plans, such termination to be effective at the Effective Time.

(g) In connection with the termination of the Company Equity Plans, following the Effective Time, no holder of Company Stock Options, Company Restricted Stock and/or Company Performance Share Units, or any other participant in or beneficiary of the Company Equity Plans, will have any right to acquire or receive any equity securities of Parent, Surviving Corporation or any Subsidiary thereof or any consideration in respect thereof other than as expressly contemplated pursuant to this Section 3.03.

Section 3.04. Dissenting Shares.

(a) Notwithstanding anything in this Agreement to the contrary, Company Shares that are outstanding immediately prior to the Effective Time and that are held by any Company Stockholder who shall have neither voted in favor of the Merger nor consented thereto in writing and who shall have demanded properly in writing appraisal for such Company Shares in accordance with Section 262 of the DGCL (collectively, the "Dissenting Shares") shall not be converted into the right to receive the Merger Consideration as provided in

Section 3.01(b), but rather, the holders of Dissenting Shares shall be entitled only to payment of the appraised value of such Dissenting Shares in accordance with the provisions of Section 262 of the DGCL (and, at the Effective Time, such Dissenting Shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and such holders shall cease to have any right with respect thereto, except the right to receive the appraised value of such Dissenting Shares in accordance with the provisions of Section 262 of the DGCL); provided, however, that if any such holder shall fail to perfect or otherwise shall waive, withdraw or lose the right to appraisal under the provisions of Section 262 of the DGCL, then the right of such holder to be paid the appraised value of such holder's Dissenting Shares shall cease and such Dissenting Shares shall be deemed to have been converted as of the Effective Time into, and to have become exchangeable solely for, the right to receive the Merger Consideration, without interest, as provided in Section 3.01(b).

(b) The Company shall notify Parent as promptly as reasonably practicable of any demands received by the Company for appraisal of any Company Shares, withdrawals thereof and any other instruments delivered to the Company pursuant to Section 262 of the DGCL, and Parent shall have the right to participate in all negotiations and proceedings with respect to such demands. Prior to the Effective Time, the Company shall not, without the prior written consent of Parent, voluntarily make any payment with respect to, or settle or offer to settle, any such demands, or agree to do any of the foregoing. Any portion of the Merger Consideration made available to the Exchange Agent pursuant to Section 3.02(a) to pay for Dissenting Shares shall be returned to Parent upon demand.

Section 3.05. Withholding Rights. Notwithstanding anything in this Agreement to the contrary, the Company, the Surviving Corporation, Parent, Merger Sub and the Exchange Agent, as applicable, shall be entitled to deduct and withhold from the Merger Consideration and any other payment otherwise payable pursuant to this Agreement to any holder of Company Shares, Company Stock Options, Company Restricted Stock or Company Performance Share Units, as applicable, such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax Law. Any applicable Tax withholdings with respect to the consideration payable to a holder of Company Stock Options, Company Restricted Stock or Company Performance Share Units, as applicable, pursuant to Section 3.03 shall be withheld as follows: (a) an amount equal to the total applicable Tax withholding multiplied by the Cash Percentage shall be withheld from the cash consideration payable in respect of such holder's Company Stock Options, Company Restricted Stock, or Company Performance Share Units, as applicable, and (b) the remaining amount of applicable Tax withholding shall reduce the shares of Parent Common Stock payable in respect of such holder's Company Stock Options, Company Restricted Stock, or Company Performance Share Units, as applicable. To the extent that amounts are so withheld or paid over to or deposited with the applicable Tax authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the holder of the Company Shares, Company Stock Options, Company Restricted Stock or Company Performance Share Units, as applicable, in respect of which such deduction and withholding was made by the Company, the Surviving Corporation, Parent, Merger Sub or the Exchange Agent, as applicable.

Section 3.06. Adjustments to Prevent Dilution. Notwithstanding any provision of this ARTICLE III to the contrary, if between the date of this Agreement and the Effective Time the outstanding shares of Parent Common Stock or Company Shares shall have been changed into a different number of shares or a different class by reason of the occurrence or record date of any stock dividend, subdivision, reclassification, split, combination, exchange of shares or similar transaction, the Merger Consideration, the Per Share Cash Consideration and the Per Share Stock Consideration and any other similarly dependent item, as the case may be, shall be appropriately adjusted to reflect fully the effect of such stock dividend, subdivision, reclassification, split, combination, exchange of shares or similar transaction and to provide the holders of Company Shares the same economic effect as contemplated by this Agreement prior to such event; provided, however, that nothing in this Section 3.06 shall be construed as permitting the Company to take any action or enter into any transaction otherwise prohibited by this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (a) as set forth in the Company Disclosure Schedule or (b) as set forth in the Company SEC Reports filed from and after January 1, 2014 and prior to the date of this Agreement (excluding all disclosures in any "*Risk Factors*" section and any disclosures included in any such Company SEC Reports that are forward looking in nature), but only to the extent such disclosure is reasonably apparent from a reading of such Company SEC Reports that such disclosure relates to such Section of ARTICLE IV below, the Company hereby represents and warrants to Parent and Merger Sub as follows:

Section 4.01. Organization and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has the requisite corporate power and authority to own, operate and lease its properties and assets and carry on its business as now conducted. The Company is duly qualified or licensed to do business as a foreign corporation and is, to the extent applicable, in good standing under the Laws of any other jurisdiction in which the character of the properties owned, leased or operated by it therein or in which the conduct or nature of its business makes such qualification or licensing necessary, except where the failure to be so qualified, licensed or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 4.02. Certificate of Incorporation and Bylaws. The Company has delivered to Parent copies of the Company Certificate and Company Bylaws, and the copies of such documents are complete and correct and contain all amendments and supplements thereto as in effect on the date of this Agreement. The Company Certificate and Company Bylaws are in full force and effect and the Company is not in violation of any of their respective provisions.

Section 4.03. Company Subsidiaries.

(a) Each of the Company's Subsidiaries, together with the jurisdiction of organization or formation of each such Subsidiary, is set forth in Section 4.03(a) of the Company Disclosure Schedule. Other than the Company's Subsidiaries, the Company does not own or control, directly or indirectly, any membership interest, partnership interest, joint venture interest, other equity interest or any other capital stock of any Person. Each of the Company's Subsidiaries is a corporation, partnership, limited liability company, trust or other organization that is duly incorporated or organized, validly existing and, to the extent applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization. Each of the Company's Subsidiaries has the requisite corporate, limited partnership, limited liability company or similar power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted. Each of the Company's Subsidiaries is duly qualified or licensed to do business and is in good standing (to the extent such concept is applicable) in each jurisdiction where the character of the properties owned, leased or operated by it or the conduct or nature of its business makes such qualification or licensing necessary, except for jurisdictions in which the failure to be so qualified, licensed or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company is, directly or indirectly, the record and beneficial owner of all of the outstanding shares of capital stock or other equity interests of each of its Subsidiaries. All of such shares and other equity interests so owned by the Company are validly issued, fully paid and nonassessable and are owned by it free and clear of any Liens or limitations on voting rights, are free of preemptive rights and were issued in compliance with applicable Law. There are no subscriptions, options, warrants, calls, rights, convertible securities or other agreements or commitments of any character relating to the issuance, transfer, sales, delivery, voting or redemption (including any rights of conversion or exchange under any outstanding security or other instrument) for any of the capital stock or other equity interests of, or other ownership interests in, any Subsidiary of the Company. There are no agreements requiring the Company or any of its Subsidiaries to make contributions to the capital of, or lend or advance funds to, any Subsidiary of the Company or any other Person.

Section 4.04. Capitalization.

(a) The authorized capital stock of the Company consists of 100,000,000 Company Shares and 25,000,000 shares of preferred stock, par value $0.01 per share, of the Company ("Company Preferred Shares"). As of the close of business on September 19, 2014 (the "Capitalization Date"), (i) 20,917,369 Company Shares were issued and outstanding and (ii) no Company Shares were held in the treasury of the Company. As of the Capitalization Date, 1,771,064 Company Shares were subject to outstanding Company Stock Options, 626,302 shares of Company Restricted Stock were outstanding, 799,251 Company Shares were subject to outstanding Company Performance Share Units, and 995,767 Company Shares were available for future awards under the Company Equity Plans. As of the date of this Agreement, no Company Preferred Shares are issued and outstanding. All of the outstanding Company Shares (including shares of Company Restricted Stock) have been duly authorized and validly issued, are fully paid and nonassessable, are free of preemptive rights and were issued in compliance with applicable Law. All Company Shares subject to issuance upon exercise of Company Stock Options or vesting of Company Performance Share Units will be, upon issuance on the terms and conditions specified in the Company Equity Plans and award agreements pursuant to which they are issuable, duly authorized, validly issued, fully paid and nonassessable and free of preemptive rights.

(b) Except as set forth in Section 4.04(a) and for any changes since the close of business on the Capitalization Date resulting from the exercise of Company Stock Options outstanding on such date, or the vesting of Company Performance Share Units outstanding on such date, or actions taken after such date in compliance with this Agreement, there are no outstanding (i) shares of capital stock of, or other voting securities or ownership interests in, the Company, (ii) options, warrants or other rights, Contracts, arrangements or commitments of any character relating to the issued or unissued capital stock of the Company or obligating the Company to issue or sell any shares of capital stock of, or other equity interests in, the Company or (iii) restricted shares, restricted share units, stock appreciation rights, performance shares, contingent value rights, "phantom" stock or similar securities or rights that are derivative of or provide economic benefits based, directly or indirectly, on the value or price of any capital stock or other voting or ownership interests in the Company.

(c) Section 4.04(c) of the Company Disclosure Schedule sets forth a listing of (i) all Company Equity Plans and (ii) all Company Stock Options, shares of Company Restricted Stock and Company Performance Share Units outstanding as of the close of business on the Capitalization Date, and with respect to each such award, (A) the date of grant and name of holder of each such Company Stock Option, share of Company Restricted Stock and Company Performance Share Units, (B) the Company Equity Plan under which each such award was granted, (C) the portion of such award vested and unvested as of the close of business on the Capitalization Date, (D) if applicable, the exercise price or repurchase price therefor, (E) with respect to Company Stock Options, whether or not such Company Stock Option is intended to qualify as an "incentive stock option" within the meaning of Section 422 of the Code, and (F) with respect to Company Performance Share Units, all of the performance objectives related thereto. There have been no re-pricings of any Company Stock Options through amendments, cancellations and reissuance or other means during the current or prior two calendar years. Other than as set forth in Section 4.04(c) of the Company Disclosure Schedule, none of the Company Stock Options was granted with an exercise price below the closing price of Company Common Shares on NASDAQ on the date of the grant. All grants of Company Stock Options, Company Restricted Shares and Company Performance Share Units were validly made and properly approved by the Company Board (or a duly authorized committee or subcommittee thereof) in compliance with all applicable Laws and recorded on the consolidated financial statements of the Company in accordance with GAAP, and no such grants of Company Stock Options involved any "back dating," "forward dating" or similar practices.

(d) There are no outstanding contractual obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Company Shares or any other equity securities of the Company, or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any Person that would be material to the Company and its Subsidiaries, taken as a whole.

(e) There are no voting trusts or other Contracts to which the Company or any of its Subsidiaries is a party with respect to the voting of any capital stock of, or other equity interest in, the Company or any of its Subsidiaries.

(f) There are no outstanding bonds, debentures, notes or other indebtedness of the Company or any of its Subsidiaries that have the right to vote (or are convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of equity securities in the Company or any of its Subsidiaries may vote.

Section 4.05. Authority; Validity and Effect of Agreements. The Company has all requisite corporate power and authority to execute and deliver this Agreement and all other agreements and documents contemplated hereby to which it is a party, and subject to the Company Stockholder Approval, to perform its obligations hereunder and thereunder and to consummate the Transactions. Except for the approvals described in the following sentence, the execution, delivery and performance by the Company of this Agreement and the consummation of the Transactions have been duly and validly authorized by all requisite corporate action on behalf of the Company, including by the Company Board. No other corporate proceedings on the part of the Company or any of its Subsidiaries are necessary to authorize this Agreement or to consummate the Transactions, except, in the case of the Merger, for the affirmative vote of holders of a majority of the issued and outstanding Company Shares for adoption of this Agreement (the "Company Stockholder Approval") and the filing of the Certificate of Merger pursuant to the DGCL. This Agreement has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by each of Parent and Merger Sub, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights or by rules of law and equity governing specific performance, injunctive relief and other equitable remedies (the "Bankruptcy and Equity Exception").

Section 4.06. No Conflict; Required Filings and Consents.

(a) The execution and delivery by the Company of this Agreement and all other agreements and documents contemplated hereby to which it is a party and the consummation by the Company of the Transactions do not and will not, directly or indirectly (with or without notice or lapse of time or both), and the compliance by the Company with its obligations hereunder and thereunder will not, directly or indirectly (with or without notice or lapse of time or both), (i) result in a violation or breach of or conflict with the Company Certificate or Company Bylaws, (ii) subject to obtaining or making the consents, approvals, Orders, authorizations, registrations, declarations, filings and other actions described in Section 4.06(b), conflict with or violate any Law or rule of NASDAQ applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound, (iii) result in any violation or breach of or conflict with any provisions of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to any right of purchase, termination, amendment, acceleration or cancellation) under, or result in the loss of any benefit under, or result in the triggering of any payments pursuant to, any of the terms, conditions or provisions of any Company Material Contract or (iv) result in the creation of a Lien, except for Permitted Liens, on any property or asset of the Company or any of its Subsidiaries, except, with respect to clauses (ii), (iii) and (iv), for such violations, breaches, conflicts, defaults, rights of purchase, terminations, amendments, accelerations, cancellations, losses of benefits, payments or Liens that have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) No consent, approval, Order or authorization of, or registration, qualification, designation or filing with or notification to, any Governmental Authority is required on the part of the Company or any of its Subsidiaries in connection with the execution, delivery and performance of this Agreement or the consummation by the Company of the Transactions, other than (i) (A) the applicable requirements of the Exchange Act and other applicable federal securities Laws, (B) the applicable requirements of state securities,

takeover and "blue sky" Laws, (C) the applicable requirements of NASDAQ, (D) the HSR Act and the applicable requirements of the other Antitrust Laws set forth in Section 4.06(b) of the Company Disclosure Schedule, (E) the filing with the Secretary of State of the State of Delaware of the Certificate of Merger pursuant to the DGCL, (F) Exon-Florio, (G) the applicable requirements of U.S. Export and Import Laws and (H) the filing with the SEC, and the declaration of effectiveness under the Securities Act, of the registration statement on Form S-4 in connection with the Share Issuance, in which the Proxy Statement will be included as a prospectus (the "Form S-4"), and (ii) such other consents, approvals, Orders, authorizations, registrations, qualifications, designations, filings or notifications that, if not obtained, made or given, would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 4.07. Compliance with Laws; Permits.

(a) The Company and its Subsidiaries are, and since January 1, 2012 have been, in compliance with all Laws applicable to them, any of their properties or other assets or any of their businesses or operations, except where any such failure to be in compliance has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. To the Knowledge of the Company, since January 1, 2012, no Governmental Authority has issued any notice or notification stating that the Company or any of its Subsidiaries is not in compliance with any Law, except where such non-compliance has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company and each of its Subsidiaries hold all licenses, franchises, permits, certificates, consents, orders, approvals and authorizations from Governmental Authorities or required by Governmental Authorities to be obtained (collectively, "Permits"), in each case that are necessary for the Company and its Subsidiaries to own, lease or operate their properties and assets and to carry on their businesses as currently conducted and each of the Permits is in full force and effect, except for such Permits that the failure to hold or be in full force and effect has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Since January 1, 2012, neither the Company nor any of its Subsidiaries has received written notice to the effect that a Governmental Authority was considering the amendment, termination, revocation or cancellation of any Permit, which such amendment, termination, revocation or cancellation would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each of the Company and its Subsidiaries is, and since January 1, 2012 has been, in compliance with the terms of its Permits, except where noncompliance with such Permit has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries has received any written communication since January 1, 2012 from any Governmental Authority that alleges that the Company or any of its Subsidiaries is not in compliance in all material respects with, or is subject to any material liability under, any Permit that is material to the Company and its Subsidiaries taken as a whole, or relating to the revocation or modification of any Permit that is material to the Company and its Subsidiaries taken as a whole. The consummation of the Transactions, in and of itself, will not cause the revocation or cancellation of any Permit that is material to the Company and its Subsidiaries, taken as a whole.

(c) With respect to each Government Contract and Government Bid, (i) each of the Company and its Subsidiaries is in compliance in all material respects with all requirements of Law pertaining to such Government Contract or Government Bid, (ii) each representation and certification executed by the Company or its Subsidiaries pertaining to such Government Contract or Government Bid was true and correct in all material respects as of its applicable date, (iii) neither the Company nor any of its Subsidiaries has submitted, directly or indirectly, to any Governmental Authority any cost or pricing data which is inaccurate or untruthful in any material respect in connection with such Government Contract or Government Bid and (iv) there is no suspension, stop work order, cure notice or show cause notice in effect for such Government Contract nor, to the Knowledge of the Company, is any Governmental Authority threatening to issue one.

(d) To the Knowledge of the Company, there is no: (i) pending administrative, civil or criminal investigation, indictment, writ of information or audit of the Company, any of its Subsidiaries or any director, officer or employee of the Company or any of its Subsidiaries by any Governmental Authority with respect to any alleged or potential violation of Law regarding any Government Contract or Government Bid; (ii) pending suspension or debarment proceeding, nor any matters pending reasonably likely to lead to a suspension or debarment proceeding, against the Company, any of its Subsidiaries or any director, officer or employee of the Company or any of its Subsidiaries; or (iii) contracting officer's decision or legal proceeding by which a Governmental Authority claims that the Company or any of its Subsidiaries is liable to a Governmental Authority, in each case, with respect to any Government Contract. Since January 1, 2012, neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any of the Company's or its Subsidiaries' directors, officers or employees has conducted or initiated any internal investigation, or made a voluntary disclosure to any Governmental Authority, with respect to any alleged misstatement or omission arising under or relating to any Government Contract or Government Bid.

(e) The Company and its Subsidiaries and their respective employees possess all government security clearances necessary to perform the Government Contracts, and all such security clearances are valid and in force and effect. To the Knowledge of the Company, none of the Representatives of the Company or any of its Subsidiaries has for or on behalf of the Company: (i) made any payments or used any funds to influence transactions involving the United States government in violation of Law; (ii) failed to file any required lobbying reports pursuant to the Lobbying Disclosure Act of 1995; (iii) used any corporate or other funds or given anything of value for unlawful gratuities, contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity to government officials or others or established or maintained any unlawful or unrecorded funds in violation of any applicable Law; or (iv) accepted or received any unlawful contributions, payments, expenditures or gifts.

Section 4.08. SEC Filings; Financial Statements; Internal Controls.

(a) The Company SEC Reports constitute all forms, reports, schedules, registration statements, definitive proxy statements and other documents (including all exhibits) required to be filed by the Company with the SEC during the period since January 1, 2012. The Company SEC Reports filed on or prior to the date of this Agreement (i) complied in all material respects with the requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, as the case may be, applicable to such Company SEC Reports and (ii) as of their respective filing dates did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. There are no outstanding or unresolved comments received from the SEC staff with respect to the Company SEC Reports filed on or prior to the date of this Agreement. To the Knowledge of the Company, none of the Company SEC Reports filed on or prior to the date of this Agreement is the subject of ongoing SEC review or investigation. None of the Company's Subsidiaries is required to file any forms, reports or other documents with the SEC pursuant to Section 13 or 15 of the Exchange Act.

(b) Each of the consolidated balance sheets and the related consolidated statements of operations and comprehensive (loss) income, consolidated statements of stockholders' equity and consolidated statements of cash flows (including, in each case, any related notes and schedules thereto) contained in the Company SEC Reports, each as amended (collectively, the "Company Financial Statements"), (i) complied in all material respects with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (ii) fairly presented, in all material respects, the consolidated financial position, results of operations and cash flows of the Company and its consolidated Subsidiaries as of the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein (subject, in the case of unaudited statements, to normal and recurring year-end adjustments).

(c) Each of the principal executive officer of the Company and the principal financial officer of the Company (or each former principal executive officer of the Company and each former principal financial officer of the Company, as applicable) has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act, in each case, with respect to the Company SEC Reports, and the statements contained in such certifications were true and complete on the date such certifications were made. For purposes of this Agreement, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in the Sarbanes-Oxley Act.

(d) Since January 1, 2012 through the date of this Agreement, (i) neither the Company nor any of its Subsidiaries, nor, to the Knowledge of the Company, any director or executive officer of the Company or any of its Subsidiaries, has received any complaint, allegation, assertion or claim in writing that the Company or any of its Subsidiaries has engaged in improper, illegal or fraudulent accounting or auditing practices, other than any such complaint, allegation, assertion or claim that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, and (ii) to the Knowledge of the Company, no attorney representing the Company or any of its Subsidiaries, whether or not employed by the Company or any of its Subsidiaries, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Company Board or any committee thereof or to any director or officer of the Company.

(e) The Company has established and maintains a system of "internal control over financial reporting" (as defined in Rules 13a-15(f) and 15d-15(f) promulgated by the SEC under the Exchange Act) in compliance with the Exchange Act.

(f) The Company maintains disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) in compliance with the Exchange Act.

(g) The Company is in compliance in all material respects with all current listing and corporate governance requirements of NASDAQ and is in compliance in all material respects with all rules, regulations and requirements of the Sarbanes-Oxley Act and the SEC.

Section 4.09. Absence of Undisclosed Liabilities.

(a) The Company and its Subsidiaries do not have any liability or obligation of any nature whatsoever (whether absolute, accrued or contingent or otherwise or whether due or to become due), except for (i) liabilities and obligations fully reflected on or reserved against in the Most Recent Company Balance Sheet, (ii) liabilities and obligations incurred in the ordinary course of business consistent with past practice since the date of the Most Recent Company Balance Sheet and (iii) liabilities and obligations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract (including any Contract or arrangement relating to any transaction or relationship between or among the Company and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand, or any "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K promulgated under the Securities Act)), where the result, purpose or effect of such Contract is to avoid disclosure of any material transaction involving, or material liabilities of, the Company or any of its Subsidiaries in the Company Financial Statements or any Company SEC Reports.

Section 4.10. Absence of Certain Changes or Events. Since the date of the Most Recent Company Balance Sheet through the date of this Agreement, (a) the Company and its Subsidiaries have conducted their

business in the ordinary course of business consistent with past practice, (b) there has not been an event, occurrence, condition, change, development, state of facts or circumstance that has had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect and (c) neither the Company nor any of its Subsidiaries has taken any action that, if taken after the date of this Agreement without the prior written consent of Parent, would constitute a breach of Section 6.02.

Section 4.11. Absence of Litigation. Except as set forth in Section 4.11 of the Company Disclosure Schedule, there is (a) no material Action pending or threatened in writing against the Company or any of its Subsidiaries or any of its or their respective properties or assets, (b) no settlement or similar agreements that impose any material ongoing obligation or restriction on the Company or any of its Subsidiaries or (c) no material Action pending or threatened in writing by the Company against any third party. Neither the Company nor any of its Subsidiaries is subject to any Orders of any Governmental Authorities that would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. There are no internal investigations or internal inquiries that, since January 1, 2012, have been or are being conducted by or at the direction of the Company Board (or any committee thereof) concerning any material financial, accounting or other misfeasance or malfeasance issues or that would reasonably be expected to lead to a voluntary disclosure or enforcement Action.

Section 4.12. Employee Plans.

(a) Section 4.12(a) of the Company Disclosure Schedule lists, as of the date of this Agreement, each material Company Plan. None of the Company Plans is (i) a defined benefit plan (as defined in Section 3(35) of ERISA), whether or not subject to ERISA, (ii) a "multiemployer plan," as defined in Section 3(37) of ERISA (a "Multiemployer Plan") or (iii) a multiple employer plan subject to Sections 4063 or 4064 of ERISA.

(b) Each Company Plan has been operated and administered in all material respects in accordance with its terms and the requirements of all applicable Laws, including ERISA and the Code. Each Company Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service ("IRS") or is entitled to rely on a favorable opinion issued by the IRS, and, to the Knowledge of the Company, no fact or event has occurred since the date of such determination letter which could reasonably be expected to result in the revocation of such letter. There are no investigations by any Governmental Authority, termination proceedings or other claims or litigation, pending or to the Knowledge of the Company, threatened, against or relating to any Company Plan or asserting any rights to or claims for benefits under any Company Plan, the assets or any of the trusts under such Company Plan or the plan administrator, or against any fiduciary of any Company Plan with respect to the operation of the Company Plan (except routine claims for benefits payable under the Company Plans) other than any such investigations, proceedings or claims that would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. All contributions, premiums and benefit payments under or in connection with the Company Plans that are required to have been made as the date of this Agreement in accordance with the terms of the Company Plans or applicable Law have been timely made in all material respects. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, there has been no act, omission or condition with respect to any Company Plan that would be reasonably likely to subject the Company or its Subsidiaries to any fine, penalty, Tax or liability of any kind imposed under ERISA, the Code or applicable Law (except for routine claims for benefits).

(c) Neither the Company, its Subsidiaries nor any of their Affiliates and any trade or business (whether or not incorporated) that is or has ever been under common control, or that is or has ever been treated as a single employer, with the Company or its Subsidiaries under Section 414(b), (c), (m) or (o) of the Code ("ERISA Affiliate"), have terminated any defined benefit plan, or incurred any outstanding liability under Section 4062 of ERISA to the Pension Benefits Guaranty Corporation or to a trustee appointed under

Section 4042 of ERISA. No event has occurred and no condition exists that would subject the Company or its Subsidiaries, by reason of its affiliation with any ERISA Affiliate, to any material liability imposed under Title IV of ERISA or Code Section 412.

(d) Subject to the requirements of applicable Law, no provision of any Foreign Plan or of any agreement, and no act or omission of the Company or any of its Subsidiaries, impairs, modifies, or otherwise affects in any material respect the right of the Company or any of its Subsidiaries to unilaterally amend or terminate any Foreign Plan, and no written commitments to materially amend any Foreign Plan have been made.

(e) Neither the Company nor any of its Subsidiaries has any material obligation or liability (contingent or otherwise) to provide post-retirement life insurance or health benefits coverage for current or former officers, directors, or employees of the Company or any of its Subsidiaries except as may be required under Part 6 of Title I of ERISA or state insurance laws.

(f) No Company Plan or other arrangement maintained by the Company or any Subsidiary, either individually or collectively, exists that, as a result of the execution of this Agreement and the consummation of the Transactions, whether alone or in connection with any subsequent event(s), could (i) result in the acceleration or increase in any payment or benefit, the vesting or funding (through a grantor trust or otherwise) of compensation or benefits under or any payment, contribution or funding obligation pursuant to any of the Company Plans or other arrangement, (ii) limit the right to merge, amend or terminate any Company Plan or (iii) result in any payment that would not be deductible by reason of Section 280G of the Code.

(g) Each Plan that is a "nonqualified deferred compensation plan" (as defined in Section 409A of the Code) is in material compliance with Section 409A of the Code and the rules and regulations thereunder.

(h) Each Foreign Plan (i) has been maintained, operated and funded in all material respects in accordance with all applicable Law, (ii) if it is intended to qualify for special tax treatment, has met all material requirements for such treatment and (iii) if it is intended to be funded and/or book reserved, is fully funded and/or book reserved, based on reasonable actuarial assumptions, where applicable.

Section 4.13. Labor Matters.

(a) Neither the Company nor its Subsidiaries are party to any labor or collective bargaining agreement and no such agreement is being negotiated as of the date of this Agreement. No labor organization has been elected as the collective bargaining agent of any employee or group of employees of the Company or its Subsidiaries, nor since January 1, 2012 has there been union representation involving any of the employees of the Company or its Subsidiaries. There are no (i) picketing, strikes, work stoppages, work slowdowns, lockouts or other job actions pending or, to the Knowledge of the Company, threatened against or involving the Company and its Subsidiaries, (ii) material unfair labor practice charges or other labor disputes pending or, to the Knowledge of the Company, threatened by or on behalf of any employee or group of employees of the Company or its Subsidiaries, (iii) election, petition or proceeding by a labor union or representative thereof to organize any employees of the Company or its Subsidiaries or (iv) material grievance or arbitration demands against the Company or any of its Subsidiaries whether or not filed pursuant to a collective bargaining agreement.

(b) The Company and its Subsidiaries are in compliance with all Laws respecting the employment of labor, including wages and hours, fair employment practices, discrimination, terms and conditions of employment, workers' compensation, collection and payment of withholding and/or social security taxes and any similar Tax, occupational safety, the Worker Adjustment and Retraining Notification Act and any similar state or local "mass layoff" or "plant closing" Law ("WARN") and the Immigration Reform and Control Act, except where the failure to be in compliance with the foregoing has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Since January 1, 2012, there has been no "mass layoff" or "plant closing" (as defined by WARN) with respect to the Company or any of its Subsidiaries.

(c) No material complaints, charges, claims, litigations or actions against the Company or its Subsidiaries have been brought by or filed with (or, to the Knowledge of the Company, threatened to be brought by or filed with) any Governmental Authority since January 1, 2012 based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment or failure to employ by the Company or its Subsidiaries of any person.

Section 4.14. Intellectual Property.

(a) Section 4.14(a) of the Company Disclosure Schedule sets forth a list of all material Registered Intellectual Property and all material unregistered Marks used by the Company or any of its Subsidiaries.

(b) The Company or one of its Subsidiaries is the sole owner of all material Company Registered Intellectual Property, free and clear of all Liens other than Permitted Liens. The Company or one of its Subsidiaries is the sole and exclusive owner of, or to the Knowledge of the Company, has valid and continuing rights to use, sell, license and otherwise exploit, all of the other material Company Intellectual Property and Company Technology as the same is used, sold, licensed and otherwise exploited by the Company or any of its Subsidiaries in their respective businesses as currently conducted, free and clear of all Liens other than Permitted Liens. To the Knowledge of the Company, the Company Intellectual Property and Company Technology owned or licensed to the Company or any of its Subsidiaries includes all of the material Intellectual Property and Technology necessary and sufficient to enable the Company and its Subsidiaries to conduct their respective businesses as they are currently conducted. To the Knowledge of the Company, the Company Registered Intellectual Property (other than any applications included in the Company Registered Intellectual Property) is subsisting and enforceable, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) To the Knowledge of the Company, none of the following infringe, constitute or result from an unauthorized use or misappropriation of or violate any Intellectual Property or Technology of any other Person, except as have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect: (i) any Company Intellectual Property; (ii) any Company Technology; (iii) the development, manufacturing, licensing, marketing, importation, exportation, offer for sale, sale, use, practice or other exploitation of the current products or services by the Company or any of its Subsidiaries; or (iv) the present business practices, methods or operations of the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries is a party to or the subject of any pending or, to the Knowledge of the Company, threatened, material Action which involves a claim (i) against the Company or any of its Subsidiaries of infringement, unauthorized use, misappropriation or violation of any Intellectual Property or Technology of any Person, or challenging the ownership, use, validity or enforceability of any Company Intellectual Property or Company Technology or (ii) contesting the right of the Company or any of its Subsidiaries to use, sell, exercise, license, transfer or dispose of any Company Intellectual Property or Company Technology, or any products, processes or materials covered thereby in any manner. Since January 1, 2012, neither the Company nor any of its Subsidiaries has received written notice of any such threatened claim or any written invitation to take a license to any Intellectual Property or Technology of any Person.

(d) To the Knowledge of the Company, no Person (including employees and former employees of the Company or any of its Subsidiaries) is infringing, misappropriating or violating, or has infringed, misappropriated or violated, any material Company Intellectual Property or material Company Technology. Since January 1, 2012, no written claims have been made against any Person (including employees and former employees of the Company or any of its Subsidiaries) by the Company or any of its Subsidiaries alleging that any Person is infringing, misappropriating or violating, or has infringed, misappropriated or violated, any Company Intellectual Property or Company Technology.

(e) Each of Parent and its Subsidiaries has taken reasonable measures to protect and preserve the confidentiality of all Trade Secrets material to the businesses of the Company or any of its Subsidiaries as presently conducted, taken as a whole.

(f) No material government funding and no facilities of a university, college, other educational institution or research center were used in the development of any Company Intellectual Property or Company Technology material to the conduct of the business of the Company or any of its Subsidiaries as currently conducted where, as a result of such funding or the use of such facilities, any government or any university, college, other educational institution or research center has any rights in such Intellectual Property or Technology.

(g) The Company and its Subsidiaries own, lease or license all hardware, computer equipment and other information technology systems (collectively, "Company Computer Systems") that are necessary for the operation of the Company's and its Subsidiaries' businesses as currently conducted. The Company Computer Systems are in all material respects adequate for the operation of the Company's and its Subsidiaries' businesses as currently conducted. During the 18 months prior to the date hereof, (i) no error or fault has occurred in or to any of the Company Computer Systems that has resulted in a material interruption to the operations of the Company or any of its Subsidiaries and (ii) to the Knowledge of the Company, there has been no unauthorized access to or use of any of the Company Computer Systems.

Section 4.15. Taxes.

(a) All material Tax Returns required to be filed by or with respect to the Company or any of its Subsidiaries have been timely filed (taking into account any extensions actually obtained) and such Tax Returns are true, complete, and correct in all material respects.

(b) (i) All income Taxes and all other material Taxes due and owing by the Company or any of its Subsidiaries have been timely paid, (ii) the unpaid Taxes of the Company and its Subsidiaries did not, as of the date of the Most Recent Company Balance Sheet, exceed the reserve for Tax liability set forth in the Most Recent Company Balance Sheet, and (iii) since the date of the Most Recent Company Balance Sheet, neither the Company nor any of its Subsidiaries has incurred any material liability for Taxes as a result of transactions entered into outside the ordinary course of business consistent with past practice.

(c) (i) No material deficiencies for Taxes against any of the Company and its Subsidiaries have been claimed, proposed or assessed in writing by any Governmental Authority, except for deficiencies that have been paid or otherwise resolved or that are being contested in good faith and for which adequate reserves have been established in accordance with GAAP, (ii) there are no audits, assessments or other actions that are pending or that have been threatened in writing for or relating to any liability in respect of Taxes of the Company or any of its Subsidiaries and (iii) the U.S. federal income Tax Returns of the Company and its Subsidiaries through the taxable year ended December 31, 2010 have been examined and closed or are Tax Returns with respect to which the period for assessment has expired.

(d) Neither the Company nor any of its Subsidiaries has agreed to or granted any extension or waiver of the limitation period applicable to any material Taxes or material Tax Returns.

(e) There are no Liens for Taxes other than Permitted Liens upon any of the material assets of the Company or any of its Subsidiaries.

(f) Neither the Company nor any of its Subsidiaries is a party to or is bound by any Tax sharing, Tax allocation, or Tax indemnification agreement (other than such an agreement exclusively between or among any of the Company and its Subsidiaries).

(g) Neither the Company nor any of its Subsidiaries (i) has been a member of a group filing a consolidated, combined or unitary Tax Return (other than a group the common parent of which was the Company) or (ii) has any liability for the Taxes of any Person (other than the Company or any of its Subsidiaries) under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign Law or by reason of being a transferee or successor of such Person.

(h) The Company and each of its Subsidiaries has in all material respects properly and timely withheld, collected and deposited all Taxes that are required to be withheld, collected and deposited under applicable Law.

(i) Neither the Company nor any of its Subsidiaries (i) has any unrecaptured overall foreign loss within the meaning of Section 904(f) of the Code or (ii) has participated in or cooperated with an international boycott within the meaning of Section 999 of the Code.

(j) From and after the Effective Time, neither the Company nor any of its Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Effective Time as a result of any (i) adjustment pursuant to Section 481(a) of the Code or any similar provision of state, local or foreign Law by reason of a change in accounting method occurring on or prior to the Effective Time, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Tax Law) entered into prior to the Effective Time or (iii) installment sale or open transaction occurring on or prior to the Effective Time.

(k) Neither the Company nor any of its Subsidiaries has participated in any "listed transaction" within the meaning of Treasury Regulations Sections 1.6011-4(b)(2) or 301.6111-2(b)(2).

(l) Neither the Company nor any of its Subsidiaries is a party to or bound by any advance pricing agreement, closing agreement or other material agreement or ruling relating to Taxes with any Tax authority.

(m) Neither the Company nor any of its Subsidiaries has distributed the stock of any corporation, or had its stock distributed, in a transaction intended to satisfy the requirements of Section 355 of the Code.

(n) The Company and its Subsidiaries are in compliance in all material respects with all terms and conditions of any Tax exemption, Tax holiday, or other Tax reduction agreement or Order that applies to any of them, and no such Tax exemption, Tax holiday, or other Tax reduction agreement or Order that applies to any of the Company and its Subsidiaries will be adversely affected by the Transactions.

Section 4.16. Environmental Matters.

(a) Except for those matters that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the operations of the Company and its Subsidiaries have been conducted in compliance with all Environmental Laws.

(b) Except for those matters that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries have obtained, and are and have been in compliance with, all Permits required under applicable Environmental Laws for the continued operation of their businesses as presently conducted.

(c) Neither the Company nor any of its Subsidiaries is subject to any outstanding Orders from any Governmental Authority or Contracts with any other Person (other than Contracts relating to the

management of Hazardous Materials generated in the ordinary course of business) relating to (i) Environmental Laws, (ii) any Remedial Action, (iii) any Release or threatened Release of a Hazardous Material or (iv) an assumption of responsibility for environmental claims of another Person.

(d) Since January 1, 2012, neither the Company nor any of its Subsidiaries has received any written communication alleging that any such party is in violation of any Environmental Law, which violation would reasonably be expected to result in the Company or any of its Subsidiaries, taken as a whole, incurring material liabilities.

(e) The operations of the Company and its Subsidiaries involving the generation, transportation, treatment, storage or disposal of hazardous waste, as defined and regulated under RCRA or any foreign or state equivalent Law, are and have been in compliance with applicable Environmental Laws in all material respects, and there has been no disposal by the Company or any of its Subsidiaries on or in any site listed or formally proposed to be listed on the National Priorities List promulgated pursuant to CERCLA or any foreign or state remedial priority list promulgated or maintained pursuant to comparable foreign or state Law.

(f) To the Company's Knowledge, there is not now, nor has there been in the past, on or in any leased or owned property of the Company or of any of its Subsidiaries any of the following: (i) any underground storage tanks or surface impoundments or (ii) a Release of Hazardous Materials, in either case (i) or (ii) which would reasonably be expected to result in the Company or its Subsidiaries, taken as a whole, incurring material liabilities.

(g) No judicial or administrative Actions are pending or, to the Company's Knowledge, threatened against the Company or any of its Subsidiaries alleging the violation of or seeking to impose material liability pursuant to any Environmental Law and, to the Company's Knowledge, there are no material investigations threatened against the Company or any of its Subsidiaries under Environmental Laws.

(h) The Company and its Subsidiaries have made available to Parent all material environmentally related assessments, audits, investigations, sampling or similar reports prepared since January 1, 2010 or otherwise readily available that are currently retained by and were prepared by or for the Company or any of its Subsidiaries that relate to the Company or any of its Subsidiaries or any real property currently or formerly owned, operated or leased by or for the Company or any of its Subsidiaries.

Section 4.17. Material Contracts.

(a) Neither the Company nor any of its Subsidiaries is a party to any Contract required to be filed by the Company as a "material contract" pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act that has not been so filed.

(b) As of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to or bound by the following Contracts (with such Contracts to which the Company or any of its Subsidiaries is a party or is otherwise bound being referred to herein as the "Company Material Contracts"):

(i) any Contract that purports to limit, curtail or restrict the right of the Company or any of its Subsidiaries in any material respect (A) to engage or compete in any line of business in any geographic area, with any Person or during any period of time or (B) to solicit or hire any Person;

(ii) any Contract that is a master service agreement with any of the customers listed on Section 4.21 of the Company Disclosure Schedule;

(iii) any Contract requiring the Company or any of its Subsidiaries to provide any notice or information to any Person prior to considering or accepting any Acquisition Proposal or similar proposal or prior to entering into any discussions or Contract relating to any Acquisition Proposal or similar transaction;

(iv) any Contract (other than a Contract or purchase order with a customer of the Company or its Subsidiaries) that involves total consideration by or to the Company or any of its Subsidiaries of more than $5,000,000 in any 12 month period;

(v) any indemnification Contract entered into with an officer or director of the Company providing for indemnification by the Company or any of its Subsidiaries (with respect to which the Company or any of its Subsidiaries has continuing obligations as of the date of this Agreement);

(vi) any Contract establishing a partnership, joint venture or similar third party business enterprise; and

(vii) (A) any Employee Change-of-Control Agreement, (B) any employment Contract that involves base consideration in excess of $200,000 per annum or (C) any consulting Contract that involves base consideration in excess of $200,000 per annum (in each case with respect to which any party thereto has continuing material obligations as of the date hereof) with any current or former (1) member of the Company Board or (2) employee.

(c) (i) Each Company Material Contract is valid and binding on the Company or one of its Subsidiaries and is in full force and effect (other than due to the ordinary expiration of the term thereof), and, to the Knowledge of the Company, is valid and binding on the other parties thereto (in each case subject to the Bankruptcy and Equity Exception); (ii) neither the Company nor any of its Subsidiaries is in material default under any Company Material Contract and no event or condition exists which constitutes or, after notice or lapse of time or both, would constitute a material breach or default on the part of the Company or any of its Subsidiaries under any such Company Material Contract; and (iii) to the Knowledge of the Company, no other party to any Company Material Contract is in material breach or default thereunder, nor does any condition exist that with notice or lapse of time or both would constitute a material breach or default by any such other party thereunder. Since January 1, 2012, neither the Company nor any of its Subsidiaries has received any written notice of termination or cancellation under any Company Material Contract or received any written notice of material breach or default under any Company Material Contract that has not been cured. Neither the Company nor any of its Subsidiaries is party to any Contract pursuant to which the terms and conditions thereof or any information or data contained therein are deemed classified pursuant to the rules and regulations of any Governmental Authority. The Company has furnished or made available to Parent true and correct copies of all Company Material Contracts in effect as of the date hereof.

Section 4.18. Title to Property and Assets. Except with respect to matters related to Intellectual Property (which are addressed in Section 4.14) and real property (which are addressed in Section 4.19), and except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and each of its Subsidiaries has good, valid and marketable title to, or a valid leasehold interest in, all of the properties and assets owned or leased by them, in each case, free and clear of all Liens other than Permitted Liens.

Section 4.19. Real Property.

(a) Section 4.19(a) of the Company Disclosure Schedule contains a complete and correct list of the Company Owned Real Property (including the street address of each parcel of Company Owned Real Property). The Company or one or more of its Subsidiaries has good and marketable fee simple title to the Company Owned Real Property free and clear of any and all Liens, other than Permitted Liens. The Company is

not obligated under or a party to any option, right of first refusal or other contractual right to purchase, acquire, sell, assign or dispose of any Company Owned Real Property or any portion thereof or interest therein.

(b) Section 4.19(b) of the Company Disclosure Schedule contains a complete and correct list of the material Company Leased Real Property, including with respect to such material Company Leased Real Property the street address of such Company Leased Real Property. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each of the Company and its Subsidiaries, as applicable, has good leasehold title to the Company Leased Real Property, free and clear of any Liens, other than Permitted Liens. All leases and subleases for the Company Leased Real Property set forth on Section 4.19(b) of the Company Disclosure Schedule are valid and in full force and effect in all material respects except to the extent they have previously expired or terminated in accordance with their terms and neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any third party, has violated any provision of, or committed or failed to perform any act which, with or without notice, lapse of time or both, would constitute a default under the provisions of, any lease or sublease for such Company Leased Real Property, except as has not had and would not reasonably be expected to have a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries has entered into with any other Person any sublease, license or other Contract that is material to the Company and its Subsidiaries, taken as a whole, and that relates to the use or occupancy of all or any portion of the Company Leased Real Property.

(c) The Company Owned Real Property and the Company Leased Real Property constitute all real property that is currently used in connection with the business of the Company and its Subsidiaries and that are necessary for the continued operation of the Company's business as the business is currently conducted.

Section 4.20. Interested Party Transactions. There are no Company Material Contracts, transactions, indebtedness (except for advances for travel and other reasonable business expenses consistent with past practice) or other arrangement, or any related series thereof, between the Company or any of its Subsidiaries, on the one hand, and (a) any officer or director of the Company, (b) any record holder or beneficial owner of five percent or more of the voting securities of the Company or (c) any Affiliate or family member of any such officer, director or record holder or beneficial owner on the other hand, in each case, that would be required to be disclosed under Item 404 of Regulation S-K promulgated under the Securities Act.

Section 4.21. Customers and Suppliers. Section 4.21 of the Company Disclosure Schedule sets forth a complete and correct list of the names of (a) the 10 largest end customers (taking into account shipments to or orders from contract manufacturers who purchased products or services from the Company or its Subsidiaries upon the request of an original equipment manufacturer) of the Company and its Subsidiaries, taken as a whole (based on the volume of purchases from the Company during (i) the fiscal year ended December 31, 2013 and (ii) the 6-month period ended June 30, 2014), and (b) the 10 largest suppliers of the Company and its Subsidiaries, taken as a whole (based on the volume of purchases by the Company during the fiscal year ended December 31, 2013). As of the date of this Agreement, no such customer or supplier has terminated its relationship with the Company or materially reduced or changed the terms of its business with the Company or its Subsidiaries or given notice to the Company or any of its Subsidiaries that it intends to terminate its relationship with the Company or any of its Subsidiaries or materially reduce or change the terms of its business with the Company or any of its Subsidiaries.

Section 4.22. Insurance. Each material insurance policy under which the Company or any of its Subsidiaries is an insured or otherwise the principal beneficiary of coverage is in full force and effect and was in full force and effect during the periods of time such insurance policy purported to be in effect, and the Company is not in material breach or default, and the Company has not taken any action or failed to take any action that, with notice or the lapse of time or both, would constitute such a material breach or default, or permit termination or modification, of any such insurance policies. As of the date of this Agreement, the Company has not received any written notice of cancellation or any other indication that any such insurance policy will not be renewed or that the issuer of any policy is not willing or able to perform its obligations thereunder in any material respect.

Section 4.23. Export Controls; Foreign Corrupt Practices

(a) The Company and its Subsidiaries have not, since January 1, 2012, violated any applicable U.S. Export and Import Laws, or made a voluntary disclosure with respect to any violation of such Laws, except such violations and disclosures that have not been and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. The Company and each of its Subsidiaries (i) has been and is in compliance with all applicable Foreign Export and Import Laws since January 1, 2012, (ii) to the extent applicable, has prepared and applied for all import and export licenses required in accordance with U.S. Export and Import Laws and Foreign Export and Import Laws for the conduct of its business and (iii) has at all times been in compliance with all applicable Laws relating to trade embargoes and sanctions, except in the cases of clauses (i), (ii) and (iii) where such failure to be in compliance has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) Neither the Company nor its Subsidiaries nor any of their respective Representatives has directly or indirectly taken any action in violation of any export restrictions, anti-boycott regulations, embargo regulations or other similar United States or foreign Laws, except such violations that have not been and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. None of the Company's directors, or officers, or, to the Knowledge of the Company, the other Representatives of the Company or any of its Subsidiaries, is a "specially designated national" or blocked Person under United States sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury. Neither the Company nor any of its Subsidiaries has engaged in any business with any Person with whom, or in any country in which, a United States Person is prohibited from so engaging under United States sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury.

(c) Neither the Company nor its Subsidiaries nor, to the Knowledge of the Company, any of their respective Representatives has directly or indirectly offered or paid anything of value to a Foreign Official (as defined in the Foreign Corrupt Practices Act of 1977) for the purpose of obtaining or retaining business or securing an improper advantage.

Section 4.24. Proxy Statement. Subject to the accuracy of the representations and warranties of Parent and Merger Sub set forth in Section 5.24, none of the information supplied (or to be supplied) in writing by or on behalf of the Company specifically for inclusion or incorporation by reference in (a) the Form S-4 to be filed with the SEC by Parent in connection with the Share Issuance will, at the time the Form S-4, or any amendment or supplement thereto, is filed with the SEC or at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, and (b) the proxy statement to be sent to the Company Stockholders in connection with the Company Stockholders' Meeting (such proxy statement, as amended or supplemented, being referred to herein as the "Proxy Statement") will, on the date it is first mailed to the Company Stockholders, and at the time of the Company Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, or necessary to correct any statement in any earlier communication with respect to the solicitation of a proxy for the Company Stockholders' Meeting or the subject matter thereof which have become false or misleading. The Proxy Statement (except for such portions thereof that relate only to Parent or any Subsidiary of Parent) will comply as to form in all material respects with the applicable requirements of the Exchange Act. Notwithstanding the foregoing, the Company makes no representation or warranty with respect to information supplied by or on behalf of Parent or Merger Sub for inclusion or incorporation by reference in any of the foregoing documents.

Section 4.25. Opinion of Financial Advisor. The Company Board has received a written opinion of Stifel, Nicolaus & Company, Incorporated (the "Advisor"), dated as of the date of this Agreement, to the effect that, as of such date and based upon and subject to various qualifications and assumptions set forth therein, the consideration to be received by the Company Stockholders in the Merger is fair, from a financial point of view, to the Company Stockholders. The Company has obtained all necessary consents (including the authorization of the Advisor) to permit the inclusion of such opinion in its entirety (as well as a description of the material financial analyses underlying such opinions) and references thereto in the Proxy Statement. Prior to the date of this Agreement or promptly thereafter, a true, correct and complete copy of such opinion was delivered or will be delivered to Parent.

Section 4.26. Brokers. No Person other than the Advisor, the fees of which will be paid by the Company, is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company or any of its Subsidiaries. Prior to the date of this Agreement, true, correct and complete copies of all agreements with the Advisor were delivered to Parent.

Section 4.27. Anti-Takeover Laws. The Company Board has approved this Agreement and the Transactions for all purposes of Section 203 of the DGCL and has taken all action necessary to ensure that Section 203 of the DGCL will not impose any material additional procedural, voting, approval, fairness or other restrictions on the timely consummation of the Transactions or restrict, impair or delay the ability of Parent or Merger Sub to engage in any Transaction. No other "fair price," "moratorium," "control share acquisition" or other anti-takeover statute or regulation of any Governmental Authority (each, an "Anti-Takeover Law") is applicable to the Company or the Transactions.

Section 4.28. No Other Representations or Warranties. Except for the representations and warranties contained in ARTICLE V, the Company acknowledges that none of Parent, the Subsidiaries of Parent or any other Person on behalf of Parent makes any other express or implied representation or warranty whatsoever, and specifically (but without limiting the generality of the foregoing) that none of Parent, the Subsidiaries of Parent or any other Person on behalf of Parent makes any representation or warranty with respect to any projections or forecasts delivered or made available to the Company or any of its Affiliates or Representatives of future revenues, results of operations (or any component thereof), cash flows or financial condition (or any component thereof) of Parent and the Subsidiaries of Parent (including any such projections or forecasts made available to the Company or its Affiliates and Representatives in certain "data rooms" or management presentations in expectation of the Transactions), and the Company has not relied on any such information or any representation or warranty not set forth in ARTICLE V.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Except (a) as set forth in the Parent Disclosure Schedule or (b) as set forth in the Parent SEC Reports filed from and after January 1, 2014 and prior to the date of this Agreement (excluding all disclosures in any "*Risk Factors*" section and any disclosures included in any such Parent SEC Reports that are forward looking in nature),but only to the extent such disclosure is reasonably apparent from a reading of such Parent SEC Reports that such disclosure relates to such Section of ARTICLE V below, Parent and Merger Sub hereby jointly and severally represent and warrant to the Company as follows:

Section 5.01. Organization and Qualification. Each of Parent and Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has the requisite corporate power and authority to own, operate and lease its respective properties and assets and carry on its respective businesses as now conducted. Each of Parent and Merger Sub is duly qualified or licensed to do business as a foreign corporation and is, to the extent applicable, in good standing under the Laws of any other jurisdiction in which the character of the properties owned, leased or operated by it therein or in which the

conduct or nature of its business makes such qualification or licensing necessary, except where the failure to be so qualified, licensed or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 5.02. Certificate of Incorporation and Bylaws. Parent has delivered to the Company copies of the Parent Certificate, the Parent Bylaws and the organizational documents of Merger Sub, and the copies of such documents are complete and correct and contain all amendments and supplements thereto as in effect on the date of this Agreement. The Parent Certificate, Parent Bylaws and organizational documents of Merger Sub are in full force and effect and neither Parent nor Merger Sub, as applicable, is in violation of any of their respective provisions.

Section 5.03. Parent Subsidiaries.

(a) Merger Sub was formed solely for the purpose of engaging in the Transactions, has not engaged in any business activities or conducted any operations other than in connection with the Transactions and will have no assets, liabilities or obligations other than those contemplated by this Agreement. All the issued and outstanding shares of capital stock of Merger Sub are, and as of the Effective Time will be, owned of record and beneficially by Parent either directly or indirectly through one or more of its Subsidiaries.

(b) Other than Parent's Subsidiaries, Parent does not own or control, directly or indirectly, any membership interest, partnership interest, joint venture interest, other equity interest or any other capital stock of any Person. Each of Parent's Subsidiaries is a corporation, partnership, limited liability company, trust or other organization that is duly incorporated or organized, validly existing and, to the extent applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization. Each of Parent's Subsidiaries has the requisite corporate, limited partnership, limited liability company or similar power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted. Each of Parent's Subsidiaries is duly qualified or licensed to do business and is in good standing (to the extent such concept is applicable) in each jurisdiction where the character of the properties owned, leased or operated by it or the conduct or nature of its business makes such qualification or licensing necessary, except for jurisdictions in which the failure to be so qualified, licensed or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) Parent is, directly or indirectly, the record and beneficial owner of all of the outstanding shares of capital stock or other equity interests of each of its Subsidiaries. All of such shares and other equity interests so owned by Parent are validly issued, fully paid and nonassessable and are owned by it free and clear of any Liens or limitations on voting rights, are free of preemptive rights and were issued in compliance with applicable Law. There are no subscriptions, options, warrants, calls, rights, convertible securities or other agreements or commitments of any character relating to the issuance, transfer, sales, delivery, voting or redemption (including any rights of conversion or exchange under any outstanding security or other instrument) for any of the capital stock or other equity interests of, or other ownership interests in, any Subsidiary of Parent. There are no agreements requiring Parent or any of its Subsidiaries to make contributions to the capital of, or lend or advance funds to, any Subsidiary of Parent or any other Person.

Section 5.04. Capitalization.

(a) The authorized capital stock of Parent consists of 200,000,000 shares of Parent Common Stock and 15,000,000 share of preferred stock, par value $0.001 per share, of Parent ("Parent Preferred Stock"). As of the close of business on the Capitalization Date, (i) 83,344,619 shares of Parent Common Stock were issued and outstanding and (ii) no shares of Parent Common Stock were held in the treasury of Parent. As of the Capitalization Date, 3,028,007 shares of Parent Common Stock were subject to outstanding equity awards, and 5,288,152 shares of Parent Common Stock were available for future awards under the Parent Equity Plans. As of the date of this Agreement, no shares of Parent Preferred Stock are issued and outstanding. All of the

outstanding shares of Parent Common Stock have been duly authorized and validly issued, are fully paid and nonassessable, are free of preemptive rights and were issued in compliance with applicable Law.

(b) Except as set forth in Section 5.04(a) and for any changes since the close of business on the Capitalization Date resulting from the exercise or vesting of any equity awards issued under Parent Equity Plans outstanding on such date, or actions taken after such date in compliance with this Agreement, and except for awards with respect to shares of Parent Common Stock reserved for issuance under Parent Equity Plans, there are no outstanding (i) shares of capital stock of, or other voting securities or ownership interests in, Parent, (ii) options, warrants or other rights, Contracts, arrangements or commitments of any character relating to the issued or unissued capital stock of Parent or obligating Parent to issue or sell any shares of capital stock of, or other equity interests in, Parent or (iii) restricted shares, restricted share units, stock appreciation rights, performance shares, contingent value rights, "phantom" stock or similar securities or rights that are derivative of or provide economic benefits based, directly or indirectly, on the value or price of any capital stock or other voting or ownership interests in Parent.

(c) There are no outstanding contractual obligations of Parent or any of its Subsidiaries to repurchase, redeem or otherwise acquire any shares of Parent Common Stock or any other equity securities of Parent, or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any Person that would be material to Parent and its Subsidiaries, taken as a whole.

(d) There are no voting trusts or other Contracts to which Parent or any of its Subsidiaries is a party with respect to the voting of any capital stock of, or other equity interest in, Parent or any of its Subsidiaries.

(e) There are no outstanding bonds, debentures, notes or other indebtedness of Parent or any of its Subsidiaries that have the right to vote (or are convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of equity securities in Parent or any of its Subsidiaries may vote.

Section 5.05. Authority; Validity and Effect of Agreements. Each of Parent and Merger Sub has all requisite corporate power and authority to execute and deliver this Agreement and all other agreements and documents contemplated hereby to which it is a party, and to perform its obligations hereunder and thereunder and to consummate the Transactions. Other than the adoption of this Agreement by Parent (or one or more Subsidiaries of Parent) as the stockholder or stockholders of Merger Sub (which will be effected immediately following execution of this Agreement), the execution, delivery and performance by each of Parent and Merger Sub of this Agreement and the consummation of the Transactions have been duly and validly authorized by all requisite corporate action on behalf of each of Parent and Merger Sub and no other corporate proceedings on the part of either of Parent or Merger Sub are necessary to authorize this Agreement or to consummate the Transactions. This Agreement has been duly and validly executed and delivered by Parent and Merger Sub and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of each of Parent and Merger Sub enforceable against each of Parent and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception.

Section 5.06. No Conflict; Required Filings and Consents.

(a) The execution and delivery by each of Parent and Merger Sub of this Agreement and all other agreements and documents contemplated hereby to which it is a party and the consummation by each of Parent and Merger Sub of the Transactions do not and will not, directly or indirectly (with or without notice or lapse of time or both), and the compliance by each of Parent and Merger Sub with its obligations hereunder and thereunder will not, directly or indirectly (with or without notice or lapse of time or both), (i) result in a violation or breach of or conflict with the Parent Certificate, the Parent Bylaws or the organizational documents of Merger Sub, (ii) subject to obtaining or making the consents, approvals, Orders, authorizations, registrations,

declarations, filings and other actions described in Section 5.06(b), conflict with or violate any Law or rule of NASDAQ applicable to Parent or Merger Sub or by which any property or asset of Parent or Merger Sub is bound, (iii) result in any violation or breach of or conflict with any provisions of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to any right of purchase, termination, amendment, acceleration or cancellation) under, or result in the loss of any benefit under, or result in the triggering of any payments pursuant to, any of the terms, conditions or provisions of any Parent Material Contract or (iv) result in the creation of a Lien, except for Permitted Liens, on any property or asset of Parent or Merger Sub or any of their respective Subsidiaries, except, with respect to clauses (ii), (iii) and (iv), for such violations, breaches, conflicts, defaults, rights of purchase, terminations, amendments, accelerations, cancellations, losses of benefits, payments or Liens that have not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) No consent, approval, Order or authorization of, or registration, qualification, designation or filing with or notification to, any Governmental Authority is required on the part of Parent or Merger Sub in connection with the execution, delivery and performance of this Agreement or the consummation by Parent and Merger Sub of the Transactions, other than (i) (A) the applicable requirements of the Exchange Act and other applicable federal securities Laws, (B) the applicable requirements of state securities, takeover and "blue sky" Laws, (C) the applicable requirements of NASDAQ, (D) the HSR Act and the applicable requirements of the other Antitrust Laws set forth in Section 5.06(b) of the Parent Disclosure Schedule, (E) the filing with the Secretary of State of the State of Delaware of the Certificate of Merger pursuant to the DGCL, (F) Exon-Florio, (G) the applicable requirements of U.S. Export and Import Laws and (H) the filing with the SEC, and the declaration of effectiveness under the Securities Act, of the Form S-4, and (ii) such other consents, approvals, Orders, authorizations, registrations, qualifications, designations, filings or notifications that, if not obtained, made or given, would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 5.07. Compliance with Laws; Permits.

(a) Parent and its Subsidiaries are, and since January 1, 2012 have been, in compliance with all Laws applicable to them, any of their properties or other assets or any of their businesses or operations, except where any such failure to be in compliance has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. To the Knowledge of Parent, since January 1, 2012, no Governmental Authority has issued any notice or notification stating that Parent or any of its Subsidiaries is not in compliance with any Law, except where such non-compliance has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Parent and each of its Subsidiaries hold all Permits that are necessary for Parent and its Subsidiaries to own, lease or operate their properties and assets and to carry on their businesses as currently conducted and each of the Permits is in full force and effect, except for such Permits that the failure to hold or be in full force and effect have not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Since January 1, 2012, neither Parent nor any of its Subsidiaries has received written notice to the effect that a Governmental Authority was considering the amendment, termination, revocation or cancellation of any Permit, which such amendment, termination, revocation or cancellation would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Each of Parent and its Subsidiaries is, and since January 1, 2012 has been, in compliance with the terms of its Permits, except where noncompliance with such Permit has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Neither Parent nor any of its Subsidiaries has received any written communication since January 1, 2012 from any Governmental Authority that alleges that Parent or any of its Subsidiaries is not in compliance in all material respects with, or is subject to any material liability under, any Permit that is material to Parent and its Subsidiaries taken as a whole, or relating to the revocation or modification of any Permit that is material to Parent and its Subsidiaries taken as a whole. The

consummation of the Transactions, in and of itself, will not cause the revocation or cancellation of any Permit that is material to Parent and its Subsidiaries, taken as a whole.

(c) With respect to each Government Contract and Government Bid, (i) each of Parent and its Subsidiaries is in compliance in all material respects with all requirements of Law pertaining to such Government Contract or Government Bid, (ii) each representation and certification executed by Parent or its Subsidiaries pertaining to such Government Contract or Government Bid was true and correct in all material respects as of its applicable date, (iii) neither Parent nor any of its Subsidiaries has submitted, directly or indirectly, to any Governmental Authority any cost or pricing data which is inaccurate or untruthful in any material respect in connection with such Government Contract or Government Bid and (iv) there is no suspension, stop work order, cure notice or show cause notice in effect for such Government Contract nor, to the Knowledge of Parent, is any Governmental Authority threatening to issue one.

(d) To the Knowledge of Parent, there is no: (i) pending administrative, civil or criminal investigation, indictment, writ of information or audit of Parent, any of its Subsidiaries or any director, officer or employee of Parent or any of its Subsidiaries by any Governmental Authority with respect to any alleged or potential violation of Law regarding any Government Contract or Government Bid; (ii) pending suspension or debarment proceeding, nor any matters pending reasonably likely to lead to a suspension or debarment proceeding, against Parent, any of its Subsidiaries or any director, officer or employee of Parent or any of its Subsidiaries; or (iii) contracting officer's decision or legal proceeding by which a Governmental Authority claims that Parent or any of its Subsidiaries is liable to a Governmental Authority, in each case, with respect to any Government Contract. Since January 1, 2012, neither Parent nor any of its Subsidiaries nor, to the Knowledge of Parent, any of Parent's or its Subsidiaries' directors, officers or employees has conducted or initiated any internal investigation, or made a voluntary disclosure to any Governmental Authority, with respect to any alleged misstatement or omission arising under or relating to any Government Contract or Government Bid.

(e) Parent and its Subsidiaries and their respective employees possess all government security clearances necessary to perform the Government Contracts, and all such security clearances are valid and in force and effect. To the Knowledge of Parent, none of the Representatives of Parent or any of its Subsidiaries has for or on behalf of Parent: (i) made any payments or used any funds to influence transactions involving the United States government in violation of Law; (ii) failed to file any required lobbying reports pursuant to the Lobbying Disclosure Act of 1995; (iii) used any corporate or other funds or given anything of value for unlawful gratuities, contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity to government officials or others or established or maintained any unlawful or unrecorded funds in violation of any applicable Law; or (iv) accepted or received any unlawful contributions, payments, expenditures or gifts.

Section 5.08. SEC Filings; Financial Statements; Internal Controls.

(a) The Parent SEC Reports constitute all forms, reports, schedules, registration statements, definitive proxy statements and other documents (including all exhibits) required to be filed by Parent with the SEC during the period since January 1, 2012. The Parent SEC Reports filed on or prior to the date of this Agreement (i) complied in all material respects with the requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, as the case may be, applicable to such Parent SEC Reports and (ii) as of their respective filing dates did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. There are no outstanding or unresolved comments received from the SEC staff with respect to the Parent SEC Reports filed on or prior to the date of this Agreement. To the Knowledge of Parent, none of the Parent SEC Reports filed on or prior to the date of this Agreement is the subject of ongoing SEC review or investigation. None of Parent's Subsidiaries is required to file any forms, reports or other documents with the SEC pursuant to Section 13 or 15 of the Exchange Act.

(b) Each of the consolidated balance sheets and the related consolidated statements of operations, consolidated statements of comprehensive income, consolidated statements of stockholders' equity and consolidated statements of cash flows (including, in each case, any related notes and schedules thereto) contained in the Parent SEC Reports, each as amended (collectively, the "Parent Financial Statements"), (i) complied in all material respects with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (ii) fairly presented, in all material respects, the consolidated financial position, results of operations and cash flows of Parent and its consolidated Subsidiaries as of the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein (subject, in the case of unaudited statements, to normal and recurring year-end adjustments).

(c) Each of the principal executive officer of Parent and the principal financial officer of Parent (or each former principal executive officer of Parent and each former principal financial officer of Parent, as applicable) has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act, in each case, with respect to the Parent SEC Reports, and the statements contained in such certifications were true and complete on the date such certifications were made.

(d) Since January 1, 2012 through the date of this Agreement, (i) neither Parent nor any of its Subsidiaries, nor, to the Knowledge of Parent, any director or executive officer of Parent or any of its Subsidiaries, has received any complaint, allegation, assertion or claim in writing that Parent or any of its Subsidiaries has engaged in improper, illegal or fraudulent accounting or auditing practices, other than any such complaint, allegation, assertion or claim that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, and (ii) to the Knowledge of Parent, no attorney representing Parent or any of its Subsidiaries, whether or not employed by Parent or any of its Subsidiaries, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by Parent or any of its Subsidiaries or any of their respective officers, directors, employees or agents to Parent Board or any committee thereof or to any director or officer of Parent.

(e) Parent has established and maintains a system of "internal control over financial reporting" (as defined in Rules 13a-15(f) and 15d-15(f) promulgated by the SEC under the Exchange Act) in compliance with the Exchange Act.

(f) Parent maintains disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) in compliance with the Exchange Act.

(g) Parent is in compliance in all material respects with all current listing and corporate governance requirements of NASDAQ and is in compliance in all material respects with all rules, regulations and requirements of the Sarbanes-Oxley Act and the SEC.

Section 5.09. Absence of Undisclosed Liabilities.

(a) Parent and its Subsidiaries do not have any liability or obligation of any nature whatsoever (whether absolute, accrued or contingent or otherwise or whether due or to become due), except for (i) liabilities and obligations fully reflected on or reserved against in the Most Recent Parent Balance Sheet, (ii) liabilities and obligations incurred in the ordinary course of business consistent with past practice since the date of the Most Recent Parent Balance Sheet and (iii) liabilities and obligations that have not had, and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Neither Parent nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract (including any Contract or arrangement relating to any transaction or relationship between or among Parent and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand, or any "off-balance sheet arrangements" (as defined in

Item 303(a) of Regulation S-K promulgated under the Securities Act)), where the result, purpose or effect of such Contract is to avoid disclosure of any material transaction involving, or material liabilities of, Parent or any of its Subsidiaries in the Parent Financial Statements or any Parent SEC Reports.

Section 5.10. Absence of Certain Changes or Events. Since the date of the Most Recent Parent Balance Sheet through the date of this Agreement, (a) Parent and its Subsidiaries have conducted their business in the ordinary course of business consistent with past practice, (b) there has not been an event, occurrence, condition, change, development, state of facts or circumstance that has had or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect and (c) neither Parent nor any of its Subsidiaries has taken any action that, if taken after the date of this Agreement without the prior written consent of the Company, would constitute a breach of Section 6.03.

Section 5.11. Absence of Litigation. Except as set forth in Section 5.11 of Parent Disclosure Schedule, there is (a) no material Action pending or threatened in writing against Parent or any of its Subsidiaries or any of its or their respective properties or assets, (b) no settlement or similar agreements that impose any material ongoing obligation or restriction on Parent or any of its Subsidiaries or (c) no material Action pending or threatened in writing by Parent against any third party. Neither Parent nor any of its Subsidiaries is subject to any Orders of any Governmental Authorities that would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. There are no internal investigations or internal inquiries that, since January 1, 2012, have been or are being conducted by or at the direction of Parent Board (or any committee thereof) concerning any material financial, accounting or other misfeasance or malfeasance issues or that would reasonably be expected to lead to a voluntary disclosure or enforcement Action.

Section 5.12. Employee Plans.

(a) None of the Parent Plans is (i) a defined benefit plan (as defined in Section 3(35) of ERISA), whether or not subject to ERISA, (ii) a Multiemployer Plan or (iii) a multiple employer plan subject to Sections 4063 or 4064 of ERISA.

(b) Each Parent Plan has been operated and administered in all material respects in accordance with its terms and the requirements of all applicable Laws, including ERISA and the Code. Each Parent Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS or is entitled to rely on a favorable opinion issued by the IRS, and, to the Knowledge of Parent, no fact or event has occurred since the date of such determination letter which could reasonably be expected to result in the revocation of such letter. There are no investigations by any Governmental Authority, termination proceedings or other claims or litigation, pending or to the Knowledge of Parent, threatened, against or relating to any Parent Plan or asserting any rights to or claims for benefits under any Parent Plan, the assets or any of the trusts under such Parent Plan or the plan administrator, or against any fiduciary of any Parent Plan with respect to the operation of the Parent Plan (except routine claims for benefits payable under the Parent Plans) other than any such investigations, proceedings or claims that would not reasonably be expected to be, individually or in the aggregate, material to Parent and its Subsidiaries, taken as a whole. All contributions, premiums and benefit payments under or in connection with the Parent Plans that are required to have been made as the date of this Agreement in accordance with the terms of the Parent Plans or applicable Law have been timely made in all material respects. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, there has been no act, omission or condition with respect to any Parent Plan that would be reasonably likely to subject Parent or its Subsidiaries to any fine, penalty, Tax or liability of any kind imposed under ERISA, the Code or applicable Law (except for routine claims for benefits).

Section 5.13. Labor Matters.

(a) Neither Parent nor its Subsidiaries are party to any labor or collective bargaining agreement and no such agreement is being negotiated as of the date of this Agreement. No labor organization has

been elected as the collective bargaining agent of any employee or group of employees of the Company or its Subsidiaries, nor since January 1, 2012 has there been union representation involving any of the employees of the Company or its Subsidiaries. There are no (i) picketing, strikes, work stoppages, work slowdowns, lockouts or other job actions pending or, to the Knowledge of Parent, threatened against or involving Parent and its Subsidiaries, (ii) material unfair labor practice charges or other labor disputes pending or, to the Knowledge of Parent, threatened by or on behalf of any employee or group of employees of Parent or its Subsidiaries, (iii) election, petition or proceeding by a labor union or representative thereof to organize any employees of Parent or its Subsidiaries or (iv) material grievance or arbitration demands against Parent or any of its Subsidiaries whether or not filed pursuant to a collective bargaining agreement.

(b) Parent and its Subsidiaries are in compliance with all Laws respecting the employment of labor, including wages and hours, fair employment practices, discrimination, terms and conditions of employment, workers' compensation, collection and payment of withholding and/or social security taxes and any similar Tax, occupational safety, WARN and the Immigration Reform and Control Act, except where the failure to be in compliance with the foregoing has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Since January 1, 2012, there has been no "mass layoff" or "plant closing" (as defined by WARN) with respect to Parent or any of its Subsidiaries.

(c) No material complaints, charges, claims, litigations or actions against Parent or its Subsidiaries have been brought by or filed with (or, to the Knowledge of Parent, threatened to be brought by or filed with) any Governmental Authority since January 1, 2012 based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment or failure to employ by Parent or its Subsidiaries of any person.

Section 5.14. Intellectual Property.

(a) Parent or one of its Subsidiaries is the sole owner of all material Parent Registered Intellectual Property, free and clear of all Liens other than Permitted Liens. Parent or one of its Subsidiaries is the sole and exclusive owner of, or to the Knowledge of Parent, has valid and continuing rights to use, sell, license and otherwise exploit, all of the other material Parent Intellectual Property and Parent Technology as the same is used, sold, licensed and otherwise exploited by Parent or any of its Subsidiaries in their respective businesses as currently conducted, free and clear of all Liens other than Permitted Liens. To the Knowledge of Parent, Parent Intellectual Property and Parent Technology owned or licensed to Parent or any of its Subsidiaries includes all of the material Intellectual Property and Technology necessary and sufficient to enable Parent and its Subsidiaries to conduct their respective businesses as they are currently conducted. To the Knowledge of Parent, Parent Registered Intellectual Property (other than any applications included in Parent Registered Intellectual Property) is subsisting and enforceable, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) To the Knowledge of Parent, none of the following infringe, constitute or result from an unauthorized use or misappropriation of or violate any Intellectual Property or Technology of any other Person, except as have not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect: (i) any Parent Intellectual Property; (ii) any Parent Technology; (iii) the development, manufacturing, licensing, marketing, importation, exportation, offer for sale, sale, use, practice or other exploitation of the current products or services by Parent or any of its Subsidiaries; or (iv) the present business practices, methods or operations of Parent or any of its Subsidiaries. Neither Parent nor any of its Subsidiaries is a party to or the subject of any pending or, to the Knowledge of Parent, threatened, material Action which involves a claim (i) against Parent or any of its Subsidiaries of infringement, unauthorized use, misappropriation or violation of any Intellectual Property or Technology of any Person, or challenging the ownership, use, validity or enforceability of any Parent Intellectual Property or Parent Technology or (ii) contesting the right of Parent or any of its Subsidiaries to use, sell, exercise, license, transfer or dispose of any Parent Intellectual Property or Parent Technology, or any products, processes or materials covered thereby in any

manner. Since January 1, 2012, neither Parent nor any of its Subsidiaries has received written notice of any such threatened claim or any written invitation to take a license to any Intellectual Property or Technology of any Person.

(c) To the Knowledge of Parent, no Person (including employees and former employees of Parent or any of its Subsidiaries) is infringing, misappropriating or violating, or has infringed, misappropriated or violated, any material Parent Intellectual Property or material Parent Technology. Since January 1, 2012, no written claims have been made against any Person (including employees and former employees of Parent or any of its Subsidiaries) by Parent or any of its Subsidiaries alleging that any Person is infringing, misappropriating or violating, or has infringed, misappropriated or violated, any Parent Intellectual Property or Parent Technology.

(d) Each of Parent and its Subsidiaries has taken reasonable measures to protect and preserve the confidentiality of all Trade Secrets material to the businesses of Parent or any of its Subsidiaries as presently conducted, taken as a whole.

(e) No material government funding and no facilities of a university, college, other educational institution or research center were used in the development of any Parent Intellectual Property or Parent Technology material to the conduct of the business of Parent or any of its Subsidiaries as currently conducted where, as a result of such funding or the use of such facilities, any government or any university, college, other educational institution or research center has any rights in such Intellectual Property or Technology.

(f) Parent and its Subsidiaries own, lease or license all hardware, computer equipment and other information technology systems (collectively, "Parent Computer Systems") that are necessary for the operation of Parent's and its Subsidiaries' businesses as currently conducted. The Parent Computer Systems are in all material respects adequate for the operation of Parent's and its Subsidiaries' businesses as currently conducted. During the 18 months prior to the date hereof, (i) no error or fault has occurred in or to any of Parent Computer Systems that has resulted in a material interruption to the operations of Parent or any of its Subsidiaries and (ii) to the Knowledge of Parent, there has been no unauthorized access to or use of any of Parent Computer Systems.

Section 5.15. Taxes.

(a) All material Tax Returns required to be filed by or with respect to Parent or any of its Subsidiaries have been timely filed (taking into account any extensions actually obtained) and such Tax Returns are true, complete, and correct in all material respects.

(b) (i) All income Taxes and all other material Taxes due and owing by Parent or any of its Subsidiaries have been timely paid; (ii) the unpaid Taxes of Parent and its Subsidiaries did not, as of the date of the Most Recent Parent Balance Sheet, exceed the reserve for Tax liability set forth in the Most Recent Parent Balance Sheet, and (iii) since the date of the Most Recent Parent Balance Sheet, neither Parent nor any of its Subsidiaries has incurred any material liability for Taxes as a result of transactions entered into outside the ordinary course of business consistent with past practice.

(c) (i) No deficiencies for Taxes against any of Parent and its Subsidiaries have been claimed, proposed or assessed in writing by any Governmental Authority, except for deficiencies that have been paid or otherwise resolved or that are being contested in good faith and for which adequate reserves have been established in accordance with GAAP, (ii) there are no audits, assessments or other actions that are pending or that have been threatened in writing for or relating to any liability in respect of Taxes of Parent or any of its Subsidiaries and (iii) the U.S. federal income Tax Returns of Parent and its Subsidiaries through the taxable year ended December 30, 2010 have been examined and closed or are Tax Returns with respect to which the period for assessment has expired.

(d) Neither Parent nor any of its Subsidiaries has agreed to or granted any extension or waiver of the limitation period applicable to any material Taxes or material Tax Returns.

(e) There are no Liens for Taxes other than Permitted Liens upon any of the material assets of Parent or any of its Subsidiaries.

(f) Neither Parent nor any of its Subsidiaries is a party to or is bound by any Tax sharing, Tax allocation or Tax indemnification agreement (other than such an agreement exclusively between or among any of Parent and its Subsidiaries).

(g) Neither Parent nor any of its Subsidiaries (i) has been a member of a group filing a consolidated, combined or unitary Tax Return (other than a group the common parent of which was Parent) or (ii) has any liability for the Taxes of any Person (other than Parent or any of its Subsidiaries) under Treasury Regulation Section 1.1502 6 or any similar provision of state, local or foreign Law or by reason of being a transferee or successor of such Person.

(h) Parent and each of its Subsidiaries has in all material respects properly and timely withheld, collected and deposited all Taxes that are required to be withheld, collected and deposited under applicable Law.

(i) Neither Parent nor any of its Subsidiaries (i) has any unrecaptured overall foreign loss within the meaning of Section 904(f) of the Code or (ii) has participated in or cooperated with an international boycott within the meaning of Section 999 of the Code.

(j) Neither Parent nor any of its Subsidiaries has participated in any "listed transaction" within the meaning of Treasury Regulations Sections 1.6011 4(b)(2) or 301.6111 2(b)(2).

(k) Neither Parent nor any of its Subsidiaries is a party to or bound by any advance pricing agreement, closing agreement or other material agreement or ruling relating to Taxes with any Tax authority.

(l) Neither Parent nor any of its Subsidiaries has distributed the stock of any corporation, or had its stock distributed, in a transaction intended to satisfy the requirements of Section 355 of the Code.

(m) Parent and its Subsidiaries are in compliance in all material respects with all terms and conditions of any Tax exemption, Tax holiday, or other Tax reduction agreement or Order that applies to any of them, and no such Tax exemption, Tax holiday, or other Tax reduction agreement or Order that applies to any of the Company and its Subsidiaries will be adversely affected by the Transactions.

Section 5.16. Environmental Matters.

(a) Except for those matters that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, the operations of Parent and its Subsidiaries have been conducted in compliance with all Environmental Laws.

(b) Except for those matters that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, Parent and its Subsidiaries have obtained, and are and have been in compliance with, all Permits required under applicable Environmental Laws for the continued operation of their businesses as presently conducted.

(c) Neither Parent nor any of its Subsidiaries is subject to any outstanding Orders from any Governmental Authority or Contracts with any other Person (other than Contracts relating to the management of Hazardous Materials generated in the ordinary course of business) relating to (i) Environmental Laws, (ii) any

Remedial Action, (iii) any Release or threatened Release of a Hazardous Material or (iv) an assumption of responsibility for environmental claims of another Person.

(d) Since January 1, 2012, neither Parent nor any of its Subsidiaries has received any written communication alleging that any such party is in violation of any Environmental Law, which violation would reasonably be expected to result in Parent or any of its Subsidiaries, taken as a whole, incurring material liabilities.

(e) The operations of Parent and its Subsidiaries involving the generation, transportation, treatment, storage or disposal of hazardous waste, as defined and regulated under RCRA or any foreign or state equivalent Law, are and have been in compliance with applicable Environmental Laws in all material respects, and there has been no disposal by Parent or any of its Subsidiaries on or in any site listed or formally proposed to be listed on the National Priorities List promulgated pursuant to CERCLA or any foreign or state remedial priority list promulgated or maintained pursuant to comparable foreign or state Law.

(f) To Parent's Knowledge, there is not now, nor has there been in the past, on or in any leased or owned property of Parent or of any of its Subsidiaries any of the following: (i) any underground storage tanks or surface impoundments or (ii) a Release of Hazardous Materials, in either case (i) or (ii) which would reasonably be expected to result in Parent or its Subsidiaries, taken as a whole, incurring material liabilities.

(g) No judicial or administrative Actions are pending or, to Parent's Knowledge, threatened against Parent or any of its Subsidiaries alleging a violation of or seeking to impose material liability pursuant to any Environmental Law and, to Parent's Knowledge, there are no material investigations threatened against Parent or any of its Subsidiaries under Environmental Laws.

(h) Parent and its Subsidiaries have made available to the Company all material environmentally related assessments, audits, investigations, sampling or similar reports prepared since January 1, 2010 or otherwise readily available that are currently retained by and were prepared by or for Parent or any of its Subsidiaries that relate to Parent or any of its Subsidiaries or any real property currently or formerly owned, operated or leased by or for Parent or any of its Subsidiaries.

Section 5.17. Material Contracts.

(a) Neither Parent nor any of its Subsidiaries is a party to any Contract required to be filed by Parent as a "material contract" pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act that has not been so filed.

(b) As of the date of this Agreement, neither Parent nor any of its Subsidiaries is a party or bound by the following Contracts (with such Contracts to which Parent or any of its Subsidiaries is a party or is otherwise bound being referred to herein as the "Parent Material Contracts"):

(i) any Contract that purports to limit, curtail or restrict the right of Parent or any of its Subsidiaries in any material respect (A) to engage or compete in any line of business in any geographic area, with any Person or during any period of time or (B) to solicit or hire any Person;

(ii) any Contract that is a master service agreement with any of the customers listed on Section 5.21 of the Parent Disclosure Schedule;

(iii) any Contract requiring Parent or any of its Subsidiaries to provide any notice or information to any Person prior to considering or accepting any Acquisition Proposal or similar proposal or prior to entering into any discussions or Contract relating to any Acquisition Proposal or similar transaction;

(iv) any Contract (other than a Contract or purchase order with a customer of Parent or its Subsidiaries) that involves total consideration by or to Parent or any of its Subsidiaries of more than $5,000,000 in any 12 month period;

(v) any indemnification Contract entered into with an officer or director of Parent providing for indemnification by Parent or any of its Subsidiaries (with respect to which Parent or any of its Subsidiaries has continuing obligations as of the date of this Agreement);

(vi) any Contract establishing a partnership, joint venture or similar third party business enterprise; and

(vii) (A) any Employee Change-of-Control Agreement, (B) any employment Contract that involves base consideration in excess of $200,000 per annum or (C) any consulting Contract that involves base consideration in excess of $200,000 per annum (in each case with respect to which any party thereto has continuing material obligations as of the date hereof) with any current or former (1) member of Parent Board or (2) employee.

(c) (i) Each Parent Material Contract is valid and binding on Parent or one of its Subsidiaries and is in full force and effect (other than due to the ordinary expiration of the term thereof), and, to the Knowledge of Parent, is valid and binding on the other parties thereto (in each case subject to the Bankruptcy and Equity Exception); (ii) neither Parent nor any of its Subsidiaries is in material default under any Parent Material Contract and no event or condition exists which constitutes or, after notice or lapse of time or both, would constitute a material breach or default on the part of Parent or any of its Subsidiaries under any such Parent Material Contract; and (iii) to the Knowledge of Parent, no other party to any Parent Material Contract is in material breach or default thereunder, nor does any condition exist that with notice or lapse of time or both would constitute a material breach or default by any such other party thereunder. Since January 1, 2012, neither Parent nor any of its Subsidiaries has received any written notice of termination or cancellation under any Parent Material Contract or received any written notice of material breach or default under any Parent Material Contract that has not been cured. Neither Parent nor any of its Subsidiaries is party to any Contract pursuant to which the terms and conditions thereof or any information or data contained therein are deemed classified pursuant to the rules and regulations of any Governmental Authority. Parent has furnished or made available to the Company true and correct copies of all Parent Material Contracts in effect as of the date hereof.

Section 5.18. Title to Property and Assets. Except with respect to matters related to Intellectual Property (which are addressed in Section 5.14) and real property (which are addressed in Section 5.19), and except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, Parent and each of its Subsidiaries has good, valid and marketable title to, or a valid leasehold interest in, all of the properties and assets owned or leased by them, in each case, free and clear of all Liens other than Permitted Liens.

Section 5.19. Real Property.

(a) Section 5.19(a) of Parent Disclosure Schedule contains a complete and correct list of the Parent Owned Real Property (including the street address of each parcel of Parent Owned Real Property). Parent or one or more of its Subsidiaries has good and marketable fee simple title to the Parent Owned Real Property free and clear of any and all Liens, other than Permitted Liens. Parent is not obligated under or a party to any option, right of first refusal or other contractual right to purchase, acquire, sell, assign or dispose of any Parent Owned Real Property or any portion thereof or interest therein.

(b) Section 5.19(b) of Parent Disclosure Schedule contains a complete and correct list of the material Parent Leased Real Property, including with respect to such material Parent Leased Real Property the street address of such Parent Leased Real Property. Except as has not had and would not reasonably be

expected to have, individually or in the aggregate, a Parent Material Adverse Effect, each of Parent and its Subsidiaries, as applicable, has good leasehold title to the Parent Leased Real Property, free and clear of any Liens, other than Permitted Liens. All leases and subleases for the Parent Leased Real Property set forth on Section 5.19(b) of the Parent Disclosure Schedule are valid and in full force and effect in all material respects except to the extent they have previously expired or terminated in accordance with their terms and neither Parent nor any of its Subsidiaries nor, to the Knowledge of Parent, any third party, has violated any provision of, or committed or failed to perform any act which, with or without notice, lapse of time or both, would constitute a default under the provisions of, any lease or sublease for such Parent Leased Real Property, except as has not had and would not reasonably be expected to have a Parent Material Adverse Effect. Neither Parent nor any of its Subsidiaries has entered into with any other Person any sublease, license or other Contract that is material to Parent and its Subsidiaries, taken as a whole, and that relates to the use or occupancy of all or any portion of the Parent Leased Real Property.

(c) The Parent Owned Real Property and the Parent Leased Real Property constitute all real property that is currently used in connection with the business of Parent and its Subsidiaries and that are necessary for the continued operation of the Parent's business as the business is currently conducted.

Section 5.20. Interested Party Transactions. There are no Parent Material Contracts, transactions, indebtedness (except for advances for travel and other reasonable business expenses consistent with past practice) or other arrangement, or any related series thereof, between the Parent or any of its Subsidiaries, on the one hand, and (a) any officer or director of Parent, (b) any record holder or beneficial owner of five percent or more of the voting securities of Parent or (c) any Affiliate or family member of any such officer, director or record holder or beneficial owner on the other hand, in each case, that would be required to be disclosed under Item 404 of Regulation S-K promulgated under the Securities Act.

Section 5.21. Customers and Suppliers. Section 5.21 of the Parent Disclosure Schedule sets forth a complete and correct list of the names of (a) the 10 largest end customers (taking into account shipments to or orders from contract manufacturers who purchased products or services from Parent or its Subsidiaries upon the request of an original equipment manufacturer) of Parent and its Subsidiaries, taken as a whole (based on the volume of purchases from Parent during (i) the fiscal year ended December 30, 2013 and (ii) the 6-month period ended June 30, 2014), and (b) the 10 largest suppliers of Parent and its Subsidiaries, taken as a whole (based on the volume of purchases by Parent during the fiscal year ended December 30, 2013). As of the date of this Agreement, no such customer or supplier has terminated its relationship with Parent or materially reduced or changed the terms of its business with Parent or its Subsidiaries or given notice to Parent or any of its Subsidiaries that it intends to terminate its relationship with Parent or any of its Subsidiaries or materially reduce or change the terms of its business with Parent or any of its Subsidiaries.

Section 5.22. Insurance. Each material insurance policy under which Parent or any of its Subsidiaries is an insured or otherwise the principal beneficiary of coverage is in full force and effect and was in full force and effect during the periods of time such insurance policy purported to be in effect, and Parent is not in material breach or default, and Parent has not taken any action or failed to take any action that, with notice or the lapse of time or both, would constitute such a material breach or default, or permit termination or modification, of any such insurance policies. As of the date of this Agreement, Parent has not received any written notice of cancellation or any other indication that any such insurance policy will not be renewed or that the issuer of any policy is not willing or able to perform its obligations thereunder in any material respect.

Section 5.23. Export Controls; Foreign Corrupt Practices

(a) Parent and its Subsidiaries have not, since January 1, 2012, violated any applicable U.S. Export and Import Laws, or made a voluntary disclosure with respect to any violation of such Laws, except such violations and disclosures that have not been and would not reasonably be expected to be, individually or in the aggregate, material to Parent and its Subsidiaries, taken as a whole. Parent and each of its Subsidiaries (i) has

been and is in compliance with all applicable Foreign Export and Import Laws since January 1, 2012, (ii) to the extent applicable, has prepared and applied for all import and export licenses required in accordance with U.S. Export and Import Laws and Foreign Export and Import Laws for the conduct of its business and (iii) has at all times been in compliance with all applicable Laws relating to trade embargoes and sanctions, except in the cases of clauses (i), (ii) and (iii) where such failure to be in compliance has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Neither Parent nor its Subsidiaries nor any of their respective Representatives has directly or indirectly taken any action in violation of any export restrictions, anti-boycott regulations, embargo regulations or other similar United States or foreign Laws, except such violations that have not been and would not reasonably be expected to be, individually or in the aggregate, material to Parent and its Subsidiaries, taken as a whole. None of Parent's directors, or officers, or, to the Knowledge of Parent, the other Representatives of Parent or any of its Subsidiaries, is a "specially designated national" or blocked Person under United States sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury. Neither Parent nor any of its Subsidiaries has engaged in any business with any Person with whom, or in any country in which, a United States Person is prohibited from so engaging under United States sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury.

(c) Neither Parent nor its Subsidiaries nor, to the Knowledge of Parent, any of their respective Representatives has directly or indirectly offered or paid anything of value to a Foreign Official (as defined in the Foreign Corrupt Practices Act of 1977) for the purpose of obtaining or retaining business or securing an improper advantage.

Section 5.24. Proxy Statement. Subject to the accuracy of the representations and warranties of the Company set forth in Section 4.24, none of the information supplied (or to be supplied) in writing by or on behalf of Parent specifically for inclusion or incorporation by reference in (a) the Form S-4 will, at the time the Form S-4, or any amendment or supplement thereto, is filed with the SEC or at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, and (b) the Proxy Statement will, on the date it is first mailed to the Company Stockholders, and at the time of the Company Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Proxy Statement (except for such portions thereof that relate only to the Company or any Subsidiary of the Company) will comply as to form in all material respects with the applicable requirements of the Exchange Act. Notwithstanding the foregoing, neither Parent nor Merger Sub makes any representation or warranty with respect to information supplied by or on behalf of the Company for inclusion or incorporation by reference in any of the foregoing documents.

Section 5.25. Bridge Financing. Parent has delivered to the Company a true, correct and complete copy of the fully executed commitment letter, dated September 21, 2014, executed and delivered by Parent and JP Morgan Chase Bank N.A., J.P. Morgan Securities LLC, and Barclays Bank PLC and all fee letters associated therewith (such commitment letter and related terms sheets (with all pricing terms redacted (none of which redacted provisions will adversely affect the availability of, or impose conditions on, the availability of the Bridge Financing at the Closing)), together with all annexes, exhibits, schedules and attachments thereto and each such fee letter, in each case, as amended or otherwise modified only to the extent permitted by this Agreement, collectively, the "Commitment Letter") to provide to Parent, subject to the terms and conditions therein, debt financing in an aggregate principal amount set forth therein (being collectively referred to as the "Bridge Financing"). As of the date of this Agreement, the Commitment Letter has not been amended or modified and the respective obligations and commitments contained therein have not been withdrawn, terminated or rescinded in any respect. As of the date of this Agreement, no amendment, restatement, withdrawal, termination or other modification of the Commitment Letter is contemplated. As of the date of this Agreement,

the Commitment Letter, in the form so delivered, is in full force and effect and is a legal, valid and binding obligation of Parent, and to the Knowledge of Parent, the other parties thereto, subject to the Bankruptcy and Equity Exception. Parent has fully paid any and all commitment fees and other fees in connection with the Commitment Letter that are payable on or prior to the date of this Agreement. The net cash proceeds of the Bridge Financing contemplated by the Commitment Letter will, together with cash and cash equivalents available to Parent, be sufficient (A) to consummate the Transactions upon the terms contemplated by this Agreement and to pay all related fees and expenses associated therewith, including payment of all amounts under ARTICLE II and ARTICLE III of this Agreement and (B) to fully satisfy all of the outstanding indebtedness of the Company or any of its Subsidiaries to the extent required to be repaid in connection with the consummation of the Merger and the other Transactions (the aggregate amount described in this sentence is referred to as the "Required Amount"). As of the date of this Agreement, Parent has no reason to believe that any of the conditions precedent to closing of the Bridge Financing will not be satisfied, or that the Bridge Financing will not be made available to the Parent, in each case, at or prior to the Closing. As of the date of this Agreement, no event has occurred which, with or without notice, lapse of time or both, would constitute a default, event of default or breach on the part of Parent under any term or condition of the Commitment Letter or that would permit the financial institutions party thereto to terminate, or to not make the initial funding of the Bridge Financing at or prior to the Closing upon satisfaction of all conditions thereto set forth in, in each case, the Commitment Letter. Except as set forth in the Commitment Letter, there are no (a) conditions precedent to the respective obligations of the lenders specified in the Commitment Letter to fund the full amount of the Bridge Financing at or prior to the Closing; or (b) contractual contingencies under any agreements, side letters or arrangements relating to the Bridge Financing to which any of Parent, Merger Sub or any of their respective Affiliates is a party that would permit the lenders specified in the Commitment Letter to reduce the total amount of the Bridge Financing, or that would materially and adversely affect the availability to Parent of the Bridge Financing at or prior to the Closing.

Section 5.26. Solvency. Immediately after giving effect to the Transactions, Parent and its Subsidiaries (including the Surviving Corporation and its Subsidiaries) shall (a) be able to pay their respective debts as they become due and (b) have adequate capital to carry on their respective businesses.

Section 5.27. Share Issuance. The shares of Parent Common Stock to be issued pursuant to the Transactions have been duly and validly authorized and, when issued to the Company Stockholders pursuant to this Agreement, shall be validly issued, fully paid and non-assessable.

Section 5.28. Brokers. No Person other than J.P. Morgan Securities LLC, the fees of which will be paid by Parent, is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Parent or any of its Subsidiaries.

Section 5.29. Anti-Takeover Laws. None of Parent, Merger Sub or any other affiliate of Parent has been an "interested stockholder" (as such term is used in Section 203 of DGCL) with respect to the Company at any time within three years of the date of this Agreement.

Section 5.30. No Other Representations or Warranties. Except for the representations and warranties contained in ARTICLE IV, Parent acknowledges that none of the Company, the Subsidiaries of the Company or any other Person on behalf of the Company makes any other express or implied representation or warranty whatsoever, and specifically (but without limiting the generality of the foregoing) that none of the Company, the Subsidiaries of the Company or any other Person on behalf of the Company makes any representation or warranty with respect to any projections or forecasts delivered or made available to Parent or any of its Affiliates or Representatives of future revenues, results of operations (or any component thereof), cash flows or financial condition (or any component thereof) of the Company and the Subsidiaries of the Company (including any such projections or forecasts made available to Parent or its Affiliates and Representatives in certain "data rooms" or management presentations in expectation of the Transactions), and Parent has not relied on any such information or any representation or warranty not set forth in ARTICLE IV.

ARTICLE VI

ADDITIONAL COVENANTS AND AGREEMENTS

Section 6.01. Conduct of Business by the Company and Parent.

(a) From the date of this Agreement until the earliest of (i) the Effective Time or (ii) the termination of this Agreement in accordance with its terms, except as required or otherwise expressly permitted or contemplated by this Agreement, as set forth in Section 6.01 of the Company Disclosure Schedule or with the prior written consent of Parent (which consent shall not be unreasonably withheld, delayed or conditioned), the Company shall, and shall cause each of its Subsidiaries to, conduct its business in the ordinary course consistent with past practice and shall use its reasonable best efforts to (i) preserve intact the assets, including manufacturing facilities, and business organization of the Company and its Subsidiaries, (ii) preserve the current beneficial relationships of the Company and its Subsidiaries with any Persons (including suppliers, partners, contractors, distributors, sales representatives, customers, licensors and licensees) with which the Company or any of its Subsidiaries has material business relations, (iii) retain the services of the present officers and key employees of the Company and its Subsidiaries, (iv) comply in all material respects with all applicable Laws and the requirements of all Company Material Contracts and (v) keep in full force and effect all material insurance policies maintained by the Company and its Subsidiaries, other than changes to such policies made in the ordinary course of business consistent with past practice.

(b) From the date of this Agreement until the earliest of (i) the Effective Time or (ii) the termination of this Agreement in accordance with its terms, except as required or otherwise expressly permitted or contemplated by this Agreement, as set forth in Section 6.01 of Parent Disclosure Schedule or with the prior written consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned), Parent shall, and shall cause each of its Subsidiaries to, conduct its business in the ordinary course consistent with past practice and shall use its reasonable best efforts to (i) preserve intact the assets, including manufacturing facilities, and business organization of Parent and its Subsidiaries, (ii) preserve the current beneficial relationships of Parent and its Subsidiaries with any Persons (including suppliers, partners, contractors, distributors, sales representatives, customers, licensors and licensees) with which Parent or any of its Subsidiaries has material business relations, (iii) retain the services of the present officers and key employees of Parent and its Subsidiaries, (iv) comply in all material respects with all applicable Laws and the requirements of all Parent Material Contracts and (v) keep in full force and effect all material insurance policies maintained by Parent and its Subsidiaries, other than changes to such policies made in the ordinary course of business consistent with past practice.

Section 6.02. Restrictions on the Conduct of Business by the Company. From the date of this Agreement until the earliest of (a) the Effective Time or (b) the termination of this Agreement in accordance with its terms, except as required or otherwise expressly permitted or contemplated by this Agreement, as set forth in Section 6.02 of the Company Disclosure Schedule or with the prior written consent of Parent (which consent shall not be unreasonably withheld, delayed or conditioned), the Company shall not, and shall cause each of its Subsidiaries not to:

(a) amend the Company Certificate or Company Bylaws or any other comparable organizational documents;

(b) (i) issue, deliver, sell, grant, dispose of, pledge or otherwise encumber any shares of capital stock of any class or any other ownership interest of the Company or any of its Subsidiaries (the "Company Securities"), or any rights, warrants, options, calls, commitments or any other agreements of any character to purchase or acquire any Company Securities, or any securities or rights convertible into, exchangeable or exercisable for, or evidencing the right to subscribe for, any Company Securities, provided that the Company may issue Company Shares solely upon the exercise or settlement of Company compensatory

equity awards issued under the Company Equity Plans that are outstanding on the date of this Agreement in accordance with their terms as of the date of this Agreement; (ii) adjust, split, combine, subdivide or reclassify any Company Securities; (iii) enter into any Contract with respect to the sale, voting, registration or repurchase of Company Shares or any other Company Securities; or (iv) except as required by the terms of this Agreement, amend (including by reducing an exercise price or extending a term) or waive any of its rights under, or accelerate the vesting under (except as required by the terms of any Company Equity Plan in effect on the date of this Agreement), any provision of the Company Equity Plans or any agreement evidencing any outstanding Company Stock Option, Company Restricted Stock, Company Performance Share Units or any similar or related Contract;

(c) directly or indirectly acquire or agree to acquire in any transaction (including by merger, consolidation or acquisition of stock or assets) (i) the equity interest in any Person or division or business of any Person, or (ii) other than the acquisition of raw materials, supplies and equipment in the ordinary course of business consistent with past practice, the property or assets of any Person;

(d) sell, pledge, dispose of, transfer, abandon, allow to lapse or expire, lease, license, mortgage or otherwise encumber or subject to any Lien (including pursuant to a sale-leaseback transaction or an asset securitization transaction) (other than a Permitted Lien) any properties, rights or assets (including Company Securities), except (i) sales of inventory in the ordinary course of business consistent with past practices, (ii) transfers among the Company and its Subsidiaries and (iii) dispositions of obsolete or other assets not used in or not material to the Company or its Subsidiaries, in the aggregate, which such assets have a net book value of not more than $5,000,000 in the aggregate;

(e) sell, pledge, dispose of, transfer, abandon, allow to lapse or expire, lease, license, mortgage or otherwise encumber or subject to any Lien (other than a Permitted Lien) any Company Intellectual Property or Company Technology that is material, individually or in the aggregate, to the Company and its Subsidiaries, taken as a whole;

(f) declare, set aside, make or pay any dividend or other distribution, whether payable in cash, stock, property or otherwise, in respect of the Company Shares or any other Company Securities, other than dividends by any direct or indirect Subsidiary of the Company only to the Company or any wholly owned Subsidiary of the Company;

(g) (i) increase in any manner the compensation of any of its directors or officers or enter into, establish, amend or terminate, or increase any compensation or benefits under, any employment, consulting, retention, change in control, collective bargaining, bonus or other incentive compensation, profit sharing, health or other welfare, stock option or other equity (or equity-based), pension, retirement, vacation, severance, deferred compensation or other compensation or benefit plan, policy, agreement, trust, fund or arrangement with, for or in respect of any stockholder, director, officer, other employee, consultant or Affiliate, other than (A) as required pursuant to applicable Law or the terms of a Company Equity Plan (correct and complete copies of which have been made available to Parent) or (B) increases in salaries, wages and benefits of employees (other than officers or directors) made in the ordinary course of business; (ii) grant any severance or termination benefits to any director, officer, employee, independent contractor or consultant of the Company or any of its Subsidiaries, except as required under the terms of any Company Plan or as required by applicable Law; (iii) take any action to accelerate the vesting or payment, or fund or in any other way secure the payment of, compensation or benefits under any Company Plan to the extent not required by the terms of such Company Plan as in effect on the date of this Agreement; (iv) enter into, establish, amend or terminate any Company Plan, policy, agreement, trust, fund or arrangement with, for or in respect of any stockholder, director, officer, other employee, consultant or Affiliate of the Company or any of its Subsidiaries; or (v) change any actuarial or other assumptions used to calculate funding obligations with respect to any Company Plan or change the manner in which contributions to such Company Plans are made or the basis on which such contributions are determined;

(h) announce, implement or effect any material reduction in force, lay-off, early retirement program, severance program or other program or effort concerning the termination of employment of employees of the Company or any of its Subsidiaries unless the Company provides written notice to Parent of the Company's intent to announce, implement or effect any such material termination at least 10 Business Days prior thereto and provides Parent the opportunity to consult with the Company regarding such material termination;

(i) communicate in a writing that is intended for broad dissemination to the Company's employees regarding compensation, benefits or other treatment they will receive in connection with or following the Merger, unless any such communications are consistent with prior guidelines or documentation provided to the Company by Parent (in which case, the Company shall provide Parent with prior notice of and the opportunity to review and comment upon any such communications);

(j) other than in the ordinary course of business consistent with past practice or borrowings under existing credit facilities, incur, create, assume or otherwise become liable for any indebtedness for borrowed money (including the issuance of any debt security and the assumption or guarantee of obligations of any Person), including through borrowings under any of the Company's existing credit facilities, or enter into a "keep well" or similar agreement, or issue or sell options, warrants, calls or other rights to acquire any debt securities of the Company or any of its Subsidiaries;

(k) make any material changes in financial accounting methods, principles or practices (or change an annual accounting period), except insofar as may be required by GAAP, applicable Law or regulatory guidelines;

(l) release, assign, compromise, settle or agree to settle any Action or claim in respect of any threatened Action (including any Action or claim in respect of any threatened Action relating to this Agreement or the Transactions), other than releases, assignments, compromises or settlements that do not create obligations of the Company or any of its Subsidiaries other than the payment of monetary damages (i) equal to or less than the amounts reserved with respect thereto on the Company SEC Reports filed prior to the date of this Agreement or (ii) not in excess of $500,000 for any individual Action and $2,000,000 in the aggregate;

(m) (i) make or commit to any capital expenditures that involve the purchase of real property or (ii) make any capital expenditures in excess of the amounts specified in Section 6.02(m) of the Company Disclosure Schedule;

(n) renew any material lease or sublease for Company Leased Real Property unless the Company provides written notice to Parent of the Company's intent to renew any such material lease or sublease at least 10 Business Days prior thereto and provides Parent the opportunity to consult with the Company regarding such renewal;

(o) (i) enter into any Company Material Contract or terminate any Company Material Contract, (ii) materially modify, amend, waive any right under or renew any Company Material Contract, other than in the ordinary course of business consistent with past practice, (iii) enter into or extend the term or scope of any Contract that purports to restrict the Company, or any of its Subsidiaries or Affiliates or any successor thereto, from engaging or competing in any line of business or in any geographic area or (iv) enter into any Contract that would be breached by, or require the consent of any other Person in order to continue in full force following, consummation of the Transaction, provided that nothing in this Section 6.02(o) shall preclude the Company or its Subsidiaries from entering into Company Material Contracts with customers or suppliers in the ordinary course of business consistent with past practices;

(p) make any investment (by contribution to capital, property transfers, purchase of securities or otherwise) in, or loan or advance (other than travel and similar advances to its employees in the ordinary course of business consistent with past practice) to, any Person in excess of $1,000,000 individually,

other than a direct or indirect wholly-owned Subsidiary of the Company in the ordinary course of business and consistent with past practice;

(q) take any action that (i) would reasonably be expected to impose any material delay in the obtaining of, or significantly increase the risk of not obtaining, any authorizations, consents, orders, declarations or approvals of any Governmental Authority necessary to consummate the Transactions or the expiration or termination of any applicable waiting period or (ii) would be reasonably expected to increase the risk of any Governmental Authority entering an injunction or other legal restraint prohibiting or impeding the consummation of the Transaction;

(r) merge or consolidate the Company or any of its Subsidiaries with any Person or adopt a plan of complete or partial liquidation or resolutions providing for a complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries; or

(s) authorize any of, or commit, resolve, propose or agree in writing or otherwise to take any of, the foregoing actions.

Nothing contained in this Agreement will give Parent, directly or indirectly, the right to control or direct the Company's and its Subsidiaries' operations prior to the Effective Time in violation of applicable Law. Prior to the Effective Time, the Company will exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its operations and the operations of its Subsidiaries.

Section 6.03. Restrictions on the Conduct of Business by Parent. From the date of this Agreement until the earliest of (a) the Effective Time or (b) the termination of this Agreement in accordance with its terms, except as required or otherwise expressly permitted or contemplated by this Agreement, as set forth in Section 6.03 of the Parent Disclosure Schedule or with the prior written consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned), Parent shall not, and shall cause each of its Subsidiaries not to:

(a) amend the Parent Certificate or Parent Bylaws or any other comparable organizational documents;

(b) (i) issue, deliver, sell, grant, dispose of, pledge or otherwise encumber any shares of capital stock of any class or any other ownership interest of Parent or any of its Subsidiaries (the "Parent Securities"), or any rights, warrants, options, calls, commitments or any other agreements of any character to purchase or acquire any Parent Securities, or any securities or rights convertible into, exchangeable or exercisable for, or evidencing the right to subscribe for, any Parent Securities, provided that Parent may issue shares of Parent Common Stock and issue compensatory equity awards under the Parent Equity Plans as in effect on the date of this Agreement in accordance with their terms as of the date of this Agreement; (ii) adjust, split, combine, subdivide or reclassify any Parent Securities; (iii) enter into any Contract with respect to the sale, voting, registration or repurchase of shares of Parent Common Stock or any other Parent Securities; or (iv) except as required by the terms of this Agreement and except in the ordinary course of business consistent with past practice, amend (including by reducing an exercise price or extending a term) or waive any of its rights under, or accelerate the vesting under (except as required by the terms of any Parent Equity Plan in effect on the date of this Agreement), any provision of the Parent Equity Plans or any agreement evidencing any outstanding awards, thereunder or any similar or related Contract;

(c) declare, set aside, make or pay any dividend or other distribution, whether payable in cash, stock, property or otherwise, in respect of the shares of Parent Common Stock or any other Parent Securities, other than dividends by any direct or indirect Subsidiary of Parent only to Parent or any wholly owned Subsidiary of Parent;

(d) make any material changes in financial accounting methods, principles or practices (or change an annual accounting period), except insofar as may be required by GAAP, applicable Law or regulatory guidelines;

(e) take any action that (i) would reasonably be expected to impose any material delay in the obtaining of, or significantly increase the risk of not obtaining, any authorizations, consents, orders, declarations or approvals of any Governmental Authority necessary to consummate the Transactions or the expiration or termination of any applicable waiting period or (ii) would be reasonably expected to increase the risk of any Governmental Authority entering an injunction or other legal restraint prohibiting or impeding the consummation of the Transaction;

(f) merge or consolidate Parent (or, except with another Subsidiary, any of its Subsidiaries) with any Person or adopt a plan of complete or partial liquidation or resolutions providing for a complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or any of its material Subsidiaries;

(g) other than in connection with Replacement Financing, take any action or enter into any transaction, including any merger, acquisition, joint venture, disposition, lease, contract or debt or equity financing that would reasonably be expected to materially impair, delay or prevent the Bridge Financing contemplated by the Commitment Letter; or

(h) authorize any of, or commit, resolve, propose or agree in writing or otherwise to take any of, the foregoing actions.

Nothing contained in this Agreement will give the Company, directly or indirectly, the right to control or direct Parent's and its Subsidiaries' operations prior to the Effective Time in violation of applicable Law. Prior to the Effective Time, Parent will exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its operations and the operations of its Subsidiaries.

Section 6.04. Company Proxy Statement; Company Stockholders' Meeting.

(a) As soon as practicable following the date of this Agreement, the Company and Parent shall prepare and the Company shall file with the SEC the Proxy Statement and the Company and Parent shall prepare and Parent shall file with the SEC the Form S-4, in which the Proxy Statement will be included as a prospectus. Each of the Company and Parent shall use its reasonable best efforts to have the Form S-4 declared effective under the Securities Act as promptly as practicable after such filing and keep the Form S-4 effective for so long as necessary to consummate the Transactions. The Company shall use its reasonable best efforts to cause the Proxy Statement to be mailed to the Company Stockholders as promptly as practicable after the Form S-4 is declared effective under the Securities Act. No filing of, or amendment or supplement to, the Form S-4 will be made by Parent, and no filing of, or amendment or supplement to, the Proxy Statement will be made by the Company, in each case without providing the other Party a reasonable opportunity to review and comment thereon. If at any time prior to the Effective Time any information relating to the Company or Parent, or any of their respective Affiliates, directors or officers, should be discovered by the Company or Parent which should be set forth in an amendment or supplement to either the Form S-4 or the Proxy Statement, so that either such document would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Party which discovers such information shall promptly notify the other Parties and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by Law, disseminated to the Company Stockholders. The Parties shall notify each other promptly of the receipt of any comments from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Proxy Statement or the Form S-4 or for additional information and shall supply each other with copies of (i) all correspondence between it or any of its Representatives, on the one hand,

and the SEC or the staff of the SEC, on the other hand, with respect to the Proxy Statement, the Form S-4 or the Transactions and (ii) all orders of the SEC relating to the Form S-4.

(b) The Company shall take all actions necessary in accordance with applicable Law, Orders and the Company Certificate and the Company Bylaws (i) to duly call, give notice of, convene and hold a special meeting of its stockholders as promptly as practicable, and in any event (to the extent permissible under applicable Law and Orders) as soon as practicable following the mailing of the definitive Proxy Statement to the Company Stockholders (but in no event later than 45 calendar days following the date of such mailing), for the purpose of considering the adoption of this Agreement (the "Company Stockholders' Meeting") and (ii) unless the Company Board shall have effected an Adverse Recommendation Change in accordance with Section 6.06(d), (A) include in the Proxy Statement the Company Board's recommendation that the holders of the Company Shares vote in favor of the adoption of this Agreement (which recommendation shall be deemed a part of the Company Board Recommendation) and (B) use its reasonable best efforts to solicit from the Company Stockholders proxies in favor of the adoption of this Agreement and secure the vote or consent of the Company Stockholders as required by the rules of NASDAQ, the DGCL or other applicable Law to effect the Merger. The Company shall give Parent no less than 10 Business Days' advance notice (or such shorter period of time as notice is provided to NASDAQ) of the date which shall be set as the "record date" for the Company Stockholders eligible to vote on this Agreement and the Transactions. The Company shall consult with Parent regarding the date of the Company Stockholders' Meeting and shall not postpone or adjourn the Company Stockholders' Meeting without the prior written consent of Parent; provided, however, that nothing herein shall prevent the Company from postponing or adjourning the Company Stockholders' Meeting if and to the extent that: (i) there are holders of an insufficient number of Company Shares present or represented by a proxy at the Company Stockholders' Meeting to constitute a quorum at the Company Stockholders' Meeting and the Company uses its reasonable best efforts during any such postponement or adjournment to obtain such a quorum as soon as practicable, (ii) the Company is required to postpone or adjourn the Company Stockholders' Meeting by applicable Law or Order or a request from the SEC or its staff and the Company uses its reasonable best efforts to hold or resume the Company Stockholders' Meeting as soon as practicable, or (iii) the Company Board shall have determined in good faith (after consultation with outside legal counsel and Parent) that it is required by Law to postpone or adjourn the Company Stockholders' Meeting, including in order to give Company Stockholders sufficient time to evaluate any information or disclosure that the Company has sent to the Company Stockholders or otherwise made available to the Company Stockholders by issuing a press release or filing materials with the SEC; provided that (A) the preceding clause (iii) shall not apply to allow a postponement or adjournment for any information or disclosure related to an Acquisition Proposal (including any Superior Proposal) and (B) no postponement or adjournment may be to a date on or after five Business Days prior to the Outside Date.

(c) The Company shall ensure that the Company Stockholders' Meeting is called, noticed, convened, held and conducted, and that all Persons solicited in connection with the Company Stockholders' Meeting are solicited, in compliance with all applicable Law and Orders.

(d) Without limiting the generality of the foregoing, the Company agrees that (i) its obligation to duly call, give notice of, convene and hold the Company Stockholders' Meeting shall not be affected by the withdrawal, amendment or modification of the Company Board Recommendation and (ii) its obligations pursuant to this Section 6.04 shall not be affected by the commencement, public proposal, public disclosure or communication to the Company of any Acquisition Proposal (whether or not a Superior Proposal). Unless this Agreement is terminated in accordance with Section 8.01, the Company agrees that it shall not submit to the vote of the Company Stockholders any Acquisition Proposal (whether or not a Superior Proposal) prior to the vote of the Company Stockholders with respect to the Merger at the Company Stockholders' Meeting.

Section 6.05. Access to Information; Confidentiality.

(a) Subject to applicable Laws relating to the exchange of information, from the date of this Agreement until the earlier to occur of the Effective Time and the termination of this Agreement in

accordance with its terms, each of the Company and Parent shall, and shall cause its Subsidiaries and its Representatives to, afford the other and its Representatives (including Parent's financing sources and their respective Representatives) reasonable access during normal working hours upon reasonable advance notice to all of its officers, employees, agents, assets, properties, offices, plants and other facilities, books and records and shall timely furnish the other with such financial, operating, business, financial condition, projections and other data and information as the other or its Representatives (including Parent's financing sources, through their Representatives), may reasonably request. Each of the Company and Parent shall, and shall cause its Subsidiaries and its Representatives to, provide to the other Party and its Representatives (including Parent's financing sources) information that is complete and correct in all material respects and does not and will not, when taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which such statements are made, not misleading.

(b) Any investigation conducted pursuant to the access contemplated by this Section 6.05 shall be conducted in a manner that does not unreasonably interfere with the conduct of the business of any of Parent, the Company or any of their respective Subsidiaries or damage or destroy any property or assets of any of Parent, the Company or any of their respective Subsidiaries. All information obtained by the Company, Parent or Merger Sub pursuant to this Section 6.05 shall be held confidential in accordance with the Nondisclosure Agreement, dated August 11, 2014 (the "Confidentiality Agreement"), between Parent and the Company; provided that nothing herein or in the Confidentiality Agreement shall prevent Parent or its financing sources from using all information obtained pursuant to this Section 6.05 or Section 6.09 as necessary and appropriate to consummate the Bridge Financing and/or Replacement Financing except that material, non-public information may not be included without the Company's prior written consent, unless such material, non-public information has been provided specifically for inclusion in the Bridge Financing or the Replacement Financing.

(c) After the date of this Agreement, Parent and the Company shall cooperate to establish a mechanism acceptable to both Parent and the Company by which Parent will be permitted, prior to the Effective Time or the Termination Date, as the case may be, and subject to applicable Law, to communicate directly with the Company employees regarding employee related matters.

(d) This Section 6.05 shall not require either the Company or Parent to permit any access, or to disclose any information, that in the reasonable, good faith judgment (after consultation with outside counsel) of such Party would reasonably be expected to result in (i) any violation of any Contract or Law to which such Party or its Subsidiaries is a party or is subject or cause any privilege (including attorney-client privilege) which such Party or any of its Subsidiaries would be entitled to assert to be undermined with respect to such information and such undermining of such privilege could in such Party's good faith judgment (after consultation with outside counsel) adversely affect in any material respect such Party's position in any pending or, what such Party believes in good faith (after consultation with outside counsel) could reasonably be expected to be, future litigation or (ii) if such Party or any of its Subsidiaries, on the one hand, and the other or any of its Subsidiaries, on the other hand, are adverse parties in a litigation, such information being reasonably pertinent thereto; provided that, in the cases of clause (i), the Parties shall cooperate in seeking to find a way to allow disclosure of such information (including by entering into a joint-defense or similar agreement) to the extent doing so (1) would not (in the good faith belief of the Party being requested to disclose the information (after consultation with outside counsel)) reasonably be likely to result in the violation of any such Contract or Law or reasonably be likely to cause such privilege to be undermined with respect to such information or (2) could reasonably (in the good faith belief of the Party being requested to disclose the information (after consultation with outside counsel)) be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of the other Party shall be provided access to such information; provided, further, that the Party being requested to disclose the information shall (x) notify the other that such disclosures are reasonably likely to violate its or its Subsidiaries' obligations under any such Contract or Law or are reasonably likely to cause such privilege to be undermined, (y) communicate to the other in reasonable detail the facts giving rise to such notification and the subject matter of such information (to the extent it is able to do so in accordance

with the first proviso in this Section 6.05(d)) and (z) in the case where such disclosures are reasonably likely to violate its or its Subsidiaries' obligations under any Contract, use reasonable commercial efforts to seek consent from the applicable third party to any such Contract with respect to the disclosures prohibited thereby (to the extent not otherwise expressly prohibited by the terms of such Contract).

(e) No investigation, or information received, pursuant to this Section 6.05 will modify any of the representations and warranties of the Parties.

Section 6.06. No Solicitation.

(a) The Company shall, and shall cause its Subsidiaries and Representatives to, immediately cease and terminate, or cause to be terminated, any and all discussions, solicitations, encouragements or negotiations with any Person conducted heretofore with respect to an Acquisition Proposal and shall promptly request (or, to the extent the Company is contractually permitted to do so, require) the return or destruction of all copies of confidential information previously provided to such parties by or on behalf of the Company, its Subsidiaries or Representatives. From the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement in accordance with Section 8.01, subject to Section 6.06(b), the Company shall not, and shall cause its Subsidiaries and Representatives not to, directly or indirectly, (i) solicit, initiate, cause, knowingly facilitate or encourage (including by way of furnishing information) the submission of any inquiries, proposals or offers or any other efforts or attempts that constitute or may reasonably be expected to lead to any Acquisition Proposal, or engage in any discussions or negotiations with respect thereto or otherwise cooperate with or assist or participate in, or knowingly facilitate or encourage, any such inquiries, proposals, discussions or negotiations, or resolve to or publicly propose to take any of the foregoing actions, (ii) approve or recommend, or resolve to or publicly propose to approve or recommend, any Acquisition Proposal or enter into any merger agreement, agreement-in-principle, letter of intent, share purchase agreement, asset purchase agreement, share exchange agreement, option agreement or other similar agreement relating to an Acquisition Proposal or enter into any letter of intent, agreement or agreement-in-principle requiring the Company (whether or not subject to conditions) to abandon, terminate or fail to consummate the Merger or (iii) (A) withdraw, modify or qualify in a manner adverse to Parent or Merger Sub the Company Board Recommendation or the approval or declaration of advisability by the Company Board of this Agreement and the Transactions (including the Merger) or (B) approve or recommend, or resolve to or publicly propose to approve or recommend, any Acquisition Proposal (any action described in clause (A) or (B) being referred to as an "Adverse Recommendation Change").

(b) Notwithstanding anything to the contrary contained in Section 6.06(a), if at any time following the date of this Agreement and prior to obtaining the Company Stockholder Approval, (i) the Company has received from a third party a written, bona fide Acquisition Proposal, (ii) a breach by the Company of this Section 6.06 has not contributed to the making of such Acquisition Proposal, (iii) the Company Board determines in good faith, after consultation with its financial advisors and outside counsel, that such Acquisition Proposal constitutes or is reasonably likely to lead to a Superior Proposal and (iv) after consultation with its outside counsel, the Company Board determines in good faith that failure to take such action would constitute a breach by the Company Board of its fiduciary duties to the Company Stockholders under applicable Law, then the Company may, subject to clauses (x), (y) and (z) below, (A) furnish confidential information with respect to the Company and its Subsidiaries to the Person making such Acquisition Proposal and (B) participate in discussions or negotiations with the Person making such Acquisition Proposal regarding such Acquisition Proposal; provided, however, that the Company (x) will not, and will not allow its Representatives to, disclose any non-public information to such Person unless the Company first enters into an Acceptable Confidentiality Agreement with such Person, (y) will promptly (and in any event within 24 hours) provide to Parent notice of its intention to enter into such Acceptable Confidentiality Agreement and (z) will promptly (and in any event within 24 hours) provide to Parent any and all non-public information delivered to such Person which was not previously provided to Parent.

(c) From and after the date of this Agreement and prior to the Effective Time, the Company shall promptly (and in any event within 24 hours) notify Parent, in writing, in the event that the Company or any of its Subsidiaries or Representatives receives (i) any Acquisition Proposal or indication by any Person that it is considering making an Acquisition Proposal, (ii) any request for non-public information in contemplation of an Acquisition Proposal relating to the Company or any of its Subsidiaries or (iii) any inquiry or request for discussions or negotiations regarding any Acquisition Proposal. The Company shall provide Parent promptly (and in any event within 24 hours) with the identity of such Person and a copy of such Acquisition Proposal, indication, inquiry or request (or, where such Acquisition Proposal is not in writing, a written description of the Company's understanding of the material terms and conditions of such Acquisition Proposal, indication, inquiry or request), including any modifications thereto. The Company shall keep Parent reasonably informed on a current basis (and in any event no later than 24 hours after the occurrence of any material changes, developments, discussions or negotiations) of the status of any Acquisition Proposal, indication, inquiry or request (including the material terms and conditions thereof and of any material modification thereto), and any material developments, discussions and negotiations, including furnishing copies of any written inquiries, correspondence and draft documentation, and written summaries of any material oral inquiries or discussions. Without limiting the foregoing, the Company shall promptly (and in any event within 24 hours) notify Parent in writing if it determines to begin providing information or to engage in discussions or negotiations concerning an Acquisition Proposal in accordance with Section 6.06(b) and shall in no event begin providing such information or engaging in such discussions or negotiations prior to providing such notice. The Company shall not, and shall cause its Subsidiaries and Representatives not to, enter into any Contract with any Person subsequent to the date of this Agreement that would restrict the Company's ability to provide such information relating to the Company or any of its Subsidiaries to Parent, and neither the Company nor any of its Subsidiaries is currently party to any Contract that prohibits the Company from providing the information relating to the Company or any of its Subsidiaries described in this Section 6.06(c) to Parent. The Company (x) shall not, and shall cause its Subsidiaries not to, terminate, waive, amend or modify any provision of, or grant permission or request under, any standstill or confidentiality agreement to which it or any of its Subsidiaries is or becomes a party and (y) shall, and shall cause its Subsidiaries to, use reasonable best efforts to enforce the provisions of any such agreement.

(d) Notwithstanding anything in Section 6.06(a) to the contrary, if (i) the Company receives from a third party a written, bona fide Acquisition Proposal, (ii) a breach by the Company of this Section 6.06 has not contributed to the making of such Acquisition Proposal and (iii) the Company Board determines in good faith, after consultation with its financial advisors and outside counsel, that such Acquisition Proposal constitutes a Superior Proposal after giving effect to all of the adjustments to the terms of this Agreement which may be offered by Parent, including pursuant to clause (III) below, the Company Board may at any time prior to the Effective Time, if it determines in good faith, after consultation with its outside counsel, that failure to take such action would constitute a breach by the Company Board of its fiduciary duties to the Company Stockholders under applicable Law, (x) effect an Adverse Recommendation Change and/or (y) terminate this Agreement to enter into a definitive agreement with respect to such Superior Proposal; provided, however, that the Company shall not terminate this Agreement pursuant to the foregoing clause (y), and any purported termination pursuant to the foregoing clause (y) shall be void and of no force or effect, unless in advance of or concurrently with such termination the Company (A) pays, or causes to be paid, the Termination Fee to Parent in immediately available funds and (B) concurrently with such termination enters into the Alternative Acquisition Agreement; provided, further, however, that the Company Board may not effect an Adverse Recommendation Change pursuant to the foregoing clause (x) or terminate this Agreement pursuant to the foregoing clause (y) unless (I) the Company shall not have breached this Section 6.06 in a manner that contributed to the making of such Superior Proposal, (II) the Company shall have provided prior written notice to Parent, at least five Business Days in advance (the "Notice Period"), of its intention to take such action with respect to such Superior Proposal, which notice shall specify the material terms and conditions of any such Superior Proposal (including the identity of the party making such Superior Proposal), and shall have contemporaneously provided to Parent a copy of any proposed definitive agreement(s) with respect to such Superior Proposal (the "Alternative Acquisition Agreement"), (III) prior to effecting such Adverse

Recommendation Change or terminating this Agreement to enter into an Alternative Acquisition Agreement with respect to such Superior Proposal, the Company shall, and shall cause its financial advisors and outside counsel to, during the Notice Period, negotiate with Parent in good faith (to the extent Parent desires to negotiate) to make such adjustments in the terms and conditions of this Agreement so that such Acquisition Proposal ceases to constitute a Superior Proposal and (IV) following any negotiation described in the immediately preceding clause (III), such Acquisition Proposal (taking into account any changes to the terms of this Agreement agreed to or proposed by Parent in connection with the negotiations required by clause (III)) continues to constitute a Superior Proposal. In the event of any material revisions to the terms of an Acquisition Proposal after the start of the Notice Period, the Company shall be required to deliver a new written notice to Parent and to comply with the requirements of this Section 6.06(d) with respect to such new written notice, and the Notice Period shall be deemed to have re-commenced on the date of such new notice.

(e) Notwithstanding anything in Section 6.06(a) to the contrary, if (i) a material development or change in circumstances in the business, results of operations or financial condition of the Company and its Subsidiaries (other than and not related to an Acquisition Proposal) that was neither known to nor reasonably foreseeable by the Company Board (assuming, for such purpose, reasonable consultation with the executive officers of the Company) on or prior to the date of this Agreement occurs or arises after the date of this Agreement and prior to obtaining the Company Stockholder Approval (such development or change, an "Intervening Event"), (ii) the Intervening Event did not result or arise from a material breach of any provision of this Agreement and (iii) the Company Board determines in good faith, after consultation with its outside counsel, that, in light of the existence of such Intervening Event, the failure to make an Adverse Recommendation Change would constitute a breach by the Company Board of its fiduciary duties to the Company Stockholders under applicable Law, the Company Board may, at any time prior to the Company Stockholder Approval, effect an Adverse Recommendation Change, provided that the Company Board shall not make an Adverse Recommendation Change in light of the existence of such Intervening Event unless (A) the Company has provided to Parent at least five Business Days prior written notice of its intention to take such action with respect to such Intervening Event, which notice shall specify, in reasonable detail, the facts underlying the Company Board's determination that an Intervening Event has occurred and the rationale and basis for such Adverse Recommendation Change, (B) the Company shall, and shall cause its financial advisors and outside counsel to, during such five Business Day notice period, negotiate with Parent in good faith (to the extent Parent desires to negotiate) to make such adjustments in the terms and conditions of this Agreement so as to obviate the need for an Adverse Recommendation Change as a result of the Intervening Event and (C) following any negotiation described in the immediately preceding clause (B), the Company Board determines in good faith, after consultation with its outside counsel, that the failure to make such Adverse Recommendation Change in light of such Intervening Event (taking into account any changes to the terms of this Agreement agreed to or proposed by Parent in connection with the negotiations required by the immediately preceding clause (B)) would constitute a breach of its fiduciary duties to the Company Stockholders under applicable Law. In the event of any material change in the circumstances of such Intervening Event or the occurrence of another Intervening Event, the Company shall be required to deliver a new written notice to Parent and to comply with the requirements of this Section 6.06(e) with respect to such new written notice.

(f) Any breaches by any of the Representatives of the Company of the restrictions set forth in this Section 6.06 applicable to the Company's Subsidiaries or Representatives shall be deemed to be a breach of the restrictions set forth in this Section 6.06 by the Company for all purposes of this Agreement.

(g) Nothing contained in this Section 6.06 shall prohibit the Company Board from taking and disclosing to the Company Stockholders a position contemplated by Rule 14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act; provided, however, that any disclosure other than (i) a "stop, look and listen" or similar communication of the type contemplated by Rule 14d-9(f) under the Exchange Act, (ii) an express rejection of any applicable Acquisition Proposal or (iii) an express reaffirmation of the Company Board Recommendation together with a factual description of events or actions leading up to such disclosure that have been taken by the Company and that are permitted under this Section 6.06

or actions taken or notices delivered to Parent by the Company that are required by this Section 6.06, shall, in each case, be deemed to be an Adverse Recommendation Change (including for purposes of Section 8.01(f)).

(h) The Company shall not take any action to exempt any Person (other than Parent, Merger Sub and their respective Affiliates) from the provisions of "control share acquisitions" contained in any Anti-Takeover Law or otherwise cause such restrictions not to apply, in each case unless such actions are taken simultaneously with a termination of this Agreement pursuant to Section 8.01(h).

Section 6.07. Employee Matters.

(a) From the Effective Time until the date that is 12 months after the Closing Date, Parent shall cause the compensation and benefits package provided to the employees of the Company and its Subsidiaries as of the Effective Time under the Company Plans listed on Section 4.12(a) of the Company Disclosure Schedule (the "Company Employees") to be substantially comparable to the compensation and benefits package, in the aggregate, provided to (i) the Company Employees immediately prior to the Effective Time and (ii) similarly situated Parent employees, in each case excluding for purposes of this comparison any equity-based compensation; provided, however, that during such 12-month period, Parent or the Surviving Corporation, as the case may be, may reduce the compensation or benefits of such Company Employees if such reductions in compensation or benefits are made equitably and as part of an across-the-board reduction applicable to all employees within the United States.

(b) From and after the Effective Time, Parent shall cause the Surviving Corporation to comply in all material respects with its obligations under all employment and severance agreements listed on Section 4.12(a) of the Company Disclosure Schedule that are in effect as of the Effective Time, in each case, subject to the terms and conditions of each such agreement.

(c) For purposes of eligibility, vesting and, solely with respect to severance and vacation, level of benefit entitlement (but in no event for purposes of benefit accrual or eligibility for retiree medical or other retiree welfare benefits) under the Parent Plans, each Company Employee shall, subject to applicable Law and applicable Tax qualification requirements, be credited with his or her years of service with the Company and its Subsidiaries and their respective predecessors before the Effective Time, to the same extent as such Company Employee was entitled, before the Effective Time, to credit for such service under any similar Plans in which such Company Employee participated or was eligible to participate immediately prior to the Effective Time; provided, however, that the foregoing shall not apply to the extent that its application would result in a duplication of benefits.

(d) For purposes of each Parent Plan providing medical, dental, pharmaceutical or vision benefits to any Company Employee, Parent shall use reasonable best efforts to cause all pre-existing condition exclusions and actively-at-work requirements of such Parent Plan to be waived for such Company Employee and his or her covered dependents, unless such conditions would not have been waived under a similar Plan in which such Company Employee participated immediately prior to the Effective Time and Parent shall use reasonable best efforts to cause any eligible expenses incurred by such employee and his or her covered dependents under the Parent Plans during the portion of the plan year of the Parent Plan ending on the date such employee's participation in the corresponding Parent Plan begins to be taken into account under such Parent Plan for purposes of satisfying all deductible and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such Parent Plan.

(e) At Parent's election, the Company shall terminate, effective as of the day immediately preceding the Effective Time, any and all 401(k) Plans sponsored or maintained by the Company. In such event, Parent shall receive from the Company evidence that the Company's Plan(s) and/or program(s) have been terminated pursuant to resolutions of the Company Board or a committee thereof (the form and substance of

which shall be subject to review and approval of Parent), effective as of the day immediately preceding the Effective Time.

(f) Notwithstanding the foregoing, nothing contained in this Section 6.07 shall (i) be treated as an amendment of any particular Plan, (ii) give any third party any right to enforce the provisions of this Section 6.07 or (iii) require Parent or any of its Affiliates to (A) maintain any particular Plan or (B) retain the employment of any particular employee.

Section 6.08. Directors' and Officers' Indemnification and Insurance of the Surviving Corporation.

(a) To the fullest extent permitted by applicable Law, Parent shall cause the Surviving Corporation to honor all of the Company's obligations to indemnify and hold harmless each person who is now, or has been at any time prior to the date of this Agreement or who becomes prior to the Effective Time an officer or director of the Company or any of its Subsidiaries (each an "Indemnified Party") as provided in the Company Certificate or Company Bylaws, in each case, as in effect on the date of this Agreement, or pursuant to any other agreements in effect on the date of this Agreement, accurate and complete copies of which have been provided to Parent and are listed in Section 6.08(a) of the Company Disclosure Schedule, including provisions relating to the advancement of expenses incurred in the defense of any Action or as permitted under applicable Law. Parent's obligation under this Section 6.08(a) shall survive the Merger and shall remain in full force and effect for a period of not less than six years after the Effective Time. During such period, Parent shall guarantee the obligations of the Surviving Corporation with respect to any and all amounts payable under this Section 6.08.

(b) In addition to Parent's indemnification obligations pursuant to Section 6.08(a) above, prior to the Effective Time, the Company shall purchase a "tail" officers' and directors' liability insurance policy, which by its terms shall survive the Merger and shall provide each Indemnified Party with coverage for not less than six years following the Effective Time on terms and conditions no less favorable than the terms of the directors' and officers' liability insurance policy currently maintained by the Company (a correct and complete copy of which has been made available to Parent) in respect of actions or omissions of such officers and directors prior to the Effective Time in their capacities as such; provided, however, that in no event shall the Company expend more than 300% of the current annual premium paid by the Company for such policy to purchase the "tail" policy (the "Maximum Amount"); provided, further, however, that if the amount of the annual premiums necessary to procure such insurance coverage exceeds the Maximum Amount, the Company shall spend up to the Maximum Amount to purchase such lesser coverage as may be obtained with such Maximum Amount. The Indemnified Parties may be required to make reasonable application and provide reasonable and customary representations and warranties to applicable insurance carriers for the purpose of obtaining such insurance.

(c) The obligations of Parent and the Surviving Corporation under this Section 6.08 shall survive the consummation of the Merger and shall not be terminated or modified in such a manner as to adversely affect any Indemnified Party to whom this Section 6.08 applies without the consent of such affected Indemnified Party (it being expressly agreed that the Indemnified Parties to whom this Section 6.08 applies shall be third party beneficiaries of this Section 6.08, each of whom may enforce the provisions of this Section 6.08).

(d) If Parent or the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or Surviving Corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of Parent or the Surviving Corporation, as the case may be, shall assume the obligations set forth in this Section 6.08.

Section 6.09. Financing Arrangements.

(a) Except to the extent Parent (or an Affiliate of Parent) has consummated Replacement Financing, subject to the terms and conditions of this Agreement, Parent will use its reasonable best efforts to

take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange and obtain the Bridge Financing, if necessary, at or prior to the Closing on the terms and conditions described in the Commitment Letter, and, without the Company's prior written consent, will not permit any amendment or modification to be made to, or any waiver of any provision or remedy under, the Commitment Letter if such amendment, modification or waiver would (i) reduce the aggregate amount of the Bridge Financing as provided in the Commitment Letter as of the date of this Agreement (except to the extent of any consummated Replacement Financing), or (ii) impose new or additional conditions, or otherwise amend, modify or expand any conditions, in each case, to the receipt by Parent at or prior to the closing of the Bridge Financing; provided, however, that Parent and Merger Sub may (i) amend the Commitment Letter to add lenders, lead arrangers, bookrunners, syndication agents or similar entities who had not executed the Commitment Letter as of the date of this Agreement if the addition of such parties individually or in the aggregate, would not reasonably be expected to materially delay or prevent the consummation of the Bridge Financing or the Closing or (ii) otherwise amend or replace the Commitment Letter so long as (A) such amendment does not impose terms or conditions that would reasonably be expected to materially delay or prevent the Closing, (B) the terms are not, taken as a whole, materially less favorable to Parent or Merger Sub than those in the Commitment Letter as in effect on the date of this Agreement and (C) with respect to replacements, the replacement debt commitments otherwise satisfy the terms and conditions of an Alternative Financing set forth below. In the event of such amendment or replacement of the Commitment Letter as permitted by the proviso to the immediately preceding sentence, the financing under such amended or replaced Commitment Letter will be deemed to be "Bridge Financing" as such term is used in this Agreement. Except to the extent Parent (or an Affiliate of Parent) has consummated Replacement Financing, Parent shall notify the Company as soon as reasonably practicable if, at any time prior to the Closing Date, (i) the Commitment Letter shall expire or be terminated for any reason, (ii) any financing source that is a party to the Commitment Letter notifies Parent that such source no longer intends to provide financing to Parent or (iii) for any reason Parent no longer believes in good faith that it will be able to obtain any of the Bridge Financing substantially on the terms described in the Commitment Letter. Parent will use its reasonable best efforts to (i) maintain in effect the Commitment Letter (including any definitive agreements entered into in connection therewith), (ii) satisfy when required by the Commitment Letter as in effect on the date of this Agreement all conditions in the Commitment Letter applicable to Parent and Merger Sub to obtaining the Bridge Financing at or prior to the Closing, (iii) negotiate and enter into definitive agreements with respect to the Commitment Letter on terms and conditions contained in the Commitment Letter or consistent in all material respects with the Commitment Letter at or prior to the Closing (such definitive agreements, together with the Commitment Letter, the "Financing Agreements") and promptly upon execution thereof provide complete executed copies of such definitive agreements to the Company, (iv) upon satisfaction of the conditions contained in the Commitment Letter, consummate the Bridge Financing at or prior to the Closing and (v) fully enforce its rights under the Commitment Letter. Parent will keep the Company reasonably informed on a timely basis of the status of Parent's and Merger Sub's efforts to arrange the Bridge Financing and to satisfy the conditions thereof, including, upon Company's reasonable request, advising and updating the Company, in a reasonable level of detail, with respect to status, proposed closing date under the Financing Agreements (which shall be at or prior to the Closing) and material terms of the material definitive documentation for the Bridge Financing, provided that, except as required by Section 6.05, in no event will Parent be under any obligation to disclose any information that is subject to attorney-client or similar privilege if Parent shall have used reasonable best efforts to disclose such information in a way that would not waive such privilege.

(b) Except to the extent Parent has consummated Replacement Financing, if the Commitment Letter shall expire or terminate for any reason, or if any portion of that amount of the Bridge Financing necessary to consummate the Transactions becomes reasonably likely to be unavailable on the material terms and conditions contemplated by the applicable Financing Agreements, (i) Parent will promptly notify the Company and (ii) Parent will use its reasonable best efforts to arrange and obtain, as promptly as practicable following the occurrence of such event, a new debt financing commitment that provides for a debt financing, the net cash proceeds of which, together with cash and cash equivalents available to Parent, will be sufficient to consummate the Transactions and to pay the Required Amount, in each case, with conditions not materially less favorable, taken as a whole, to Parent, Merger Sub and the Company than the conditions set forth in the

Commitment Letter as in effect on the date of this Agreement, which new commitment shall include a termination date not earlier than the Outside Date ("Alternative Financing"). In such event, (i) the term "Bridge Financing" as used in this Agreement will be deemed to include the Alternative Financing, (ii) the term "Commitment Letter" will be deemed to include any commitment letters, together with all annexes, exhibits, schedules and attachments thereto, and all term sheets and fee letters related thereto, in each case, with respect to the Alternative Financing, and (iii) the term "Financing Agreements" will be deemed to include any definitive agreement with respect to the Alternative Financing. Parent shall accept any such commitment letters if the funding conditions and other terms and conditions contained therein are not materially adverse to Parent in comparison with those contained in the Commitment Letter as in effect on the date of this Agreement.

(c) Prior to the Closing, and without limiting its obligations pursuant to Section 6.05(a), the Company shall, and shall cause its Subsidiaries to, and shall use its reasonable best efforts to cause their respective Representatives to, in each case, provide to Parent all cooperation reasonably requested by Parent in connection with the arrangement and consummation of the Bridge Financing and/or Replacement Financing (including the satisfaction of the conditions precedent set forth therein), including, without limitation (in each case, to the extent reasonably requested):

(i) participating in a reasonable number of meetings, presentations, road shows, due diligence sessions, drafting sessions and sessions between senior management and prospective lenders, investors and rating agencies;

(ii) assisting with the preparation by Parent of materials for rating agency presentations (and assisting in the obtaining of corporate, credit and facility ratings by Parent from ratings agencies), offering documents, private placement memoranda, bank information memoranda and similar documents required in connection with such financing and all documentation and, if required in writing by Parent at least 10 Business Days prior to the Closing Date, furnish Parent within three Business Days of the Closing Date all information required in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the U.S.A. Patriot Act of 2001;

(iii) using its reasonable best efforts to (A) execute and deliver any pledge and security documents, currency or interest hedging arrangements, other definitive financing documents, and any other documents reasonably requested by Parent in connection with facilitating the pledge of collateral, including Intellectual Property, in each case provided such documents, arrangements and other financing documents are effective following the Closing and are conditioned on consummation of the Merger, and (B) seek to obtain the consent of accountants for use of their reports in any materials relating to the Replacement Financing;

(iv) (A) furnishing to Parent and its financing sources all audited and unaudited financial statements, business and other financial data, audit reports and other information regarding the Company of the type customarily included in offering memoranda for private placements pursuant to Rule 144A under the Securities Act (other than (i) separate financial statements and footnote disclosures with respect to guarantors required by Rule 3-10 of Regulation S-X under the Securities Act, it being understood that customary non-guarantor financial information on a percentage basis shall be provided, and (ii) separate financial statements with respect to subsidiaries pursuant to Rule 3-16 of Regulation S-X under the Securities Act), to consummate a Rule 144A offering of debt securities (provided that Parent shall be responsible for the preparation of pro forma financial statements), and such information shall be of the type and form that would be necessary for the investment banks to receive from the Company's independent accountants customary (for high yield debt securities) "comfort" (including "negative assurance" comfort) with respect to the financial information to be included in such offering documents and other pertinent information regarding the Company and its Subsidiaries as may be reasonably requested in writing by Parent; and (B) furnishing to Parent and its financing sources information required in connection with confidential information memoranda and the lenders' presentation in respect of the Bridge Financing or Replacement Financing, in each case customarily used for the syndication of either such financing;

(v) providing customary authorization and management representation letters representing (without any knowledge or similar qualifier) that the information contained in any confidential information memorandum or lender presentation does not include any material non-public information about the Company and its Subsidiaries and designating the information provided to Parent's financing sources as suitable to be made available to lenders who do not wish to receive such material non-public information;

(vi) providing monthly financial statements (excluding footnotes) of the Company to the extent the Company customarily prepares such financial statements and pursuant to the historical practices of the Company;

(vii) using reasonable best efforts to assist Parent in obtaining accountants' comfort letters, consents, surveys, legal opinions from local outside counsel (and not internal counsel) and title insurance as reasonably requested by Parent for the Bridge Financing and/or Replacement Financing; and

(viii) subject to Section 6.05, taking all actions reasonably necessary to (A) permit the prospective lenders involved in the Bridge Financing and/or Replacement Financing to evaluate the Company and its Subsidiaries' current assets, cash management and accounting systems, policies and procedures relating thereto for the purpose of establishing collateral arrangements, (B) establish bank and other accounts and blocked account agreements and lock box arrangements in connection with the Bridge Financing to take effect at the Closing, and (C) permit representatives of the prospective lenders to conduct commercial field examinations, inventory appraisals and an appraisal of the owned real estate, and use commercially reasonable efforts to make audits and appraisals available to the Parent for purposes of the Bridge Financing, provided, however, that notwithstanding the foregoing provisions of this clause (vi), in no event shall Parent or any such lender be permitted to contact any customer, vendor or supplier of the Company or any of its Subsidiaries without the Company's prior written consent.

Nothing in this Section 6.09(c) shall require such cooperation to the extent it would interfere unreasonably with the business or operations of the Company or its Subsidiaries. Neither the Company nor any of its Subsidiaries shall be required pursuant to this Section 6.09(c) to enter into or perform under any certificate, agreement, document or other instrument that is not contingent upon the Closing or that would be effective prior to the Effective Time (other than the authorization letters and representation letters referred to in clause (iv) above). Notwithstanding the foregoing, under no circumstance shall the Company or its Subsidiaries be required to authorize (and Parent and none of Parent's financing sources or any other lender to Parent is permitted to make), any pre-filing of any UCC-1's or other documents which create Liens. None of the Company or any of its Subsidiaries shall be required to take any action pursuant to this Section 6.09(c) that would subject it to actual or potential liability for which it would not be indemnified hereunder or to bear any cost or expense or to pay any commitment or other similar fee or make any other payment (other than reasonable out-of-pocket costs) or provide or agree to provide any indemnity in connection with the Bridge Financing, Replacement Financing or any of the foregoing prior to the Effective Time. Parent shall, promptly upon request by the Company, reimburse the Company for all reasonable out-of-pocket costs incurred by the Company or its Subsidiaries in connection with this Section 6.09(c). Parent shall indemnify and hold harmless the Company, its Subsidiaries and their respective Representatives from and against any and all liabilities suffered or incurred by any of their officers, directors or employees in connection with the Bridge Financing or Replacement Financing, except to the extent such liabilities arose out of or resulted from (i) information provided by or on behalf of the Company or any of its Subsidiaries or any of its or their respective Representatives or (ii) the gross negligence, fraud, bad faith, willful misconduct, intentional misrepresentation, or intentional breach of this Agreement by the Company, any of its Subsidiaries or any of its or their respective Representatives. The Company hereby consents to the use of its and its Subsidiaries' logos in connection with the Bridge Financing or Replacement Financing, provided that such logos shall be used solely in a manner that is not intended or reasonably likely to harm, disparage or otherwise adversely affect the Company or any of its Subsidiaries.

(d) Parent and Merger Sub acknowledge and agree that the obtaining of the Bridge Financing or Replacement Financing is not a condition to the Closing. For the avoidance of doubt, if the Bridge Financing or Replacement Financing has not been obtained, Parent will continue to be obligated, subject to the fulfillment or waiver of the conditions set forth in ARTICLE VII, to complete the Merger and consummate the other Transactions.

(e) If requested by Parent, the Company shall provide reasonable cooperation to Parent and Merger Sub in arranging for, at the Closing, the termination or redemption of (i) the indebtedness of the Company set forth on Section 6.09(e) of the Company Disclosure Schedule and (ii) any other indebtedness of the Company and its Subsidiaries, together with the procurement of customary payoff letters in connection therewith; provided that in no event shall this Section 6.09(e) require the Company to cause any indebtedness of the Company and its Subsidiaries to be terminated unless (i) the Company has received from Parent funds to pay in full the payoff amount for any such indebtedness and (ii) Parent has agreed to and has provided backstop letters of credit or cash collateralized any existing letters of credit and guarantees and hedging arrangements and other bank products thereunder in a manner reasonably satisfactory to the lenders or holders of such indebtedness, to the extent applicable.

Section 6.10. Further Action; Efforts.

(a) Prior to the Effective Time, the Company shall use its reasonable best efforts to obtain any consents, approvals or waivers of third parties with respect to any Contracts to which the Company or any of its Subsidiaries is a party as may be necessary or appropriate for the consummation of the Transactions or required by the terms of any Contract as a result of the execution, performance or consummation of the Transactions. Subject to the terms and conditions of this Agreement, prior to the Effective Time, each of the Company, Parent and Merger Sub shall, as promptly as practicable, use its reasonable best efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary, proper or advisable under applicable Law to consummate the Transactions. In furtherance and not in limitation of the foregoing, each of the Company, Parent and Merger Sub shall (i) make all appropriate filings and submissions (and filings and submissions considered by Parent to be advisable) under the HSR Act and with any other Governmental Authority pursuant to any other applicable Antitrust Laws or otherwise, as promptly as practicable, but in no event later than 10 Business Days after the date of this Agreement with respect to filing under the HSR Act, and shall make as promptly as practicable any other appropriate submissions under other applicable Antitrust Laws, (ii) use reasonable best efforts to obtain as promptly as practicable the termination of any waiting period under the HSR Act and any applicable foreign Antitrust Laws, (iii) cooperate and consult with each other in (A) determining which filings are required to be made prior to the Effective Time with, and which material consents, approvals, permits, notices or authorizations are required to be obtained prior to the Effective Time from, Governmental Authorities in connection with the execution and delivery of this Agreement and consummation of the Transactions and (B) timely making all such filings and timely seeking all such consents, approvals, permits, notices or authorizations.

(b) In connection with, and without limiting, the efforts referenced in Section 6.10(a), each of the Company, on the one hand, and Parent and Merger Sub, on the other hand, will (i) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) keep the other reasonably informed of any communication received by it from, or given by it to, the Federal Trade Commission (the "FTC"), the Antitrust Division of the Department of Justice (the 'DOJ") or any other United States or foreign Governmental Authority and of any communication received or given in connection with any proceeding by a private party, in each case regarding the Transactions and (iii) permit the other to review any communication given by it to, and consult with each other in advance of any meeting or conference with, the FTC, the DOJ or any other Governmental Authority (other than the Defense Security Service) or, in connection with any proceeding by a private party, with any other Person, and to the extent permitted by the FTC, the DOJ or such other applicable Governmental Authority (other than the Defense Security Service) or other Person, give the other the opportunity to attend and participate in such meetings and conferences.

(c) In furtherance and not in limitation of the covenants of the Parties contained in Section 6.10(a) and Section 6.10(b), if any objections are asserted with respect to the Transactions under any Antitrust Law or if any suit is instituted (or threatened to be instituted) by the FTC, the DOJ or any other applicable Governmental Authority or any private party challenging any of the Transactions as violative of any Antitrust Law or which would otherwise prevent, materially impede or materially delay the consummation of the Transactions, each of Parent, Merger Sub and the Company shall use its reasonable best efforts to resolve any such objections or suits so as to permit consummation of the Transactions, including in order to resolve such objections or suits which, in any case if not resolved, could reasonably be expected to prevent, materially impede or materially delay the consummation of the Transactions.

(d) In the event that any administrative or judicial action or proceeding is instituted (or threatened to be instituted) by a Governmental Authority or private party challenging the Merger or any other Transaction, each of Parent, Merger Sub and the Company shall cooperate in all respects with each other and use its respective reasonable best efforts to vigorously contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other Order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Transactions; provided, however, that no Party shall make any offer, acceptance or counter-offer to, or otherwise engage in discussions with, any Governmental Authority with respect to any proposed settlement, consent decree, commitment or remedy, or, in the event of litigation, discovery, admissibility of evidence, timing or scheduling, except as specifically requested or agreed to by the other Parties, which agreement shall not be unreasonably withheld, delayed or conditioned. Each Party shall use its reasonable best efforts to provide full and effective support the other Parties in all material respects in all such negotiations and discussions to the extent reasonably requested by any such other Party.

(e) Notwithstanding the foregoing or any other provision of this Agreement, (i) nothing in this Section 6.10 shall limit a Party's right to terminate this Agreement pursuant to Section 8.01 and (ii) nothing in this Agreement shall obligate Parent, Merger Sub or any of their respective Affiliates to agree to (A) sell, hold separate or otherwise dispose of all or a portion of its respective business, assets or properties, or conduct its business in a specified manner, (B) pay any amounts (other than the payment of filing fees and expenses and fees of counsel), or grant any counterparty to any Contract any material accommodation, (C) commence or defend any Action or claim in respect of any threatened Action, (D) limit in any manner whatsoever the ability of such entities to conduct, own, operate or control any of their respective businesses, assets or properties or of the businesses, properties or assets of the Company and its Subsidiaries or (E) waive any of the conditions set forth in ARTICLE VII of this Agreement. Without the prior written consent of Parent, none of the Company or any of its Subsidiaries shall, in response to any objections asserted with respect to the Transactions under any Antitrust Law or any suit instituted (or threatened to be instituted) by the FTC, the DOJ or any other applicable Governmental Authority or any private party challenging any of the Transactions as violative of any Antitrust Law, (A) sell, hold separate or otherwise dispose of all or a portion of their respective businesses, assets or properties, or conduct their business in a specified manner, (B) pay any amounts (other than the payment of filing fees and expenses and fees of counsel), or grant any counterparty to any Contract any material accommodation, (C) commence or defend any Action or claim in respect of any threatened Action or (D) limit in any manner whatsoever the ability of such entities to conduct, own, operate or control any of their respective businesses, assets or properties.

(f) Without limiting the generality of Section 6.10(a), each of Parent and the Company shall use its reasonable best efforts to submit a draft joint voluntary notice and, following the receipt of any comments thereto, a final joint voluntary notice, to CFIUS (the "Exon-Florio Filing") as promptly as reasonably practicable following the date of this Agreement. Parent and the Company shall cooperate in preparing, pre-filing and filing with CFIUS a joint voluntary notice of the Transactions in accordance with applicable Law. Each of Parent and the Company shall use its reasonable best efforts to respond as promptly as reasonably practicable (but in any event within the time required to avoid possible rejection or deferred acceptance of the Exon-Florio Filing under

31 C.F.R. § 800.403) to any inquiries or requests received from CFIUS in connection with such joint voluntary notice. Each of Parent and the Company shall use its reasonable best efforts to obtain the CFIUS Approval.

Section 6.11. Public Announcements. The Parties agree that no public release or announcement concerning the Transactions shall be issued by a Party without the prior consent of the other Parties (which consent shall not be unreasonably withheld, delayed or conditioned), except as such release or announcement may be required by applicable Law or rules of NASDAQ, in which case the Party required to make the release or announcement shall use its reasonable best efforts to allow the other Parties reasonable time to comment on such release or announcement in advance of such issuance. The Parties have agreed upon the form of a joint press release announcing the Transactions and the execution of this Agreement.

Section 6.12. Anti-Takeover Laws. If any Anti-Takeover Law is or may become applicable to any Transaction, (a) the Parties shall use reasonable best efforts to take such actions as are reasonably necessary so that the Transactions may be consummated as promptly as practicable on the terms contemplated hereby and (b) the Company Board shall take all actions necessary to render such statutes inapplicable to any Transaction.

Section 6.13. Securityholder Litigation. The Company shall give Parent the opportunity to participate in the defense or settlement of any securityholder litigation against the Company and/or its directors relating to the Transactions, and no such settlement shall be agreed to without Parent's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned).

Section 6.14. Notification of Certain Matters. The Company shall give prompt notice to Parent and Merger Sub and Parent and Merger Sub shall give prompt notice to the Company of (a) any written notice or other communication received from any Person alleging that the consent of such Person is required in connection with the Transactions, (b) any notice from any Governmental Authority in connection with the Transactions, (c) any Actions or claims commenced or, to such Party's Knowledge, threatened against, relating to or involving or otherwise affecting such Party or any of its Subsidiaries that relate to the Transactions, (d) the discovery of any fact or circumstance, or the occurrence or non-occurrence of any event, that would cause any representation or warranty made by such Party contained in this Agreement to be, with respect to the Company, untrue or inaccurate such that the condition set forth in Section 7.02(a) would not be satisfied, and with respect to Parent and Merger Sub, untrue or inaccurate such that the condition set forth in Section 7.03(a) would not be satisfied, and (e) any material failure of such Party to comply with or satisfy any covenant or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 6.14 shall not (i) cure any breach of, or non-compliance with, any other provision of this Agreement or (ii) limit the remedies available to the Party receiving such notice.

Section 6.15. Company and Parent SEC Reports.

(a) From the date of this Agreement to the Effective Time, the Company shall timely file with the SEC all Company SEC Reports required to be filed by it under the Exchange Act or the Securities Act. As of its filing date, or if amended after the date of this Agreement, as of the date of the last such amendment, each such Company SEC Report shall fully comply with the applicable requirements of the Exchange Act and the Securities Act, as the case may be. As of its filing date or, if amended after the date of this Agreement, as of the date of the last such amendment, each such Company SEC Report filed pursuant to the Exchange Act shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. Each Company SEC Report that is a registration statement, as amended or supplemented, if applicable, filed after the date of this Agreement pursuant to the Securities Act, as of the date such registration statement or amendment became effective after to the date of this Agreement, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

(b) From the date of this Agreement to the Effective Time, Parent shall timely file with the SEC all Parent SEC Reports required to be filed by it under the Exchange Act or the Securities Act. As of its filing date, or if amended after the date of this Agreement, as of the date of the last such amendment, each such Parent SEC Report shall fully comply with the applicable requirements of the Exchange Act and the Securities Act, as the case may be. As of its filing date or, if amended after the date of this Agreement, as of the date of the last such amendment, each such Parent SEC Report filed pursuant to the Exchange Act shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. Each Parent SEC Report that is a registration statement, as amended or supplemented, if applicable, filed after the date of this Agreement pursuant to the Securities Act, as of the date such registration statement or amendment became effective after to the date of this Agreement, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

Section 6.16. Section 16 Matters. Prior to the Effective Time, the Company shall take all such steps as may be required to cause any dispositions of Company Shares (including Company Stock Options or any other derivative securities with respect to Company Shares) by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company, to be exempt under Rule 16b-3 promulgated under the Exchange Act, such steps to be taken in accordance with the interpretive guidance set forth by the SEC.

Section 6.17. Listing. Parent shall timely make all required notifications to NASDAQ and shall take all other actions necessary in connection with listing on NASDAQ of shares of Parent Common Stock to be issued in connection with the Share Issuance.

Section 6.18. Adoption of this Agreement. Immediately following execution and delivery of this Agreement by the Parties, Parent, as the sole stockholder of Merger Sub, will adopt this Agreement and, promptly thereafter, deliver to the Company a copy of the written consent reflecting the adoption of this Agreement by Parent as the sole stockholder of Merger Sub or the minutes of the stockholders meeting of Merger Sub at which this Agreement was adopted.

ARTICLE VII

CONDITIONS TO THE MERGER

Section 7.01. Conditions to the Obligations of Each Party. The obligations of the Company, Parent and Merger Sub to consummate the Merger are subject to the satisfaction or waiver in writing to the extent permitted by applicable Law at or prior to the Effective Time of the following conditions:

(a) Stockholder Approval. The Company Stockholder Approval shall have been obtained.

(b) Antitrust Consents. (i) Any applicable waiting period under the HSR Act shall have expired or been earlier terminated and (ii) any affirmative approval of a Governmental Authority required under any other Antitrust Law set forth in Section 7.01(b) of the Company Disclosure Schedule shall have been obtained or deemed to have been obtained under such applicable Antitrust Law.

(c) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction or other Order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger shall be in effect; nor shall there be any statute, rule, regulation or Order enacted, entered, or enforced that prevents or prohibits the consummation of the Merger.

(d) CFIUS Approval. The Parties shall have obtained CFIUS Approval.

(e) Form S-4. The Form S-4 shall have become effective under the Securities Act and no stop order suspending the effectiveness of the Form S-4 shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the SEC.

Section 7.02. Conditions to Obligations of Parent and Merger Sub. The obligations of each of Parent and Merger Sub to effect the Merger are also subject to the satisfaction or waiver by Parent at or prior to the Effective Time of the following conditions:

(a) The representations and warranties of the Company contained in this Agreement shall be true and correct as of the date of this Agreement and at and as of the Closing (without regard to any qualifications therein as to materiality or Company Material Adverse Effect), as though made at and as of such time (or, if made as of a specific date, at and as of such date), except for such failures to be true and correct as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect; provided that notwithstanding the foregoing, (i) the representations and warranties of the Company contained in Section 2.07, Section 4.01, Section 4.02, Section 4.05, Section 4.10(b), Section 4.23, Section 4.25 and Section 4.26 shall be true and correct as of the date of this Agreement and at and as of the Closing (except in the case of Section 4.10(b), without regard to any qualifications therein as to materiality or Company Material Adverse Effect) as though made at and as of such time (or, if made as of a specific date, at and as of such date), in all material respects, and (ii) the representations and warranties of the Company contained in Section 4.04 shall be true and correct (other than de minimus inaccuracies) as of the date of this Agreement and at and as of the Closing as though made at and as of such time (or, if made as of a specific time, at and as of such date).

(b) The Company shall have performed in all material respects all obligations and agreements contained in this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Since the date of this Agreement, there shall not have been any event, occurrence, condition, change, development, state of facts or circumstance that has had, or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(d) Parent shall have received a certificate of the Company, dated as of the Closing Date, signed by the chief executive officer and chief financial officer of the Company to evidence satisfaction of the conditions set forth in Section 7.02(a), (b) and (c).

Section 7.03. Conditions to Obligations of the Company. The obligations of the Company to effect the Merger is also subject to the satisfaction or waiver by the Company at or prior to the Effective Time of the following conditions:

(a) The representations and warranties of Parent and Merger Sub contained in this Agreement shall be true and correct as of the date of this Agreement and at and as of the Closing (without regard to any qualifications therein as to materiality or Parent Material Adverse Effect), as though made at and as of such time (or, if made as of a specific date, at and as of such date), except for such failures to be true and correct as has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect; provided that notwithstanding the foregoing, (i) the representations and warranties of Parent and Merger Sub contained in Section 5.01, Section 5.02, Section 5.03(a), Section 5.04, Section 5.05, Section 5.10(b), Section 5.23, Section 5.26, Section 5.27 and Section 5.28 shall be true and correct as of the date of this Agreement and at and as of the Closing (except in the case of Section 5.10(b), without regard to any qualifications therein as to materiality or Parent Material Adverse Effect) as though made at and as of such time (or, if made as of a specific date, at and as of such date), in all material respects, and (ii) the representations and warranties of the Company contained in Section 5.04 shall be true and correct (other than de minimus inaccuracies) as of the date of this Agreement and at and as of the Closing as though made at and as of such time (or, if made as of a specific time, at and as of such date).

(b) Each of Parent and Merger Sub shall have performed in all material respects all obligations and agreements contained in this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Since the date of this Agreement, there shall not have been any event, occurrence, condition, change, development, state of facts or circumstance that has had, or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(d) The Company shall have received a certificate of Parent, dated as of the Closing Date, signed by the chief executive officer and chief financial officer of Parent to evidence satisfaction of the conditions set forth in Section 7.03(a), (b) and (c).

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

Section 8.01. Termination. This Agreement may be terminated and the Transactions may be abandoned at any time prior to the Effective Time, whether before or after obtaining the Company Stockholder Approval, as follows (the date of any such termination, the "Termination Date"):

(a) by mutual written consent of Parent and the Company;

(b) by either Parent or the Company, if the Effective Time shall not have occurred on or before the date that is nine months after the date of this Agreement (the "Outside Date"); provided, however, that the right to terminate this Agreement under this Section 8.01(b) shall not be available to a Party whose failure to fulfill any obligation under this Agreement caused the failure of the Effective Time to occur on or before such date; provided, further, that if on the Outside Date, one or more of the conditions to Closing set forth in Section 7.01(b), Section 7.01(d) or Section 7.01(c) (but for purposes of Section 7.01(c) only if such restraint or prohibition is attributable to an Antitrust Law or Exon-Florio or otherwise seeking approval under an Antitrust Law or CFIUS Approval) (collectively, the "Regulatory Conditions") shall not have been fulfilled, but all other conditions to Closing shall be or shall be capable of being fulfilled, then Parent or the Company shall be entitled to extend the Outside Date by a period of up to three additional months by written notice to the other Parties;

(c) by either Parent or the Company, if any Governmental Authority shall have (i) enacted, issued, promulgated or enforced any Law that makes consummation of the Merger illegal or otherwise prohibited or (ii) enacted, issued, promulgated, enforced or entered any Order which has the effect of making the consummation of the Merger illegal or otherwise preventing or prohibiting consummation of the Merger;

(d) by Parent, if (i) there shall have occurred any event, occurrence, condition, change, development, state of facts or circumstance that, individually or in the aggregate, have had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect or (ii) there shall have been a breach or inaccuracy of any representation, warranty, covenant or agreement on the part of the Company contained in this Agreement, which breach or inaccuracy (A) would give rise to the failure of a condition set forth in Section 7.02(a) or Section 7.02(b) and (B) is incapable of being cured or has not been cured prior to the Outside Date; provided, however, that neither Parent nor Merger Sub is then in material breach of any representation, warranty or covenant under this Agreement;

(e) by either Parent or the Company, if the Company Stockholders' Meeting (including any adjournment or postponement thereof) has concluded, the Company Stockholders have voted and the Company Stockholder Approval was not obtained; provided, however, that the right to terminate this Agreement pursuant to this Section 8.01(e) shall not be available to the Company if it has not materially complied with its obligations under Section 6.01 and Section 6.04;

(f) by Parent, if (i) an Adverse Recommendation Change shall have occurred, (ii) the Company Board or any committee thereof (A) shall not have rejected any Acquisition Proposal (which, for purposes of this Section 8.01(f)(ii), "Acquisition Proposal" shall have the meaning assigned thereto in Section 1.01 except that references in the definition to "15%" and "85%" shall be replaced by "50%") within ten Business Days of the making thereof or (B) shall have failed to publicly reconfirm the Company Board Recommendation within four days after receipt of a written request from Parent that it do so if such request is made following the making by any Person of an Acquisition Proposal or (iii) the Company shall have violated or breached in any material respect any of its obligations under Section 6.06; provided, however, that the right to terminate this Agreement pursuant to this Section 8.01(f) shall not be available to Parent if the Company Stockholder Approval has been obtained;

(g) by the Company, if (i) there shall have occurred any event, occurrence, condition, change, development, state of facts or circumstance that have had or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect or (ii) there shall have been a breach or inaccuracy of any representation, warranty, covenant or agreement on the part of Parent or Merger Sub contained in this Agreement, which breach or inaccuracy (A) would give rise to the failure of the condition set forth in Section 7.03(a) or Section 7.03(b) and (B) is incapable of being cured or has not been cured prior to the Outside Date;provided, however, that the Company is not then in material breach of any representation, warranty or covenant under this Agreement; or

(h) by the Company in accordance with Section 6.06(d).

Section 8.02. Effect of Termination. In the event of the termination of this Agreement pursuant to Section 8.01, this Agreement shall forthwith become void, and there shall be no liability under this Agreement on the part of any Party except that the provisions of the last sentence of Section 6.05(b), Section 6.09(c), this Section 8.02, Section 8.03 and ARTICLE IX shall survive any such termination; provided, however, that nothing herein shall relieve any Party from liability for any intentional breach of any of its representations, warranties, covenants or agreements set forth in this Agreement prior to such termination.

Section 8.03. Fees and Expenses.

(a) Except as otherwise set forth in this Section 8.03, all fees and expenses incurred in connection with the Transactions, including all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the Transactions, shall be the obligation of the respective Party incurring such fees and expenses, whether or not the Merger is consummated (it being agreed that the Company and Parent shall each bear and pay one half of (i) the expenses incurred in connection with the filing and printing of the Form S-4 and Proxy Statement included therein and for mailing it to Company Stockholders, and (ii) all required filing fees under the HSR Act).

(b) In the event this Agreement shall be terminated:

(i) by (A) the Company pursuant to Section 8.01(h) or (B) Parent pursuant to Section 8.01(f), the Company shall pay to Parent the Termination Fee; or

(ii) (A) by Parent or the Company pursuant to Section 8.01(b) or by Parent pursuant to Section 8.01(d) or Section 8.01(e), (B) at or prior to the date of termination, an Acquisition Proposal shall have been made known to the Company or shall have been made directly to the Company Stockholders generally or any Person shall have publicly announced an intention to make an Acquisition Proposal (whether or not conditional or withdrawn) and (C) concurrently with such termination or within 12 months following such termination, the Company enters into an Alternative Acquisition Agreement to consummate or consummates a transaction contemplated by any Acquisition Proposal, then the Company shall pay, or cause to be paid, to Parent

the Termination Fee upon the earlier to occur of the Company's entering into an Alternative Acquisition Agreement or the consummation of such Acquisition Proposal. For purposes of this Section 8.03(b)(ii), "Acquisition Proposal" shall have the meaning assigned thereto in Section 1.01 except that references in the definition to "15%" and "85%" shall be replaced by "50%."

(c) In the event this Agreement shall be terminated by Parent or the Company pursuant to Section 8.01(e) after a Bona Fide Proposal shall have been made, the Company shall promptly pay to Parent all documented out-of-pocket costs and expenses incurred by Parent and Merger Sub in connection with this Agreement and the Transactions up to a maximum amount equal to $4,000,000 (the "Expense Reimbursement"); provided that in the event the Expense Reimbursement is paid and a Termination Fee is thereafter payable pursuant to Section 8.03(b)(ii), the Termination Fee otherwise payable shall be reduced by the amount of the Expense Reimbursement.

(d) In the event this Agreement shall be terminated by Parent or the Company pursuant to Section 8.01(b) (but for purposes of Section 8.01(b) only if one or more of the Regulatory Conditions has not been satisfied prior to the date of termination) or Section 8.01(c) (but for purposes of Section 8.01(c) only if such illegality or prohibition is attributable to an Antitrust Law or Exon-Florio or otherwise seeking approval under an Antitrust Law or CFIUS Approval) and all of the conditions to Closing set forth in ARTICLE VII (other than (i) the conditions set forth in Section 7.01(b), Section 7.01(c) (but for purposes of Section 7.01(c) only if such restraint or prohibition is attributable to an Antitrust Law or Exon-Florio or otherwise seeking approval under an Antitrust Law or CFIUS Approval) or Section 7.01(d) and (ii) those other conditions that, by their nature, cannot be satisfied until the Closing Date, but, in the case of clause (ii), which conditions could be satisfied if the Closing Date were the date of such termination) have been satisfied or waived on or prior to the date of such termination, then Parent shall pay to the Company the Reverse Breakup Fee. Notwithstanding anything to the contrary contemplated in this Agreement, in the event the Closing does not occur and the Company has the right to receive the Reverse Breakup Fee pursuant to this Section 8.03(d), such Reverse Breakup Fee, together with applicable costs of collection, if any, payable pursuant to Section 8.03(e) shall be the exclusive remedies of the Company against Parent and Merger Sub for any loss, cost, liability or expense relating to or arising under this Agreement or the Transactions, including the failure of Parent and Merger Sub to consummate the Merger; provided, however, that nothing in this Section 8.03(d) shall relieve Parent or Merger Sub from any liability for, or eliminate or preclude any remedies of the Company against Parent or Merger Sub in respect of, any intentional breach of this Agreement by Parent or Merger Sub prior to the termination of this Agreement.

(e) The Company, Parent and Merger Sub each acknowledge that the agreements contained in this Section 8.03 are an integral part of the Agreement and the Transactions and that, without these agreements, the other Parties would not enter into this Agreement. Except with respect to Section 8.01(h) (in which case the Termination Fee shall be paid by the Company in accordance with Section 6.06(d)) or in the case where the Termination Fee is payable pursuant to Section 8.03(b)(ii) (in which case the Termination Fee shall be paid by the Company in accordance with Section 8.03(b)(ii)), the Termination Fee, Expense Reimbursement or Reverse Breakup Fee, as applicable, shall be paid by Parent or the Company, as applicable, as directed by Parent or the Company in writing in immediately available funds promptly following (and in any event within two Business Days after) the date of the event giving rise to the obligation to make such payment. In the event that the Company or Parent, as applicable, shall fail to pay the Termination Fee, Expense Reimbursement or Reverse Breakup Fee required pursuant to this Section 8.03 when due, such Termination Fee, Expense Reimbursement or Reverse Breakup Fee, as the case may be, shall accrue interest for the period commencing on the date such Termination Fee, Expense Reimbursement or Reverse Breakup Fee, as the case may be, became past due, at the rate of interest per annum equal to the "Prime Rate" as set forth on the date such payment became past due in The Wall Street Journal "Money Rates" column plus 350 basis points. In addition, if a Party shall fail to pay any Termination Fee, Expense Reimbursement or Reverse Breakup Fee, as the case may be, when due, such Party shall also pay to the Party entitled to such Termination Fee, Expense Reimbursement or Reverse Breakup Fee, as applicable, such non-paying Party's costs and expenses (including attorneys' fees) incurred in connection with efforts to collect such Termination Fee, Expense Reimbursement or Reverse Breakup Fee, as the case may be.

For the avoidance of doubt and notwithstanding any other provision of this Agreement to the contrary, in no event will a Party be obligated to pay a Termination Fee, Expense Reimbursement or Reverse Breakup Fee, as the case may be, on more than one occasion.

(f) Notwithstanding anything to the contrary herein, the Company, its Subsidiaries and the Representatives and Affiliates of the Company and its Subsidiaries shall not have any rights or claims against any Parent financing source (including, without limitation, the parties to the Commitment Letter) in connection with the Transactions, including the Bridge Financing or any Replacement Financing, whether at law or equity, in contract, in tort or otherwise.

Section 8.04. Amendment. This Agreement may be amended by the Parties hereto by action taken by their respective boards of directors (or similar governing bodies or entities) at any time prior to the Effective Time; provided, however, that, after Company Stockholder Approval has been obtained, no amendment may be made without further stockholder approval which, by Law or in accordance with the rules of NASDAQ, requires further approval by such stockholders. This Agreement may not be amended except by an instrument in writing signed by the Parties. Notwithstanding the foregoing, the provisions of Section 6.05(a), Section 6.05(b), Section 6.09, Section 8.03(f), this Section 8.04, Section 9.06, Section 9.07 and Section 9.08, to the extent affecting any of the Parent's financing sources, may not be amended, modified or waived (including any defined term used therein) without the prior written consent of each of Parent's financing sources participating in Replacement Financing or, to the extent Parent or an Affiliate of Parent has not consummated Replacement Financing, the Bridge Financing, as applicable.

Section 8.05. Waiver. At any time prior to the Effective Time, the Company, on the one hand, and Parent and Merger Sub, on the other hand, may (a) extend the time for the performance of any obligation or other act of the other, (b) waive any inaccuracy in the representations and warranties of the other contained herein or in any document delivered pursuant hereto and (c) waive compliance with any agreement of the other or any condition to its own obligations contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the Company or Parent (on behalf of Parent and Merger Sub). The waiver by any Party of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder. The failure of any Party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01. Non-Survival of Representations and Warranties. The representations and warranties in this Agreement and in any certificate delivered pursuant hereto shall terminate at the Effective Time.

Section 9.02. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by prepaid overnight courier (providing proof of delivery), by facsimile, by email or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses,

facsimile numbers or email addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9.02):

if to Parent or Merger Sub:

TTM Technologies, Inc.
1665 Scenic Avenue, Suite 250
Costa Mesa, California 92626
Attention: Thomas T. Edman
Facsimile: (714) 784-3712
Email: tom.edman@ttmtech.com

with a copy to:

Greenberg Traurig, LLP
2375 E. Camelback Road, Suite 700
Phoenix, Arizona 85016
Attention: Bruce E. Macdonough
Brian H. Blaney
Facsimile: (602) 445-8100
Email: macdonoughb@gtlaw.com
blaneyb@gtlaw.com

if to the Company:

Viasystems Group, Inc.
101 South Hanley Road
St. Louis, Missouri 63105
Attention: David M. Sindelar
Facsimile: (314) 746-2299
Email: dave.sindelar@viasystems.com

with a copy to:

Jones Day
2727 North Harwood
Dallas, Texas 75201
Attention: R. Scott Cohen
Troy B. Lewis
Facsimile: (214) 969-5100
Email: scohen@jonesday.com
tblewis@jonesday.com

Section 9.03. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy or the application of this Agreement to any Person or circumstance is invalid or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. To such end, the provisions of this Agreement are agreed to be severable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

Section 9.04. Entire Agreement; Assignment. This Agreement, together with the Confidentiality Agreement, the Company Disclosure Schedule and the Parent Disclosure Schedule, constitute the entire agreement among the Parties with respect to the subject matter of this Agreement, and supersede all prior agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. Notwithstanding the forgoing, the Company acknowledges and agrees that, upon execution of this Agreement, each of Parent's potential financing sources shall be considered a Representative (as defined in the Confidentiality Agreement) of Parent for all purposes under the Confidentiality Agreement. This Agreement shall not be assigned, whether pursuant to a merger, by operation of law or otherwise; provided that Merger Sub may assign, in its sole discretion, any or all of its rights, interests and obligations under this Agreement to any wholly owned subsidiary of Parent without the consent of the Company.

Section 9.05. Specific Performance. The Parties agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms of this Agreement and that money damages would not be a sufficient remedy for any breach of this Agreement, and accordingly, the Parties shall be entitled to specific performance of the terms of this Agreement, without any requirement to post bond, in addition to any other remedy at law or equity. The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy.

Section 9.06. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than the provisions of Section 6.08 and Section 6.09(c) (which are intended to be for the benefit of the Persons covered thereby or the Persons entitled to payment thereunder and may be enforced by such Persons). Notwithstanding the foregoing, Parent's financing sources are intended third party beneficiaries under the provisions of Section 6.05(a), Section 6.05(b), Section 6.09, Section 8.03(f), Section 8.04, Section 9.04, this Section 9.06, Section 9.07 and Section 9.08.

Section 9.07. Governing Law; Forum.

(a) All disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the Transactions shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its rules of conflict of laws.

(b) All Actions arising out of or relating to this Agreement shall be heard and determined in the Court of Chancery of the State of Delaware (or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware). The Parties hereby (i) submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware) for the purpose of any Action arising out of or relating to this Agreement brought by any Party and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such Action is brought in an inconvenient forum, that the venue of such Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts. Each of the Parties agrees that mailing of process or other papers in connection with any action or proceeding in the manner provided in Section 9.02 or such other manner as may be permitted by Law shall be valid and sufficient service of process.

(c) Notwithstanding anything to the contrary in this Agreement, each of the Parties agrees that it will not bring or support, nor will it permit any of its Affiliates to bring or support, any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against Parent's financing sources in any way relating to this Agreement or any

of the Transactions, including any dispute arising out of or relating in any way to the Commitment Letter or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof). The Parties further agree that all of the provisions of Section 9.08 relating to waiver of jury trial shall apply to any action, cause of action, claim, cross-claim or third-party claim reference in this Section 9.07(c). The provisions of this Section 9.07(c) shall be enforceable by each of Parent's financing sources and their respective Affiliates, successors and permitted assigns.

Section 9.08. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS. Each of the Parties (a) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other Parties have been induced to enter into this Agreement and the Transactions, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.08.

Section 9.09. Counterparts. This Agreement may be executed and delivered (including by facsimile or other form of electronic transmission) in two or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

TTM TECHNOLOGIES, INC.

By: */s/ Thomas T. Edman*
Name: Thomas T. Edman
Title: President and Chief Executive Officer

VECTOR ACQUISITION CORP.

By: */s/ Thomas T. Edman*
Name: Thomas T. Edman
Title: President

VIASYSTEMS GROUP, INC.

By: */s/ David M. Sindelar*
Name: David M. Sindelar
Title: Chief Executive Officer

Schedules have been omitted from this filing pursuant to Item 601(b)(2) of Regulation S-K. TTM Technologies, Inc. agrees to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

Exhibit 4.1

Execution Version

Registration Rights Agreement Memorandum of Understanding

This Registration Rights Agreement Memorandum of Understanding (this "MOU"), dated as of September 21, 2014, is entered into by and among (i) TTM Technologies, Inc., a Delaware corporation (together with any successor entity thereto, "Parent"), (ii) Hicks, Muse, Tate & Furst Equity Fund III, L.P., HM3 Coinvestors, L.P., HMTF Equity Fund IV (1999), L.P., HMTF Private Equity Fund IV (1999), L.P., Hicks, Muse PG-IV (1999), C.V., HM 4-P (1999) Coinvestors, L.P. and HM 4-EQ (1999) Coinvestors, L.P. (together, the "HM Funds"), and (iii) GSC Recovery II, L.P. and GSC Recovery IIA, L.P. (together, the "BD Funds"). Each of Parent, the HM Funds and the BD Funds are sometimes referred to herein as a "Party" and collectively as the "Parties."

Reference is hereby made to that certain Registration Rights Agreement, dated as of April 9, 2010, (the "Tang Agreement") by and among Parent, Su Sih (BVI) Limited ("SSL") and Tang Hsiang Chien (collectively with SSL, the "Tangs"). Capitalized terms used and not otherwise defined herein shall have the respective meaning ascribed to them in the Tang Agreement.

1. Registration Rights Agreements

   Prior to the Closing (as defined in that certain Agreement and Plan of Merger, of even date herewith, among Viasystems Group, Inc., a Delaware corporation, Parent, and Vector Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Parent (the "Merger Agreement")), the Parties will enter into a registration rights agreement, substantially in the form of the Tang Agreement with such changes and modifications as contemplated by Sections 2, 3, 4 and 5 herein and such other reasonable changes and modifications as the Parties may mutually agree (including such changes as appropriate to reflect the structure of the HM Funds and the BD Funds) (such execution version of the registration rights agreement, the "Final Agreement"); provided that for the HM Funds and the BD Funds, the definition of "Registrable Securities" in the Final Agreement will not include clauses (ii), (iii) and (iv) of the second sentence of that definition in the Tang Agreement.

2. HM/BD Priority Period. The Final Agreement shall provide for a priority period of 90 days commencing when Parent files its required Form 8-K regarding consummation of the Merger (as defined in the Merger Agreement) that includes required historical and pro forma financial statements (such period, the "HM/BD Priority Period"). During the HM/BD Priority Period and, if the HM Funds or the BD Funds have exercised the demand registration right contemplated by Section 2(a) below, following the HM/BD Priority Period until the completion of such offering:

   (a) Each of the HM Funds and the BD Funds shall be entitled to exercise a single demand registration right for their resale of shares, including in an underwritten public offering that Parent will support (including through participation of the CEO and CFO in road shows);

   (b) Each of the Tangs (on behalf of itself and its affiliates, transferees, successors and assigns) has agreed not to make a registration demand, and Parent shall not permit the exercise by the Tangs of a registration demand;

   (c) Parent shall otherwise provide for "clear markets"; and

   (d) The Tangs (as well as the HM Funds and the BD Funds) will have piggyback registration rights relating to any demand by the HM Funds or the BD Funds. If the underwriters limit the number of shares that may be included for any reason and the Tangs have exercised their piggyback registration rights, then each of the Tangs, the HM Funds and the BD Funds will be cut back in proportion to their ownership.

3. Subsequent to the HM/BD Priority Period. Following the HM/BD Priority Period:

(a) For a period of 2 years after the conclusion of the HM/BD Priority Period, each of the HM Funds and the BD Funds shall continue to have its single demand registration right unless exercised during the HM/BD Priority Period;

(b) If the HM Funds or the BD Funds are cut back pursuant to Section 2(d) above, then for a period of 2 years after the conclusion of the HM/BD Priority Period each of the HM Funds and the BD Funds shall be entitled to one additional demand registration right;

(c) For a period of 2 years after the conclusion of the HM/BD Priority Period, the HM Funds and the BD Funds will be entitled to exercise piggyback registration rights, including with respect to underwritten offerings initiated by Parent or the Tangs;

(d) If the underwriters limit the number of shares that may be included in any underwritten offering of Parent shares pursuant to a registration demand by the HM Funds or the BD Funds, (i) the Tangs will be cut back before any required reduction of shares to be registered by the HM Funds or the BD Funds, and (ii) any required cut back of the HM Funds or the BD Funds will be proportional to their ownership; and

(e) If the underwriters limit the number of shares that may be included in any underwritten offering of Parent shares pursuant to a registration demand by the Tangs or the Parent, the HM Funds and the BD Funds will be cut back first (in proportion to their ownership) before any required reduction of shares to be registered by the Tangs.

4. Expenses

Parent shall bear and pay all registration expenses (including road show expenses) related to the exercise of rights under the Final Agreement, except that each of the HM Funds and the BD Funds shall bear and pay (a) all fees and expenses of its respective legal counsel or other advisors and its other respective out-of-pocket expenses, (b) underwriting discounts and brokerage commissions attributable to the sale of their respective shares, and (c) commissions, fees, discounts, transfer taxes or stamp duties and expenses of any underwriter or placement agent applicable to their respective shares.

5. Holdback Period.

During the Holdback Period, any of the HM Funds or the BD Funds will not be permitted to transfer shares to the limited or general partners or members of such HM Funds or BD Funds.

6. Miscellaneous

(a) Termination. This MOU shall survive the Closing. Unless the Closing occurs, this MOU shall terminate automatically (i) as to the HM Funds, upon the termination of that certain Voting Agreement, of even date herewith, by and among Parent and the HM Funds (the "HM Voting Agreement"), (ii) as to the BD Funds, upon termination of that certain Voting Agreement, of even date herewith, by and among the Parent and the BD Funds (the "BD Voting Agreement"), and (iii) in its entirety upon the termination of both the HM Voting Agreement and the BD Voting Agreement.

(b) Specific Performance. Each Party hereto acknowledges that it will be impossible to measure in money the damage to the other Parties if a Party hereto fails to comply with any of the obligations imposed by this MOU, that every such obligation is material and that, in the event of any such failure, the other Parties will not have an adequate remedy at law or damages. Accordingly, each Party hereto agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other Parties have an

adequate remedy at law. Each Party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with another Party's seeking or obtaining such equitable relief.

(c) Entire Agreement. This MOU supersedes all prior agreements, written or oral, among the Parties hereto with respect to the subject matter hereof and contains the entire agreement among the Parties with respect to the subject matter hereof. This MOU may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by all of the Parties hereto. No waiver of any provisions hereof by any Party shall be deemed a waiver of any other provisions hereof by such Party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such Party.

(d) Notices. All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6(d)):

If to Parent:

TTM Technologies, Inc.
1665 Scenic Avenue, Suite 250
Costa Mesa, California 92626
Attention: Thomas T. Edman
Facsimile: (714) 784-3712
Email: tom.edman@ttmtech.com

With a copy to:

Greenberg Traurig, LLP
2375 E. Camelback Road, Suite 700
Phoenix, Arizona 85016
Attention: Bruce E. Macdonough
Brian H. Blaney
Facsimile: (602) 445-8618
Email: macdonoughb@gtlaw.com
blaneyb@gtlaw.com

If to the HM Funds:

c/o Kainos Capital LLC
2100 McKinney Avenue, Suite 1600
Dallas, Texas 75201
Attention: David W. Knickel
Facsimile: (214) 720-7888
Email: dknickel@kainoscapital.com

With a copy to:

Vinson & Elkins LLP
3700 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201
Attention: Robert L. Kimball
Facsimile: (214) 999-7860
Email: rkimball@velaw.com

If to the BD Funds:

c/o Black Diamond Capital Management, L.L.C.
One Sound Shore Drive, Suite 200
Greenwich, Connecticut 06830
Attention: Legal Department

With a copy to:

Latham & Watkins, LLP
885 Third Avenue
New York, New York 10022-4834
Attention: Stephen B. Amdur
Facsimile: (212) 751-4864
Email: stephen.amdur@lw.com

(e) Governing Law.

(i) This MOU shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(ii) All actions arising out of or relating to this MOU shall be heard and determined in the Court of Chancery of the State of Delaware (or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware). The Parties hereby (i) submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware) for the purpose of any action arising out of or relating to this MOU brought by any party and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action is brought in an inconvenient forum, that the venue of such action is improper, or that this MOU or the Transactions may not be enforced in or by any of the above-named courts. Each of the Parties hereto agrees that mailing of process or other papers in connection with any action or proceeding in the manner provided in Section 6(d) or such other manner as may be permitted by law shall be valid and sufficient service of process.

(iii) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS MOU IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS MOU. EACH PARTY TO THIS MOU CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR

OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS MOU BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6(e)(iii).

(f) Enforceability. If any term or provision of this MOU is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this MOU or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this MOU so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner.

(g) Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(h) Further Assurances. The Parties shall execute such further documents and take such further actions as may be reasonably necessary to implement and carry out the intent of this MOU.

(i) Headings. All section headings herein are for convenience of reference only and are not part of this MOU, and no construction or reference shall be derived therefrom.

(j) No Assignment. No party to this MOU may assign any of its rights or obligations under this MOU without the prior written consent of the other Parties. Any assignment contrary to the provisions of this Section 6(j) shall be null and void.

(k) Third Parties. Notwithstanding anything contained in this MOU to the contrary, nothing in this MOU, expressed or implied, is intended to confer on any person (other than the successors and permitted assigns of the Parties) any rights, remedies, obligations or liabilities under or by reason of this MOU.

(l) Several Obligations. The rights and obligations of each of the Parties under this MOU shall be several and not joint. All references to actions to be taken by the Parties under this MOU refer to actions to be taken by the Parties acting severally and not jointly.

[signature pages follow]

The Parties have caused this MOU to be executed as of the date first written above.

TTM TECHNOLOGIES, INC.

By: */s/ Thomas T. Edman*
Name: Thomas T. Edman
Title: President and Chief Executive Officer

[Signature Page to Registration Rights Agreement Memorandum of Understanding]

HM FUNDS:

HICKS, MUSE, TATE & FURST EQUITY FUND III, L.P.

By: HM3/GP Partners, L.P.,
its general partner

By: Hicks, Muse GP Partners III, L.P.,
its general partner

By: Hicks, Muse Fund III Incorporated,
its general partner

By: */s/ David W. Knickel*
Name: David W. Knickel
Title: Vice President

HMTF EQUITY FUND IV (1999), L.P.

By: HM4/GP (1999) Partners, L.P.,
its general partner

By: Hicks, Muse GP (1999) Partners IV, L.P.,
its general partner

By: Hicks, Muse (1999) Partners IV, LLC,
its general partner

By: */s/ David W. Knickel*
Name: David W. Knickel
Title: Vice President

HM3 COINVESTORS, L.P.

By: Hicks, Muse GP Partners III, L.P.,
its general partner

By: Hicks, Muse Fund III Incorporated,
its general partner

By: */s/ David W. Knickel*
Name: David W. Knickel
Title: Vice President

HMTF PRIVATE EQUITY FUND IV (1999), L.P.

By: HM4/GP (1999) Partners, L.P.,
its general partner

By: Hicks, Muse GP (1999) Partners IV, L.P.,
its general partner

By: Hicks, Muse (1999) Partners IV, LLC,
its general partner

By: */s/ David W. Knickel*
Name: David W. Knickel
Title: Vice President

HICKS, MUSE PG-IV (1999), C.V.

By: HM Equity Fund IV/GP Partners (1999), C.V.,
its general partner

By: HM GP Partners IV Cayman, L.P.,
its general partner

By: HM Legacy LLC,
its general partner

By: */s/ David W. Knickel*
Name: David W. Knickel
Title: Vice President

HM 4-EQ (1999) COINVESTORS, L.P.

By: Hicks, Muse GP (1999) Partners IV, L.P.,
its general partner

By: Hicks, Muse (1999) Fund IV, LLC,
its general partner

By: */s/ David W. Knickel*
Name: David W. Knickel
Title: Vice President

HM 4-P (1999) COINVESTORS, L.P.

By: Hicks, Muse GP (1999) Partners IV, L.P.,
its general partner

By: Hicks, Muse (1999) Fund IV, LLC,
its general partner

By: */s/ David W. Knickel*
Name: David W. Knickel
Title: Vice President

[Signature Page to Registration Rights Agreement Memorandum of Understanding]

BD FUNDS:

GSC RECOVERY II, L.P.

By: GSC Recovery II GP, L.P.,
its general partner

By: GSC RII, LLC,
its general partner

By: GSC ACQUISITION HOLDINGS, L.L.C.,
its managing member

By: GSC MANAGER, LLC,
its manager

By: BLACK DIAMOND CAPITAL
MANAGEMENT, L.L.C.,
its member

By: */s/ Stephen H. Deckoff*
Name: Stephen H. Deckoff
Title: Managing Principal

GSC RECOVERY IIA, L.P.

By: GSC Recovery IIA GP, L.P.,
its general partner

By: GSC RIIA, LLC,
its general partner

By: GSC ACQUISITION HOLDINGS, L.L.C.,
its collateral manager

By: GSC MANAGER, LLC,
its manager

By: BLACK DIAMOND CAPITAL
MANAGEMENT, L.L.C.,
its member

By: */s/ Stephen H. Deckoff*
Name: Stephen H. Deckoff
Title: Managing Principal

ADDENDUM
TO
Registration Rights Agreement dated as of April 9, 2010

This ADDENDUM TO REGISTRATION RIGHTS AGREEMENT (this "Addendum"), dated as of September 21, 2014, is entered into by and among (i) TTM Technologies, Inc., a Delaware corporation (the "Company"); (ii) Su Sih (BVI) Limited, a corporation organized under the laws of the British Virgin Islands ("SSL"); and (iii) Tang Hsiang Chien, an individual residing at Flat 6B, 20 Fa Po Street, Yau Yat Chuen, Kowloon, Hong Kong ("Mr. Tang" and, together with SSL and their respective Affiliates, the "Tangs").

BACKGROUND

A. The Company, SSL and Mr. Tang entered into that certain Registration Rights Agreement dated as of April 9, 2010 (the "2010 Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the 2010 Agreement.

B. Pursuant to that certain Agreement and Plan of Merger of even date herewith (the "Merger Agreement"), by and among Viasystems Group, Inc., a Delaware corporation, the Company, and Vector Acquisition Corp., a Delaware corporation and wholly owned subsidiary of the Company, the Company will acquire Viasystems Group, Inc.

C. The current major shareholders of Viasystems Group, Inc. are (i) Hicks, Muse, Tate & Furst Equity Fund III, L.P., HM3 Coinvestors, L.P., HMTF Equity Fund IV (1999), L.P., HMTF Private Equity Fund IV (1999), L.P., Hicks, Muse PG-IV (1999), C.V., HM 4-P (1999) Coinvestors, L.P. and HM 4-EQ (1999) Coinvestors, L.P. (together, the "HM Funds"), and (ii) GSC Recovery II, L.P. and GSC Recovery IIA, L.P. (together, the "BD Funds").

D. Each of the HM Funds and the BD Funds will become a shareholder of the Company immediately following the consummation of the Merger (as defined in the Merger Agreement) and each may wish to exercise a single demand registration right for their resale of their shares in the Company, including in an underwritten public offering that the Company will support, during the period of 90 days commencing on the day when the Company files with the United States Securities and Exchange Commission its required Form 8-K regarding consummation of the Merger that includes required historical and pro forma financial statements (such period, the "HM/BD Priority Period").

E. During the two-year period commencing after termination of the HM/BD Priority Period, each of the HM Funds and the BD Funds will (i) to the extent not exercised during the HM/BD Priority Period, continue to have its single demand registration right, (ii) have one additional demand registration right if the HM Funds and the BD Funds are cut back during the HM/BD Priority Period pursuant to the proviso in Section 1 below, and (iii) have piggyback registration rights consistent with the 2010 Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Tangs Not To Request for Demand Registration During HM/BD Priority Period. Each of the Tangs (on behalf of itself and its affiliates, transferees, successors and assigns) agrees not to request the Company to effect a Demand Registration (as defined in the 2010 Agreement) during the HM/BD Priority Period (and, if either the HM Funds or the BD Funds have exercised their demand registration right during the HM/BD Priority Period, following the HM/BD Priority Period until the completion of such

offering), and the Company agrees not to effect any Demand Registration requested by any one of the Tangs during the HM/BD Priority Period; provided, however, that if the underwriters limit the number of shares that may be included in a registration demanded by the HM Funds or the BD Funds during the HM/BD Priority Period, and the Tangs have exercised their Piggy-Back Registration rights, each of the Tangs, the HM Funds and the BD Funds will be cut back in proportion to their ownership.

2. No Other Change. Save for the change mentioned above, all of the terms and conditions of the 2010 Agreement shall remain in full force and effect in accordance with their terms. For the avoidance of doubt, the change mentioned above will not affect (i) the rights of the Tangs to request the Company to effect a Demand Registration under the 2010 Agreement at any time after the HM/BD Priority Period and (ii) the rights of the Tangs to request the Company to effect a Piggy-Back Registration (as defined in the 2010 Agreement) at any time during and after the HM/BD Priority Period pursuant to the 2010 Agreement.

3. Effectiveness. This Addendum shall be effective only upon the consummation of the Merger.

4. Section Headings. The section and other headings contained in this Addendum are for reference purposes only and should not affect the meaning or interpretation of any provision of this Addendum.

5. Counterparts. This Addendum may be executed in two or more counterparts, each of which shall be deemed to be the same document.

7. Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to its choice of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

TTM TECHNOLOGIES, INC.:

By: */s/ Thomas T. Edman*

Name: Thomas T. Edman

Title: CEO

SU SIH (BVI) LIMITED:

By: */s/ Tang Chung Yen, Tom*

Name: Tang Chung Yen, Tom

Title: Director

TANG HSIANG CHIEN:

/s/ Tang Hsiang Chien

Tang Hsiang Chien

Exhibit 10.1

Execution Version

VOTING AGREEMENT

This Voting Agreement (this "Agreement"), dated as of September 21, 2014, is entered into by and among TTM Technologies, Inc., a Delaware corporation ("Parent"), and the undersigned stockholders (the "Stockholders") of Viasystems Group, Inc., a Delaware corporation (the "Company").

WHEREAS, concurrently with or following the execution of this Agreement, the Company, Parent and Vector Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), have entered into, or will enter into, an Agreement and Plan of Merger (as the same may be amended from time to time, the "Merger Agreement"), providing for, among other things, the merger (the "Merger") of Merger Sub and the Company pursuant to the terms and conditions of the Merger Agreement;

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, Parent has required that the Stockholders execute and deliver this Agreement; and

WHEREAS, in order to induce Parent to enter into the Merger Agreement, each Stockholder is willing to make certain representations, warranties, covenants and agreements with respect to the shares of common stock, par value $0.01 per share, of the Company ("Company Common Stock") owned by such Stockholder and set forth below such Stockholder's signature on the signature page hereto (as to such Stockholder, the "Original Shares" and, together with any additional shares of Company Common Stock pursuant to Section 6 hereof, the "Shares").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

2. Representations of Stockholders.

Each Stockholder represents and warrants to Parent that:

(a) (i) Such Stockholder owns of record and is a beneficial owner (as such term is defined in Rule 13d-3 under the Exchange Act) of all of the Original Shares set forth below such Stockholder's signature on the signature page hereto, free and clear of all Liens, except as provided under this Agreement, under the Company Certificate or Company Bylaws, or pursuant to any applicable restrictions on transfer under the Securities Act; and (ii) except pursuant hereto, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which such Stockholder is a party relating to the pledge, disposition or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares.

(b) Such Stockholder does not beneficially own any shares of Company Common Stock other than such Stockholder's Original Shares and other than Original Shares held by other Stockholders, it being understood that the Stockholders jointly file a beneficial ownership report on Schedule 13G or Schedule 13D and may be deemed a group with beneficial ownership of shares held by other Stockholders in the group as and to the extent set forth in the Schedule 13G or Schedule 13D.

(c) Such Stockholder has full corporate or limited partnership power and authority, as applicable, to enter into, execute and deliver this Agreement and to perform fully the Stockholder's obligations hereunder (including the proxy described in Section 3(b) below)). This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes the legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except to the extent that enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization,

moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditor's rights generally, and (ii) general principles of equity.

(d) Except as set forth in the Merger Agreement (including, without limitation, the Company Disclosure Schedule), none of the execution and delivery of this Agreement by such Stockholder, the consummation by such Stockholder of the transactions contemplated hereby or compliance by such Stockholder with any of the provisions hereof will conflict with or result in a breach, or constitute a default (with or without notice of lapse of time or both) under any provision of, any trust agreement, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument or Law applicable to such Stockholder or to its respective property or assets.

(e) Except as set forth in the Merger Agreement (including, without limitation, the Company Disclosure Schedule), no consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or other Person on the part of such Stockholder is required in connection with the valid execution and delivery of this Agreement.

3. Agreement to Vote Shares; Irrevocable Proxy.

(a) Each Stockholder agrees during the Voting Period to vote such Stockholder's Shares, and to cause any holder of record of such Stockholder's Shares as of the applicable record date to vote: (i) in favor of the Merger and the Merger Agreement, at every meeting of the stockholders of the Company at which such matters are considered and at every adjournment or postponement thereof; (ii) against (1) any Acquisition Proposal, including any Superior Proposal, (2) any action, proposal, transaction or agreement that would reasonably be expected to result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the Merger Agreement or of such Stockholder under this Agreement and (3) any action, proposal, transaction or agreement that would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Merger or the fulfillment of Parent's, the Company's or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any class of shares of the Company (including any amendments to the Company Certificate or Company Bylaws). "Voting Period" means the period from and including the effective date of this Agreement through and including the earlier to occur of (I) the Effective Time, (II) when the Merger Agreement is terminated in accordance with its terms, (III) the termination of this Agreement or the Voting Period by the mutual written consent of the Parent and the Stockholders, (IV) the date of any material modification, waiver or amendment of the Merger Agreement that affects adversely the consideration payable to stockholders of the Company, and (V) the date on which the Company Board, pursuant to Section 6.06(e) of the Merger Agreement, effects an Adverse Recommendation Change in light of the existence of an Intervening Event.

(b) Each Stockholder hereby appoints Parent and any designee of Parent, and each of them individually, its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote, during the Voting Period, such Stockholder's Shares as of the applicable record date, in each case solely to the extent and in the manner specified in Section 3(a) (the "Proxy Matters"). This proxy and power of attorney is given to secure the performance of the duties of such Stockholder under this Agreement. Such Stockholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by such Stockholder shall be irrevocable during the Voting Period, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy, and shall revoke any and all prior proxies granted by such Stockholder with respect to such Stockholder's Shares in respect of the Proxy Matters. The power of attorney granted by such Stockholder herein is a durable power of attorney and shall survive the dissolution or bankruptcy of such Stockholder. The proxy and power of attorney granted hereunder shall terminate upon the expiration of the Voting Period.

4. No Voting Trusts or Other Arrangement.

Each Stockholder agrees that, during the Voting Period, such Stockholder will not, and will not permit any entity under such Stockholder's control to, deposit any of such Stockholder's Shares in a voting trust, grant any proxies with respect to such Stockholder's Shares or subject any of such Stockholder's

Shares to any arrangement with respect to the voting of such Stockholder's Shares in respect of the Proxy Matters that is inconsistent with Section 3 other than agreements entered into with Parent.

5. Transfer and Encumbrance.

Each Stockholder agrees that, during the Voting Period, such Stockholder will not, directly or indirectly, transfer, sell, offer, exchange, assign, pledge or otherwise dispose of or encumber ("Transfer") any of such Stockholder's Shares or enter into any contract, option or other agreement with respect to, or consent to, a Transfer of, any of such Stockholder's Shares or such Stockholder's voting or economic interest therein. Any attempted Transfer of Shares or any interest therein in violation of this Section 5 shall be null and void. This Section 5 shall not prohibit: (a) a Transfer of the Shares by a Stockholder to an Affiliate of such Stockholder; provided, that a Transfer referred to in this sentence shall be permitted only if, as a precondition to such Transfer, the transferee (if it is not already a Stockholder hereunder) agrees in a writing, reasonably satisfactory in form and substance to Parent, to be bound by all of the terms of this Agreement; (b) the Transfer of Shares pursuant to the Merger; (c) any Transfer by any Stockholder of any or all of such Stockholder's Shares that is approved in writing by Parent; or (d) any Transfers of economic or ownership interests in such Stockholder.

6. Additional Shares.

Each Stockholder agrees that all shares of Company Common Stock that such Stockholder purchases, acquires the right to vote or otherwise acquires beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of after the execution of this Agreement shall be subject to the terms of this Agreement and shall constitute Shares for all purposes of this Agreement.

7. Waiver of Appraisal and Dissenters' Rights.

Each Stockholder hereby waives, and agrees not to assert or perfect, any rights of appraisal or rights to dissent from the Merger that such Stockholder may have by virtue of ownership of Shares.

8. Termination.

This Agreement shall terminate upon the earliest to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) pursuant to the termination of this Agreement by the mutual written consent of the Parent and the Stockholders, (iv) the date of any material modification, waiver or amendment of the Merger Agreement that affects adversely the consideration payable to stockholders of the Company and (v) the date on which the Company Board, pursuant to Section 6.06(e) of the Merger Agreement, effects an Adverse Recommendation Change in light of the existence of an Intervening Event; provided, however, that the following provisions shall survive termination of this Agreement: Section 9(c), Section 11, Section 12, Section 13, and Section 14.

9. Additional Agreements.

(a) Each Stockholder hereby consent to the disclosure in the Form S-4 in which the Proxy Statement will be included as a prospectus (and, as and to the extent otherwise required by securities Laws or the SEC or any other securities authorities, any other documents or communications provided by Parent, Merger Sub or the Company to any Governmental Authority or to securityholders of the Company) of the Stockholder's identity and beneficial ownership of Shares and the nature of such Stockholder's commitments, arrangements and understandings under and relating to this Agreement and, if deemed appropriate by Parent or the Company, a copy of this Agreement. Each Stockholder will promptly provide any information reasonably requested by Parent, Merger Sub or the Company with respect to such Stockholder for any regulatory application or filing made or approval sought in connection with the Merger or the other Transactions (including filings with the SEC).

(b) If any further action is necessary or desirable to carry out the purposes of this Agreement, each Stockholder shall take all such action reasonably requested by Parent. Each Stockholder agrees to file (or cause to be filed on its behalf) with the SEC, as promptly as possible after the date hereof,

each filing and other report required to be filed by it and its controlled Affiliates pursuant to the Exchange Act and the rules and regulations of the SEC thereunder, including any required filing on Schedule 13D, and further agrees to reconfirm each of its obligations under this Agreement promptly upon the written request of Parent.

(c) Parent shall cause the Exchange Agent to pay to each Stockholder the cash component of the Merger Consideration owing to such Stockholder for Company Common Stock with respect to which the exchange procedures determined by the Company, Parent and the Exchange Agent have been completed in accordance with the Merger Agreement, by wire transfer of immediately available funds promptly following (but no later than two Business Days after) the later of the Closing Date or completion of such procedures and delivery of a completed Letter of Transmittal by each Stockholder, to the account or accounts designated in writing by such Stockholder to Parent and the Exchange Agent at least five (5) Business Days prior to the Closing Date. No later than ten Business Days before the Closing Date, Parent shall provide, or cause the Exchange Agent to provide, to each Stockholder the Letter of Transmittal and all other documentation and instructions necessary for the Stockholder to complete the exchange procedures and receive such payment promptly following the Effective Time.

10. Specific Performance.

Each party hereto acknowledges that it will be impossible to measure in money the damage to the other party if a party hereto fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other party will not have an adequate remedy at law or damages. Accordingly, each party hereto agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other party has an adequate remedy at law. Each party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other party's seeking or obtaining such equitable relief.

11. No Ownership Interest.

Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholders, and Parent shall have no authority to direct the Stockholders in the voting or disposition of any of the Shares, except as otherwise provided herein.

12. Entire Agreement.

This Agreement supersedes all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by all of the parties hereto. No waiver of any provisions hereof by any party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

13. Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13):

If to Parent:

TTM Technologies, Inc.
1665 Scenic Avenue, Suite 250
Costa Mesa, CA 92626
Attention: Thomas T. Edman
Facsimile: (714) 784-3712
Email: tom.edman@ttmtech.com

With a copy to:

Greenberg Traurig, LLP
2375 E. Camelback Road, Suite 700
Phoenix, Arizona 85016
Attention: Bruce E. Macdonough
Brian H. Blaney
Facsimile: (602) 445-8618
Email: macdonoughb@gtlaw.com
blaneyb@gtlaw.com

If to any Stockholder:

c/o Kainos Capital LLC
2100 McKinney Avenue, Suite 1600
Dallas, Texas 75201
Attention: David W. Knickel
Facsimile: (214) 720-7888
Email: dknickel@kainoscapital.com

With a copy to:

Vinson & Elkins LLP
3700 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201
Attention: Robert L. Kimball
Facsimile: (214) 999-7860
Email: rkimball@velaw.com

14. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(b) All Actions arising out of or relating to this Agreement shall be heard and determined in the Court of Chancery of the State of Delaware (or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware). The parties hereby (i) submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware) for the purpose of any Action arising out of or relating to this Agreement brought by any party and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such Action is brought in an inconvenient forum, that the venue of such Action is improper, or that

this Agreement or the Transactions may not be enforced in or by any of the above-named courts. Each of the parties hereto agrees that mailing of process or other papers in connection with any action or proceeding in the manner provided in Section 13 or such other manner as may be permitted by Law shall be valid and sufficient service of process.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14(c).

(d) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(f) The parties shall execute such further documents and take such further actions as may be reasonably necessary to implement and carry out the intent of this Agreement.

(g) All Section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or reference shall be derived therefrom.

(h) The obligations of the Stockholders set forth in this Agreement shall not be effective or binding upon the Stockholders until after such time as the Merger Agreement is executed and delivered by the Company, Parent and Merger Sub, and the parties agree that there is not and has not been any other agreement, arrangement or understanding between the parties hereto with respect to the matters set forth herein.

(i) No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto except in connection with an assignment of Shares as contemplated by Section 5. Any assignment contrary to the provisions of thisSection 14(i) shall be null and void.

(j) Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person (other than, in the case of Parent, its successors and permitted assigns and other than, in the case of the Stockholders, their successors and permitted assigns) any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(k) This Agreement is being entered into by each Stockholder solely in its capacity as a beneficial owner and the record holder of such Stockholder's Shares and notwithstanding any other provision of this Agreement, nothing in this Agreement is intended to, or shall be construed to, prohibit any Stockholder, or any officer or Affiliate of any of the Stockholders who is a director of the Company, from taking any action in his capacity as a member of the Company Board or from exercising his fiduciary duties as a member of the Company Board.

(l) The rights and obligations of each of the Stockholders under this Agreement shall be several and not joint. All references to actions to be taken by the Stockholders, or representations and warranties to be made, under this Agreement refer to actions to be taken or representations or warranties to be made by Stockholders acting severally and not jointly. Except for any liability for claims, losses, damages, liabilities or other obligations arising out of a Stockholder's failure to perform its obligations under this Agreement, Parent agrees that no Stockholder will be liable for claims, losses, damages, liabilities or other obligations resulting from any breach by the Company of the Merger Agreement, and that the Company shall not be liable for claims, losses, damages, liabilities or other obligations resulting from or related to any Stockholder's failure to perform its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

TTM TECHNOLOGIES, INC.,
a Delaware corporation

By: */s/ Thomas T. Edman*
Name: Thomas T. Edman
Title: President and Chief Executive Officer

HICKS, MUSE, TATE & FURST EQUITY FUND III, L.P.

By: HM3/GP Partners, L.P.,
its general partner

By: Hicks, Muse GP Partners III, L.P.,
its general partner

By: Hicks Muse Fund III Incorporated,
its general partner

By: */s/ David W. Knickel*
David W. Knickel
Vice President

Number of Shares of Company Common Stock:

8,189,803

HM3 COINVESTORS, L.P.

By: Hicks Muse GP Partners III, L.P.,
its general partner

By: Hicks Muse Fund III Incorporated,
its general partner

By: */s/ David W. Knickel*
David W. Knickel
Vice President

Number of Shares of Company Common Stock:

222,120

[Signature Page]

HMTF EQUITY FUND IV (1999), L.P.

By: HM4/GP (1999) Partners, L.P.,
its general partner

By: Hicks, Muse GP (1999) Partners IV, L.P.,
its general partner

By: Hicks, Muse (1999) Partners IV, LLC,
its general partner

By: */s/ David W. Knickel*
David W. Knickel
Vice President

Number of Shares of Company Common Stock:

1,425,833

HMTF PRIVATE EQUITY FUND IV (1999), L.P.

By: HM4/GP (1999) Partners, L.P.,
its general partner

By: Hicks, Muse GP (1999) Partners IV, L.P.,
its general partner

By: Hicks, Muse (1999) Partners IV, LLC,
its general partner

By: */s/ David W. Knickel*
David W. Knickel
Vice President

Number of Shares of Company Common Stock:

10,100

[Signature Page]

HICKS, MUSE PG-IV (1999), C.V.

By: HM Equity Fund IV/GP Partners (1999), C.V.,
its general partner

By: HM GP Partners IV Cayman., L.P.,
its general partner

By: HM Legacy LLC,
its general partner

By: */s/ David W. Knickel*
David W. Knickel
Vice President

Number of Shares of Company Common Stock:

75,912

HM 4-P (1999) COINVESTORS, L.P.

By: Hicks, Muse GP (1999) Partners IV, L.P.,
its general partner

By: Hicks, Muse (1999) Fund IV, LLC,
its general partner

By: */s/ David W. Knickel*
David W. Knickel
Vice President

Number of Shares of Company Common Stock:

35,064

[Signature Page]

HM 4-EQ (1999) COINVESTORS, L.P.

By: Hicks, Muse GP (1999) Partners IV, L.P.,
its general partner

By: Hicks, Muse (1999) Fund IV, LLC,
its general partner

By: */s/ David W. Knickel*
David W. Knickel
Vice President

Number of Shares of Company Common Stock:

23,303

[Signature Page]

Exhibit 10.2

EXECUTION VERSION

VOTING AGREEMENT

This Voting Agreement (this "Agreement"), dated as of September 21, 2014, is entered into by and among TTM Technologies, Inc., a Delaware corporation ("Parent"), and the undersigned stockholders (the "Stockholders") of Viasystems Group, Inc., a Delaware corporation (the "Company").

WHEREAS, concurrently with or following the execution of this Agreement, the Company, Parent and Vector Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), have entered into, or will enter into, an Agreement and Plan of Merger (as the same may be amended from time to time, the "Merger Agreement"), providing for, among other things, the merger (the "Merger") of Merger Sub and the Company pursuant to the terms and conditions of the Merger Agreement;

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, Parent has required that the Stockholders execute and deliver this Agreement; and

WHEREAS, in order to induce Parent to enter into the Merger Agreement, each Stockholder is willing to make certain representations, warranties, covenants and agreements with respect to the shares of common stock, par value $0.01 per share, of the Company ("Company Common Stock") owned by such Stockholder and set forth below such Stockholder's signature on the signature page hereto (as to such Stockholder, the "Original Shares" and, together with any additional shares of Company Common Stock pursuant to Section 6 hereof, the "Shares").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

2. Representations of Stockholders.

Each Stockholder represents and warrants to Parent that:

(a) (i) Such Stockholder owns of record and is a beneficial owner (as such term is defined in Rule 13d-3 under the Exchange Act) of all of the Original Shares set forth below such Stockholder's signature on the signature page hereto, free and clear of all Liens, except as provided under this Agreement, under the Company Certificate or Company Bylaws, or pursuant to any applicable restrictions on transfer under the Securities Act; and (ii) except pursuant hereto, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which such Stockholder is a party relating to the pledge, disposition or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares.

(b) Such Stockholder does not beneficially own any shares of Company Common Stock other than such Stockholder's Original Shares and other than Original Shares held by other Stockholders, it being understood that the Stockholders jointly file a beneficial ownership report on Schedule 13G or Schedule 13D and may be deemed a group with beneficial ownership of shares held by other Stockholders in the group as and to the extent set forth in the Schedule 13G or Schedule 13D.

(c) Such Stockholder has full corporate or limited partnership power and authority, as applicable, to enter into, execute and deliver this Agreement and to perform fully the Stockholder's obligations hereunder (including the proxy described in Section 3(b) below)). This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes the legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except to the extent that enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization,

moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditor's rights generally, and (ii) general principles of equity.

(d) Except as set forth in the Merger Agreement (including, without limitation, the Company Disclosure Schedule), none of the execution and delivery of this Agreement by such Stockholder, the consummation by such Stockholder of the transactions contemplated hereby or compliance by such Stockholder with any of the provisions hereof will conflict with or result in a breach, or constitute a default (with or without notice of lapse of time or both) under any provision of, any trust agreement, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument or Law applicable to such Stockholder or to its respective property or assets.

(e) Except as set forth in the Merger Agreement (including, without limitation, the Company Disclosure Schedule), no consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or other Person on the part of such Stockholder is required in connection with the valid execution and delivery of this Agreement.

3. Agreement to Vote Shares; Irrevocable Proxy.

(a) Each Stockholder agrees during the Voting Period to vote such Stockholder's Shares, and to cause any holder of record of such Stockholder's Shares as of the applicable record date to vote: (i) in favor of the Merger and the Merger Agreement, at every meeting of the stockholders of the Company at which such matters are considered and at every adjournment or postponement thereof; (ii) against (1) any Acquisition Proposal, including any Superior Proposal, (2) any action, proposal, transaction or agreement that would reasonably be expected to result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the Merger Agreement or of such Stockholder under this Agreement and (3) any action, proposal, transaction or agreement that would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Merger or the fulfillment of Parent's, the Company's or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any class of shares of the Company (including any amendments to the Company Certificate or Company Bylaws). "Voting Period" means the period from and including the effective date of this Agreement through and including the earlier to occur of (I) the Effective Time, (II) when the Merger Agreement is terminated in accordance with its terms, (III) the termination of this Agreement or the Voting Period by the mutual written consent of the Parent and the Stockholders, (IV) the date of any material modification, waiver or amendment of the Merger Agreement that affects adversely the consideration payable to stockholders of the Company, and (V) the date on which the Company Board, pursuant to Section 6.06(e) of the Merger Agreement, effects an Adverse Recommendation Change in light of the existence of an Intervening Event.

(b) Each Stockholder hereby appoints Parent and any designee of Parent, and each of them individually, its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote, during the Voting Period, such Stockholder's Shares as of the applicable record date, in each case solely to the extent and in the manner specified in Section 3(a) (the "Proxy Matters"). This proxy and power of attorney is given to secure the performance of the duties of such Stockholder under this Agreement. Such Stockholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by such Stockholder shall be irrevocable during the Voting Period, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy, and shall revoke any and all prior proxies granted by such Stockholder with respect to such Stockholder's Shares in respect of the Proxy Matters. The power of attorney granted by such Stockholder herein is a durable power of attorney and shall survive the dissolution or bankruptcy of such Stockholder. The proxy and power of attorney granted hereunder shall terminate upon the expiration of the Voting Period.

4. No Voting Trusts or Other Arrangement.

Each Stockholder agrees that, during the Voting Period, such Stockholder will not, and will not permit any entity under such Stockholder's control to, deposit any of such Stockholder's Shares in a

voting trust, grant any proxies with respect to such Stockholder's Shares or subject any of such Stockholder's Shares to any arrangement with respect to the voting of such Stockholder's Shares in respect of the Proxy Matters that is inconsistent with Section 3 other than agreements entered into with Parent.

5. Transfer and Encumbrance.

Each Stockholder agrees that, during the Voting Period, such Stockholder will not, directly or indirectly, transfer, sell, offer, exchange, assign, pledge or otherwise dispose of or encumber ("Transfer") any of such Stockholder's Shares or enter into any contract, option or other agreement with respect to, or consent to, a Transfer of, any of such Stockholder's Shares or such Stockholder's voting or economic interest therein. Any attempted Transfer of Shares or any interest therein in violation of this Section 5 shall be null and void. This Section 5 shall not prohibit: (a) a Transfer of the Shares by a Stockholder to an Affiliate of such Stockholder; provided, that a Transfer referred to in this sentence shall be permitted only if, as a precondition to such Transfer, the transferee (if it is not already a Stockholder hereunder) agrees in a writing, reasonably satisfactory in form and substance to Parent, to be bound by all of the terms of this Agreement; (b) the Transfer of Shares pursuant to the Merger; (c) any Transfer by any Stockholder of any or all of such Stockholder's Shares that is approved in writing by Parent; or (d) any Transfers of economic or ownership interests in such Stockholder.

6. Additional Shares.

Each Stockholder agrees that all shares of Company Common Stock that such Stockholder purchases, acquires the right to vote or otherwise acquires beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of after the execution of this Agreement shall be subject to the terms of this Agreement and shall constitute Shares for all purposes of this Agreement.

7. Waiver of Appraisal and Dissenters' Rights.

Each Stockholder hereby waives, and agrees not to assert or perfect, any rights of appraisal or rights to dissent from the Merger that such Stockholder may have by virtue of ownership of Shares.

8. Termination.

This Agreement shall terminate upon the earliest to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) pursuant to the termination of this Agreement by the mutual written consent of the Parent and the Stockholders, (iv) the date of any material modification, waiver or amendment of the Merger Agreement that affects adversely the consideration payable to stockholders of the Company and (v) the date on which the Company Board, pursuant to Section 6.06(e) of the Merger Agreement, effects an Adverse Recommendation Change in light of the existence of an Intervening Event; provided, however, that the following provisions shall survive termination of this Agreement: Section 9(c), Section 11, Section 12, Section 13, and Section 14.

9. Additional Agreements.

(a) Each Stockholder hereby consent to the disclosure in the Form S-4 in which the Proxy Statement will be included as a prospectus (and, as and to the extent otherwise required by securities Laws or the SEC or any other securities authorities, any other documents or communications provided by Parent, Merger Sub or the Company to any Governmental Authority or to securityholders of the Company) of the Stockholder's identity and beneficial ownership of Shares and the nature of such Stockholder's commitments, arrangements and understandings under and relating to this Agreement and, if deemed appropriate by Parent or the Company, a copy of this Agreement. Each Stockholder will promptly provide any information reasonably requested by Parent, Merger Sub or the Company with respect to such Stockholder for any regulatory application or filing made or approval sought in connection with the Merger or the other Transactions (including filings with the SEC).

(b) If any further action is necessary or desirable to carry out the purposes of this Agreement, each Stockholder shall take all such action reasonably requested by Parent. Each Stockholder agrees to file (or cause to be filed on its behalf) with the SEC, as promptly as possible after the date hereof, each filing and other report required to be filed by it and its controlled Affiliates pursuant to the Exchange Act and the rules and regulations of the SEC thereunder, including any required filing on Schedule 13D, and further agrees to reconfirm each of its obligations under this Agreement promptly upon the written request of Parent.

(c) Parent shall cause the Exchange Agent to pay to each Stockholder the cash component of the Merger Consideration owing to such Stockholder for Company Common Stock with respect to which the exchange procedures determined by the Company, Parent and the Exchange Agent have been completed in accordance with the Merger Agreement, by wire transfer of immediately available funds promptly following (but no later than two Business Days after) the later of the Closing Date or completion of such procedures and delivery of a completed Letter of Transmittal by each Stockholder, to the account or accounts designated in writing by such Stockholder to Parent and the Exchange Agent at least five (5) Business Days prior to the Closing Date. No later than ten Business Days before the Closing Date, Parent shall provide, or cause the Exchange Agent to provide, to each Stockholder the Letter of Transmittal and all other documentation and instructions necessary for the Stockholder to complete the exchange procedures and receive such payment promptly following the Effective Time.

10. Specific Performance.

Each party hereto acknowledges that it will be impossible to measure in money the damage to the other party if a party hereto fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other party will not have an adequate remedy at law or damages. Accordingly, each party hereto agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other party has an adequate remedy at law. Each party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other party's seeking or obtaining such equitable relief.

11. No Ownership Interest.

Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholders, and Parent shall have no authority to direct the Stockholders in the voting or disposition of any of the Shares, except as otherwise provided herein.

12. Entire Agreement.

This Agreement supersedes all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by all of the parties hereto. No waiver of any provisions hereof by any party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

13. Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent

after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13):

If to Parent:

TTM Technologies, Inc.
1665 Scenic Avenue, Suite 250
Costa Mesa, California 92626
Attention: Thomas T. Edman
Facsimile: (714) 784-3712
Email: tom.edman@ttmtech.com

With a copy to:

Greenberg Traurig, LLP
2375 E. Camelback Road, Suite 700
Phoenix, Arizona 85016
Attention: Bruce E. Macdonough
Brian H. Blaney
Facsimile: (602) 445-8618
Email: macdonoughb@gtlaw.com
blaneyb@gtlaw.com

If to any Stockholder:

c/o Black Diamond Capital Management, L.L.C.
One Sound Shore Drive, Suite 200
Greenwich, Connecticut 06830
Attention: Legal Department

With a copy to:

Latham & Watkins, LLP
885 Third Avenue
New York, New York 10022-4834
Attention: Stephen B. Amdur
Facsimile: (212) 751-4864
Email: stephen.amdur@lw.com

14. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(b) All Actions arising out of or relating to this Agreement shall be heard and determined in the Court of Chancery of the State of Delaware (or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware). The parties hereby (i) submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, only if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware) for the purpose of any Action arising out of or relating to this Agreement brought by any party and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not

subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such Action is brought in an inconvenient forum, that the venue of such Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts. Each of the parties hereto agrees that mailing of process or other papers in connection with any action or proceeding in the manner provided in Section 13 or such other manner as may be permitted by Law shall be valid and sufficient service of process.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14(c).

(d) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(f) The parties shall execute such further documents and take such further actions as may be reasonably necessary to implement and carry out the intent of this Agreement.

(g) All Section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or reference shall be derived therefrom.

(h) The obligations of the Stockholders set forth in this Agreement shall not be effective or binding upon the Stockholders until after such time as the Merger Agreement is executed and delivered by the Company, Parent and Merger Sub, and the parties agree that there is not and has not been any other agreement, arrangement or understanding between the parties hereto with respect to the matters set forth herein.

(i) No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto except in connection with an assignment of Shares as contemplated by Section 5. Any assignment contrary to the provisions of thisSection 14(i) shall be null and void.

(j) Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person (other than, in the case of Parent, its successors and permitted assigns and other than, in the case of the Stockholders, their successors and permitted assigns) any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(k) This Agreement is being entered into by each Stockholder solely in its capacity as a beneficial owner and the record holder of such Stockholder's Shares and notwithstanding any other provision of this Agreement, nothing in this Agreement is intended to, or shall be construed to, prohibit

any Stockholder, or any officer or Affiliate of any of the Stockholders who is a director of the Company, from taking any action in his capacity as a member of the Company Board or from exercising his fiduciary duties as a member of the Company Board.

(l) The rights and obligations of each of the Stockholders under this Agreement shall be several and not joint. All references to actions to be taken by the Stockholders, or representations and warranties to be made, under this Agreement refer to actions to be taken or representations or warranties to be made by Stockholders acting severally and not jointly. Except for any liability for claims, losses, damages, liabilities or other obligations arising out of a Stockholder's failure to perform its obligations under this Agreement, Parent agrees that no Stockholder will be liable for claims, losses, damages, liabilities or other obligations resulting from any breach by the Company of the Merger Agreement, and that the Company shall not be liable for claims, losses, damages, liabilities or other obligations resulting from or related to any Stockholder's failure to perform its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

TTM TECHNOLOGIES, INC., a Delaware corporation

By: */s/ Thomas T. Edman*
Name: Thomas T. Edman
Title: President and Chief Executive Officer

GSC Recovery II, L.P.

By: GSC Recovery II GP, L.P.
in its capacity as General Partner
By: GSC RII, LLC
in its capacity as General Partner
By: GSC Acquisition Holdings, L.L.C.,
in its capacity as Managing Member
By: GSC Manager, LLC,
in its capacity as Manager
By: Black Diamond Capital Management, L.L.C,
in its capacity as Member

/s/ Stephen H. Deckoff
Stephen H. Deckoff
Managing Principal

Number of Shares of Company Common Stock:

2,632,918

GSC Recovery IIA, L.P.

By: GSC Recovery IIA GP, L.P.
in its capacity as General Partner
By: GSC RIIA, LLC
in its capacity as General Partner
By: GSC Acquisition Holdings, L.L.C.,
in its capacity as Managing Member
By: GSC Manager, LLC,
in its capacity as Manager
By: Black Diamond Capital Management, L.L.C,
in its capacity as Member

/s/ Stephen H. Deckoff
Stephen H. Deckoff
Managing Principal

Number of Shares of Company Common Stock:

1,352,023

Exhibit 10.3

EXECUTION VERSION

JPMORGAN CHASE BANK, N.A.
J.P. MORGAN SECURITIES LLC
383 Madison Avenue
New York, New York 10179

BARCLAYS
Seventh Avenue
New York, New York 10019

September 21, 2014

TTM Technologies, Inc.
1665 Scenic Avenue
Suite 250
Costa Mesa, California 92626
Attention: Todd Schull, Chief Financial Officer

Project Vector
Commitment Letter

Ladies and Gentlemen:

You have advised JPMorgan Chase Bank, N.A. ("JPMorgan Chase Bank"), J.P. Morgan Securities LLC ("JPMorgan") and Barclays Bank PLC ("Barclays", and together with JPMorgan Chase Bank and JPMorgan, the "Commitment Parties", "us" or "we") that TTM Technologies, Inc., a Delaware corporation ("you" or the "Borrower") intends to acquire, through a merger, the company you have identified to us as "Vector" (the "Target") and consummate the other transactions described on Exhibit A hereto. Capitalized terms used but not defined herein are used with the meanings assigned to them on the Exhibits attached hereto (such Exhibits, together with this letter, collectively, the "Commitment Letter").

1. Commitments

In connection with the Transactions, in each case upon the terms and conditions set forth in this letter and Exhibits B, C and D hereto (collectively, the "Term Sheets"):

(a) JPMorgan Chase Bank is pleased to advise you of its several, but not joint, commitment to provide (i) 57% of the aggregate amount of the ABL Facility and (ii) 57% of the aggregate amount of the Term B Facility, and

(b) Barclays (together with JPMorgan Chase Bank, the "Initial Lenders") is pleased to advise you of its several, but not joint, commitment to provide (i) 43% of the aggregate amount of the ABL Facility and (ii) 43% of the aggregate amount of the Term B Facility.

2. Titles and Roles

It is agreed that:

(a) (i) JPMorgan and Barclays will act as joint lead arrangers and bookrunners for the ABL Facility (acting in such capacities, the "ABL Lead Arrangers"), (ii) JPMorgan Chase Bank will act as sole administrative agent for the ABL Facility (acting in such capacity, the "ABL Administrative Agent") and (iii) Barclays will act as sole syndication agent for the ABL Facility; and

(b) (i) JPMorgan and Barclays will act as joint lead arrangers and bookrunners for the Term B Facility (acting in such capacities, the "Term Lead Arrangers" and, together with the ABL Lead Arrangers, the "Lead Arrangers"), (ii) JPMorgan Chase Bank will act as sole administrative agent for the Term B Facility (acting in such capacity, the "Term Administrative Agent") and (iii) Barclays will act as sole syndication agent for the Term B Facility.

It is further agreed that JPMorgan will have "left" placement in any marketing materials or other documentation used in connection with the Credit Facilities and Barclays will have placement immediately to the "right" of JPMorgan in any marketing materials or other documentation used in connection with the Credit Facilities. You agree that no other agents, co-agents, arrangers, co-arrangers, bookrunners, co-bookrunners, managers or co-managers will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated by the Term Sheets and Fee Letters referred to below) will be paid in connection with the Credit Facilities unless you and we shall so reasonably agree; provided that no later than the date that is 15 business days after the date of your acceptance of this Commitment Letter you may appoint up to three additional co-documentation agents (each an "Additional Agent" and, collectively, the "Additional Agents") in a manner and with economics determined by you in consultation with the Lead Arrangers (it being understood that, to the extent you appoint an Additional Agent, (v) the commitments of such Additional Agent (and any relevant affiliate) shall be allocated on a pro rata basis across each of the Credit Facilities and the commitments of the Initial Lenders in respect of the Credit Facilities will be reduced by the amount of the commitments of such Additional Agent (and any relevant affiliate), with such reduction allocated to reduce the commitments of the Initial Lenders on a pro rata basis among the Initial Lenders and on a pro rata basis across each of the Credit Facilities, (w) the economics awarded to such Additional Agent shall be in proportion to its commitments in respect of the Credit Facilities, (x) the Commitment Parties (as defined without giving effect to the joinder of any Additional Agent) shall have not less than 70% of the total economics for the Credit Facilities on the Closing Date, (y) no Additional Agent (nor any affiliate thereof) shall receive greater economics in respect of any Credit Facility than that received by any Commitment Party (as defined without giving effect to the joinder of any Additional Agent) together with its affiliates and (z) upon the execution by any Additional Agent (and any relevant affiliate) of customary joinder documentation, each such Additional Agent (and any relevant affiliate) shall thereafter constitute a "Commitment Party" hereunder and it or its relevant affiliate providing such commitment shall constitute an "Initial Lender" hereunder).

3. Syndication

We intend to syndicate the Credit Facilities to a group of lenders identified by us in consultation with you (together with the Initial Lenders, the "Lenders"). The Commitment Parties intend to commence syndication efforts promptly, and you agree actively to assist (and to use your commercially reasonable efforts to cause the Target to actively assist) the Commitment Parties in completing a syndication satisfactory to the Commitment Parties. Such assistance shall include (A) your using commercially reasonable efforts to ensure that the syndication efforts benefit from your, your affiliates', the Target's and the Target's affiliates existing banking relationships (and your using commercially reasonable efforts to ensure the syndication efforts benefit from the Target's existing banking relationships), (B) direct contact between your senior management and advisors and the proposed Lenders (and using your commercially reasonable efforts to ensure such contact between senior management of the Target and the proposed Lenders), (C) your preparing and providing to the Commitment Parties (and using commercially reasonable efforts, to the extent practical and appropriate and in all instances not in contravention of the Purchase Agreement, to cause the Target to prepare and provide) all information with respect to you and your subsidiaries and the Target and its subsidiaries and the Acquisition, including all financial information and Projections (as defined below), as the Commitment Parties may reasonably request in connection with the arrangement and syndication of the Credit Facilities and your assistance (and using your commercially reasonable efforts to cause the Target to assist) in the preparation of one or

more confidential information memoranda (each, a "Confidential Information Memorandum") and other marketing materials to be used in connection with the syndication (all such information, memoranda and material, "Information Materials"), (D) your hosting, with the Commitment Parties, of one or more meetings of prospective Lenders at times and locations to be mutually agreed (and using your commercially reasonable efforts to cause the officers of the Target to be available for such meetings), (E) your using your commercially reasonable efforts to obtain (x) corporate credit and/or corporate family ratings for the Borrower and (y) ratings for the Credit Facilities from each of Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Financial Services LLC ("S&P") as soon as practicable and in any event prior to the commencement of syndication of the Credit Facilities, (F) your ensuring that there is no competing offering, placement, arrangement or syndication of any debt securities (other than as contemplated in the Arranger Fee Letter) or bank financing (other than the Credit Facilities) or announcement thereof by or on behalf of you and your subsidiaries and your using commercially reasonable efforts to ensure that there is no competing offering, placement, arrangement or syndication of any debt securities or bank financing or announcement thereof by or on behalf of the Target and its subsidiaries and (G) using your commercially reasonable efforts to ensure that the ABL Administrative Agent has sufficient access to the Borrower and its subsidiaries and the Target and its subsidiaries to conduct a commercial finance audit examination and appraisal of the inventory of the Borrower and its subsidiaries and the Target and its subsidiaries prior to the Closing Date. Upon the request of any Commitment Party, you will use your commercially reasonable efforts to cause the Target to furnish, for no fee, to such Commitment Party an electronic version of the Target's and its subsidiaries' corporate logos for use in marketing materials for the purpose of facilitating the syndication of the Credit Facilities (the "License"); provided, however, that the License shall be used solely for the purpose described above and in a manner that is not intended or reasonably likely to harm, disparage or otherwise adversely affect the Target and its subsidiaries; provided, further, that the License may not be assigned or transferred. Without limiting your obligations to assist with syndication efforts as set forth in this paragraph, we agree that we will not be released from our obligations set forth herein (including our obligation to fund the ABL Facility and the Term B Facility on the terms and conditions set forth in this Commitment Letter) in connection with any syndication or assignment to any Lender unless (A) (i) you have consented to such syndication or assignment in writing (such consent not to be unreasonably withheld or delayed) and (ii) any such Lender has entered into an amendment or joinder with respect to this Commitment Letter committing to provide a portion of the Credit Facilities (in which case our commitments hereunder shall be reduced at such time by an amount equal to the commitment assumed by such Lender) or (B) such Lender shall have entered into the applicable Credit Facilities Documentation and funded the portion of the Credit Facilities required to be funded by it on the Closing Date.

The Lead Arrangers will manage, in consultation with you, all aspects of the syndication, including decisions as to the selection of institutions to be approached and when they will be approached, when commitments will be accepted, which institutions will participate, the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders. You hereby acknowledge and agree that the Lead Arrangers will have no responsibility other than to arrange the syndication as set forth herein and in no event shall the Commitment Parties be subject to any fiduciary or other implied duties in connection with the transactions contemplated hereby.

At the request of the Commitment Parties, you agree to assist in the preparation of a version of each Confidential Information Memorandum or other Information Material (a "Public Version") consisting exclusively of information with respect to you and your affiliates, the Target and its subsidiaries and the Acquisition that is either publicly available or not material with respect to you and your affiliates, the Target and its subsidiaries, any of your or their respective securities or the Acquisition for purposes of United States federal and state securities laws (such information, "Non-MNPI"). Such Public Versions, together with any other information prepared by you or the Target or your or its affiliates or representatives and conspicuously marked "Public" (collectively, the "Public Information"), which at a

minimum means that the word "Public" will appear prominently on the first page of any such information, may be distributed by us to prospective Lenders who have advised us that they wish to receive only Non-MNPI ("Public Side Lenders"). You acknowledge and agree that, in addition to Public Information and unless you promptly notify us otherwise, (a) drafts and final definitive documentation with respect to the Credit Facilities, (b) administrative materials prepared by the Commitment Parties for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda) and (c) notifications of changes in the terms of the Credit Facilities may be distributed to Public Side Lenders. You acknowledge that Commitment Party public-side employees and representatives who are publishing debt analysts may participate in any meetings held pursuant to clause (D) of the second preceding paragraph; provided that such analysts shall not publish any information obtained from such meetings (i) until the syndication of the Credit Facilities has been completed upon the making of allocations by the Lead Arrangers and the Lead Arrangers freeing the Credit Facilities to trade or (ii) in violation of any confidentiality agreement between you and the relevant Commitment Party.

In connection with our distribution to prospective Lenders of any Confidential Information Memorandum and, upon our request, any other Information Materials, you will execute and deliver to us a customary authorization letter authorizing such distribution and, in the case of any Public Version thereof or other Public Information, representing that it only contains Non-MNPI. Each Confidential Information Memorandum will be accompanied by a disclaimer exculpating you, the Target and us with respect to any use thereof and of any related Information Materials by the recipients thereof.

4. Information

You hereby represent and warrant that (with respect to any information relating to the Target and its subsidiaries, to your knowledge) (a) all information (including all Information Materials), other than the Projections and information of a general economic or industry specific nature (the "Information"), that has been or will be made available to us by you or any of your representatives in connection with the transactions contemplated hereby, when taken as a whole, does not or will not, when furnished to us, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, when taken as a whole, not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements thereto) and (b) the financial projections and other forward-looking information (the "Projections") that have been or will be made available to us by you or any of your representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time furnished to us (it being recognized by the Commitment Parties that such Projections are not to be viewed as facts and that actual results during the period or periods covered by any such Projections may differ from the projected results, and such differences may be material). You agree that if, at any time prior to the Closing Date and thereafter until completion of our syndication efforts, you become aware that any of the representations in the preceding sentence would be incorrect if such Information or Projections were furnished at such time and such representations were remade, in any material respect, then you will (or, with respect to the Information and Projections relating to the Target and its subsidiaries, will use commercially reasonable efforts to) promptly supplement the Information and the Projections so that (with respect to Information and Projections relating to the Target and its subsidiaries, to your knowledge) such representations when remade would be correct, in all material respects, under those circumstances. You understand that in arranging and syndicating the Credit Facilities we may use and rely on the Information and Projections without independent verification thereof.

5. Fees

As consideration for the commitments and agreements of the Commitment Parties hereunder, you agree to pay or cause to be paid the nonrefundable fees described in the Arranger Fee Letter dated the date hereof and delivered herewith (the "Arranger Fee Letter") and the Administrative Agent Fee Letter dated the date hereof and delivered herewith (the "Administrative Agent Fee Letter"; and together with the Arranger Fee Letter, the "Fee Letters") on the terms and subject to the conditions set forth therein.

6. Conditions

Each Commitment Party's commitments and agreements hereunder are subject to the conditions set forth in this Section 6, in Exhibit D, in Exhibit B under the heading "CERTAIN CONDITIONS – Initial Conditions" and in Exhibit C under the heading "CERTAIN CONDITIONS – Conditions Precedent" (as applicable).

Notwithstanding anything in this Commitment Letter, the Fee Letters or the Credit Facilities Documentation to the contrary (a) the only representations relating to you and your subsidiaries and the Target and its subsidiaries and their respective businesses the accuracy of which shall be a condition to availability of the Credit Facilities on the Closing Date shall be (i) such of the representations made by and on behalf of the Target in the Purchase Agreement as are material to the interests of the Lenders, but only to the extent that the accuracy of any such representation is a condition to your obligations (or the obligations of the Purchaser) to close under the Purchase Agreement or you (or the Purchaser) has the right (without regard to any notice requirement but giving effect to any applicable cure provisions) to terminate your (or its) obligations under the Purchase Agreement as a result of a breach of such representations in the Purchase Agreement (the "Purchase Agreement Representations") and (ii) the Specified Representations (as defined below), and (b) the terms of the Credit Facilities Documentation shall be in a form such that they do not impair availability or funding of the Credit Facilities on the Closing Date if the conditions set forth in this paragraph 6 and Exhibit D to this Commitment Letter are satisfied (or waived by the Commitment Parties) (it being understood that, to the extent any Collateral (including the grant or perfection of any security interest) referred to in the Term Sheets is not or cannot be provided on the Closing Date (other than the grant and perfection of security interests (i) in Collateral with respect to which a lien may be perfected solely by the filing of a financing statement under the Uniform Commercial Code ("UCC") or (ii) in capital stock of U.S. subsidiaries that constitutes Collateral with respect to which a lien may be perfected by the delivery of a stock certificate) after your use of commercially reasonable efforts to do so without undue burden or expense, then the provision of such Collateral shall not constitute a condition precedent to the availability or funding of the Credit Facilities on the Closing Date, but may instead be provided after the Closing Date pursuant to arrangements to be mutually agreed). For purposes hereof, "Specified Representations" means the representations and warranties of the Borrower and the Guarantors referred to in the Term Sheets relating to corporate existence and qualification; power and authority to enter into the Credit Facilities Documentation; due authorization, execution and delivery of, and enforceability of, the Credit Facilities Documentation; effectiveness, validity and perfection of liens in the Collateral under the security documents (subject to the limitations set forth in the preceding sentence and permitted liens as provided in the applicable Credit Facilities Documentation); no conflicts with organizational documents and material debt agreements; use of proceeds; Investment Company Act; solvency as of the Closing Date (after giving effect to the Transactions) of the Borrower and its subsidiaries on a consolidated basis (solvency to be defined in a manner consistent with the manner in which solvency is determined in the solvency certificate to be delivered pursuant to paragraph 1(b) of Exhibit D); Federal Reserve margin regulations; the Patriot Act; OFAC; FCPA; and the Investment Company Act. Notwithstanding anything in this Commitment Letter or the Fee Letters to the contrary, the only conditions to availability of the Credit Facilities on the Closing Date are set forth in each of the relevant Term Sheets under the heading "CERTAIN CONDITIONS–

Initial Conditions" (in the case of Exhibit B) or "CERTAIN CONDITIONS" (in the case of Exhibit C) and in Exhibit D. This paragraph, and the provisions herein, shall be referred to as the "Limited Conditionality Provision".

7. Indemnification and Expenses

You agree (a) to indemnify and hold harmless the Commitment Parties, their affiliates and their respective directors, officers, employees, advisors, agents and other representatives (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with this Commitment Letter, the Fee Letters, the Credit Facilities, the use of the proceeds thereof or the Acquisition and the Transactions or any claim, litigation, investigation or proceeding (a "Proceeding") relating to any of the foregoing, regardless of whether any indemnified person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person, and to reimburse each indemnified person upon demand for any reasonable and documented legal or other out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from (i) the willful misconduct or gross negligence of such indemnified person or its control affiliates, directors, officers or employees (collectively, the "Related Parties"), (ii) a material breach in bad faith of the obligations of such indemnified person or any of its affiliates under this Commitment Letter, the Fee Letters or the Credit Facilities Documentation or (iii) disputes that are brought by an indemnified person against any other indemnified person (other than any claims against any arranger, bookrunner or agent in its capacity or in fulfilling its roles as an arranger, bookrunner or agent hereunder or any similar role with respect to the Credit Facilities) to the extent such disputes do not arise from any act or omission of you or any of your affiliates and (b) regardless of whether the Closing Date occurs, to reimburse each Commitment Party and its affiliates for all reasonable and documented out-of-pocket expenses that have been invoiced prior to the Closing Date or following termination or expiration of the commitments hereunder (including due diligence expenses, syndication expenses, travel expenses, and the reasonable fees, charges and disbursements of (x) the external counsel identified in the Term Sheets and (y) with respect to fees, charges and disbursements incurred prior to the date hereof, a single external counsel of Barclays) incurred in connection with each of the Credit Facilities and any related documentation (including this Commitment Letter and the Credit Facilities Documentation) or the administration, amendment, modification or waiver thereof. It is further agreed that each Commitment Party shall only have liability to you (as opposed to any other person) and that each Commitment Party shall be liable solely in respect of its own commitment to the Credit Facilities on a several, and not joint, basis with any other Commitment Party. No indemnified person shall be liable for any damages arising from the use by others of Information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent any such damages are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from the gross negligence or willful misconduct of such indemnified person (or any of its Related Parties). None of the indemnified persons or you, the Target or any of your or their respective affiliates or the respective directors, officers, employees, advisors, and agents of the foregoing shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the Fee Letters, the Credit Facilities or the transactions contemplated hereby, provided that nothing contained in this sentence shall limit your indemnity obligations in respect of any such damages incurred or paid by an indemnified person to a third party.

8. Sharing of Information, Absence of Fiduciary Relationship, Affiliate Activities

You acknowledge that each Commitment Party (or an affiliate) is a full service securities firm and such person may from time to time effect transactions, for its own or its affiliates' account or the account of customers, and hold positions in loans, securities or options on loans or securities of you, the Target, your or their respective affiliates and of other companies that may be the subject of the transactions contemplated by this Commitment Letter. In addition, each Commitment Party and its affiliates will not use confidential information obtained from you or your affiliates or on your or their behalf by virtue of the transactions contemplated hereby in connection with the performance by such Commitment Party and its affiliates of services for other companies or persons and each Commitment Party and its affiliates will not furnish any such information to any of their other customers. You also acknowledge that the Commitment Parties and their respective affiliates have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or persons.

The Borrower agrees that it will not assert any claim against any Commitment Party based on an alleged breach of fiduciary duty by such Commitment Party in connection with this Commitment Letter and the transactions contemplated hereby. The Borrower acknowledges and agrees that, as a Lead Arranger, neither JPMorgan nor Barclays is advising the Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. The Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and no Lead Arranger shall have any responsibility or liability to the Borrower with respect thereto. Any review by a Lead Arranger of the Borrower, the Target, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of such Lead Arranger and its lending affiliates, and shall not be on behalf of the Borrower. It is understood that this paragraph shall not apply to or modify or otherwise affect any arrangement with any financial advisor separately retained by you or any of your affiliates in connection with the Acquisition, in its capacity as such.

9. Confidentiality

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter nor the Fee Letters nor any of their terms or substance shall be disclosed by you, directly or indirectly, to any other person except (a) you and your officers, directors, employees, affiliates, members, partners, attorneys, accountants, agents and advisors and those of the Target and its subsidiaries and the Target itself, in each case on a confidential and need-to-know basis (provided that any disclosure of the Fee Letters or its terms or substance to the Target or its officers, directors, employees, attorneys, accountants, agents or advisors shall be redacted in a manner reasonably satisfactory to the applicable Commitment Parties), (b) in any legal, judicial or administrative proceeding or as otherwise required by law or regulation or as requested by a governmental authority (in which case you agree, to the extent permitted by law, to use commercially reasonable efforts to inform us promptly in advance thereof), (c) upon notice to the Commitment Parties, this Commitment Letter and the existence and contents hereof (but not the Fee Letters or the contents thereof other than the existence thereof and the contents thereof as part of projections, pro forma information and a generic disclosure of aggregate sources and uses to the extent customary in marketing materials and other required filings) may be disclosed in any syndication or other marketing material in connection with the Credit Facilities or in connection with any public filing requirement, and (d) the Term Sheets may be disclosed to potential Lenders and to any rating agency in connection with the Acquisition and the Credit Facilities.

The Commitment Parties shall use all nonpublic information received by them in connection with the Acquisition and the related transactions solely for the purposes of providing the services that are the

subject of this Commitment Letter and shall treat confidentially all such information; provided, however, that nothing herein shall prevent any Commitment Party from disclosing any such information (a) to rating agencies, (b) to any Lenders or participants or prospective Lenders or participants, (c) in any legal, judicial or administrative proceeding or other compulsory process or as required by applicable law or regulations (in which case such Commitment Party shall use commercially reasonable efforts to promptly notify you, in advance, to the extent permitted by law), (d) upon the request or demand of any regulatory authority having jurisdiction over such Commitment Party or its affiliates, (e) to the employees, legal counsel, independent auditors, professionals and other experts or agents of such Commitment Party (collectively, "Representatives") who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (f) to any of its respective affiliates (provided that any such affiliate is advised of its obligation to retain such information as confidential, and such Commitment Party shall be responsible for its affiliates' compliance with this paragraph) solely in connection with the Acquisition and any related transactions, (g) to the extent any such information becomes publicly available other than by reason of disclosure by such Commitment Party, its affiliates or Representatives in breach of this Commitment Letter and (h) for purposes of establishing a "due diligence" defense; provided that the disclosure of any such information to any Lenders or prospective Lenders or participants or prospective participants referred to above shall be made subject to the acknowledgment and acceptance by such Lender or prospective Lender or participant or prospective participant that such information is being disseminated on a confidential basis in accordance with the standard syndication processes of such Commitment Party or customary market standards for dissemination of such type of information. The provisions of this paragraph shall automatically terminate two years following the date of this Commitment Letter.

10. Miscellaneous

This Commitment Letter shall not be assignable by you (except to one or more of your subsidiaries immediately prior to or otherwise substantially concurrently with the consummation of the Acquisition) without the prior written consent of each Commitment Party (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and the indemnified persons and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the indemnified persons to the extent expressly set forth herein. The Commitment Parties reserve the right to employ the services of their affiliates in providing services contemplated hereby and to allocate, in whole or in part, to their affiliates certain fees payable to the Commitment Parties in such manner as the Commitment Parties and their affiliates may agree in their sole discretion. This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and each Commitment Party. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letters are the only agreements that have been entered into among us and you with respect to the Credit Facilities and set forth the entire understanding of the parties with respect thereto. This Commitment Letter and any claim or controversy arising hereunder or related hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York; provided that the laws of the State of Delaware shall govern in determining (i) the interpretation of the definition of Company Material Adverse Effect and whether or not a Company Material Adverse Effect has occurred, (ii) the accuracy of any Purchase Agreement Representation and whether as a result of any inaccuracy thereof, a condition to your obligations (or the obligations of the Purchaser) to close under the Purchase Agreement has not been met or you (or the Purchaser) have the right (without regard to any notice requirement but giving effect to any applicable cure provisions) to terminate your (or its) obligations under the Purchase Agreement and (iii)

whether the Acquisition has been consummated in accordance with the terms of the Purchase Agreement (in each case without regard to its rules of conflicts of law).

You and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any state or Federal court sitting in the Borough of Manhattan in the City of New York over any suit, action or proceeding arising out of or relating to the Transactions or the other transactions contemplated hereby, this Commitment Letter or the Fee Letters or the performance of services hereunder or thereunder. You and we agree that service of any process, summons, notice or document by registered mail addressed to you or us shall be effective service of process for any suit, action or proceeding brought in any such court. You and we hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any inconvenient forum. You and we hereby irrevocably agree to waive trial by jury in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of the Transactions, this Commitment Letter or the Fee Letters or the performance of services hereunder or thereunder.

Each of the Commitment Parties hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies the Borrower and each Guarantor, which information includes names, addresses, tax identification numbers and other information that will allow such Lender to identify the Borrower and each Guarantor in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Commitment Parties and each Lender.

The indemnification, fee, expense, jurisdiction, syndication and confidentiality provisions contained herein and in the Fee Letters shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the commitments hereunder; provided that your obligations under this Commitment Letter (other than your obligations with respect to (a) assistance to be provided in connection with the syndication thereof (including as to the provision of information and representations with respect thereto) and (b) confidentiality) shall automatically terminate and be superseded, to the extent comparable, by the provisions of the Credit Facilities Documentation upon the initial funding thereunder, and you shall automatically be released from all liability in connection therewith at such time.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and the Fee Letters by returning to JPMorgan executed counterparts of this Commitment Letter and the Fee Letters not later than 9:00 p.m., New York City time, on September 21, 2014. This offer will automatically expire at such time if we have not received such executed counterparts in accordance with the preceding sentence. In the event that the initial borrowing under the Credit Facilities does not occur on or before the Expiration Date, then this Commitment Letter and the commitments hereunder shall automatically terminate unless we shall, in our discretion, agree to an extension. "Expiration Date" means the earliest of (i) the date that is nine months after the date hereof (the "Commitment Outside Date"); provided that (x) if on the Commitment Outside Date one or more conditions to the closing of the Acquisition set forth in Section 7.01(b), 7.01(d) or 7.01(c) of the Purchase Agreement (but for purposes of Section 7.01(c) of the Purchase Agreement only if such restraint or prohibition is attributable to an Antitrust Law (as defined in the Purchase Agreement as of the date hereof) or Exon-Florio (as defined in the Purchase Agreement as of the date hereof) or otherwise seeking approval under an Antitrust Law (as defined in the Purchase Agreement as of the date hereof) or CFIUS Approval (as defined in the Purchase Agreement as of the date hereof)) shall not have been fulfilled, but all other conditions to the closing of the Acquisition shall be or shall be capable of being fulfilled and (y) the Outside Date (as defined in the Purchase Agreement as of the date hereof) is extended pursuant to the

Purchase Agreement for a period of up to three additional months, then the Commitment Outside Date shall be extended to match the new Outside Date under the Purchase Agreement, (ii) the closing of the Acquisition (x) in the case of the ABL Facility, without the use of the ABL Facility (it being agreed that no borrowings thereunder shall be required as of the Closing Date) or (y) in the case of the Term B Facility, without the use of the Term B Facility and (iii) the termination of the Purchase Agreement prior to closing of the Acquisition.

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: */s/ Jeff Bailard*
Name: Jeff Bailard
Title: Executive Director

J.P. MORGAN SECURITIES LLC

By: */s/ Gregory Spier*
Name: Gregory Spier
Title: Managing Director

BARCLAYS BANK PLC

By: */s/ Christina Park*
Name: Christina Park
Title: Managing Director

Accepted and agreed to as of the date first written above:

TTM TECHNOLOGIES, INC.

By: */s/ Thomas T. Edman*
Name: Thomas T. Edman
Title: President and Chief Executive Officer

EXHIBIT A

PROJECT VECTOR
TRANSACTION SUMMARY

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the Commitment Letter to which this Exhibit A is attached and in Exhibits B, C and D thereto.

TTM Technologies, Inc. (the "Borrower") intends to acquire (the "Acquisition") the company identified to us as "Vector" (the "Target") through a merger transaction, pursuant to an Agreement and Plan of Merger (together with all exhibits, schedules and disclosure letters thereto, the "Purchase Agreement") dated as of September 21, 2014 among the Target, a newly formed subsidiary of the Borrower (the "Purchaser") and the Borrower. In connection therewith, it is intended that:

(a) The Borrower will obtain a senior secured asset-based revolving facility (the "ABL Facility") in an aggregate amount of $150 million, as described in Exhibit B.

(b) The Borrower will obtain a senior secured term loan B facility (the "Term B Facility" and together with the ABL Facility, the "Credit Facilities") in an aggregate amount of $1,115 million, as described in Exhibit C.

(c) The proceeds of the Credit Facilities on the Closing Date will be applied (i) to refinance certain existing indebtedness of the Target (including the Target's 7.875% Senior Secured Notes due 2019), (ii) to refinance certain existing indebtedness of the Borrower (including the Facility Agreement, dated September 14, 2012, consisting of a $370 million senior secured term loan, a $90 million senior secured revolving loan and a secured $80 million letter of credit facility (such letter of credit facility, the "Hong Kong LC Facility")); provided that the Hong Kong LC Facility will be amended, refinanced or otherwise replaced on terms mutually agreeable to the Borrower and the Commitment Parties (such amended, refinanced or replacement facility, the "Hong Kong Replacement LC Facility"), (iii) to pay the cash consideration for the Acquisition and (iv) to pay the fees and expenses incurred in connection with the Transactions (such fees and expenses, the "Transaction Costs").

The transactions described above are collectively referred to herein as the "Transactions". For purposes of this Commitment Letter and the Fee Letters, "Closing Date" shall mean the date of the satisfaction or waiver of the conditions set forth in Exhibit D and the initial funding of the relevant Credit Facilities.

EXHIBIT B

PROJECT VECTOR
$150 million
ABL Facility
Summary of Terms and Conditions

Set forth below is a summary of the principal terms and conditions for the ABL Facility. Capitalized terms used but not defined shall have the meanings set forth in the Commitment Letter to which this Exhibit B is attached and in Exhibits A, C and D attached thereto.

1. PARTIES

Borrower:	TTM Technologies, Inc. (the "Borrower").
Guarantors:	Each of the Borrower's direct and indirect, existing and future, wholly-owned domestic subsidiaries, including the Target (collectively, the "Guarantors"; together with the Borrower, the "Loan Parties").
Lead Arrangers and Bookrunners:	J.P. Morgan Securities LLC and Barclays Bank PLC (in such capacities, the "ABL Lead Arrangers").
Administrative Agent:	JPMorgan Chase Bank, N.A. ("JPMorgan Chase Bank" and in such capacity, the "ABL Administrative Agent").
Syndication Agent:	Barclays Bank PLC.
Lenders:	A syndicate of banks, financial institutions and other entities arranged by the ABL Lead Arrangers (collectively, the "Lenders").

2. ABL FACILITY

A. ABL Facility

Type and Amount:	A five-year asset-based revolving facility (the "ABL Facility"; the commitments thereunder, the "ABL Commitments") in the amount of $150 million (the loans thereunder, together with (unless the context otherwise requires) the Swingline Loans referred to below, the "ABL Loans").
Availability and Maturity:	The ABL Facility shall be available on a revolving basis during the period commencing on the Closing Date and ending on the date that is five years after the Closing Date (the "ABL Termination Date"). The ABL Commitments will expire, and the ABL Loans will mature, on the ABL Termination Date.

Availability (as defined below) under the ABL Facility will be subject to the Borrowing Base referred to below. "Availability" means, at any time, an amount equal to (i) the lesser of the aggregate ABL Commitments and the Borrowing Base minus the sum of (a) the aggregate outstanding amount of ABL Loans plus (b) the sum of (i) the undrawn amount of outstanding Letters of Credit and (ii) unreimbursed drawings in respect of Letters of Credit.

The Borrower will use commercially reasonable efforts to deliver at its expense an inventory appraisal and field examination reasonably satisfactory to the ABL Administrative Agent prior to the Closing Date; provided, however, that (i) in the event that one or both documents cannot be completed and delivered on or before such date, for the period from the Closing Date until the 90th day after the Closing Date (or such earlier date on which the Borrower delivers a satisfactory inventory appraisal and field examination) or (ii) in any event for purposes of the Borrowing Base Certificate (as defined below) to be delivered on or prior to the Closing Date, the Borrowing Base shall be $75 million (the "Initial Borrowing Base"); provided, further, that the Borrower shall cause an initial inventory appraisal and field examination in form and substance reasonably satisfactory to the ABL Administrative Agent to be delivered to the ABL Administrative Agent no later than 90 days after the Closing Date.

Subject to the three immediately preceding paragraphs, the ABL Facility will be available on the Closing Date to fund any OID or upfront fees required to be funded in connection with the exercise of flex contained in the Arranger Fee Letter ("Flex OID"); provided that after giving effect to any such use of the ABL Facility, together with any portion of the ABL Facility used on the Closing Date for letters of credit or to cash collateralize existing letters of credit, Availability shall be not less than 12.5% of the ABL Commitments then in effect.

Letters of Credit:

A portion of the ABL Facility not in excess of $100 million shall be available for the issuance of letters of credit (the "Letters of Credit") by JPMorgan Chase Bank or other Lenders reasonably satisfactory to the Borrower (in such capacity, the "Issuing Lender"). No Letter of Credit shall have an expiration date after the earlier of (a) one year after the date of issuance unless consented to by the Issuing Lender and (b) five business days prior to the ABL Termination Date, provided that any Letter of Credit with a one-year tenor may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (b) above).

Drawings under any Letter of Credit shall be reimbursed by the Borrower (whether with its own funds or with the proceeds of

ABL Loans) within one business day. To the extent that the Borrower does not so reimburse the Issuing Lender, the Lenders under the ABL Facility shall be irrevocably and unconditionally obligated to fund participations in the reimbursement obligations on a pro rata basis.

Swingline Loans: A portion of the ABL Facility not in excess of $30 million shall be available for swingline loans (the "Swingline Loans") from JPMorgan Chase Bank and other Lenders reasonably acceptable to the Borrower (the "Swingline Lenders"); provided that in no event will the Swingline Loans of any Swingline Lender, together with its ABL Loans and participating interests in Letters of Credit (each in its capacity as a Lender), exceed its ABL Commitments. Any Swingline Loans will (a) reduce availability under the ABL Facility on a dollar-for-dollar basis and (b) reduce the available ABL Commitments of the applicable Swingline Lender (in its capacity as a Lender) on a dollar-for-dollar basis. Each Lender under the ABL Facility shall be irrevocably and unconditionally required to purchase, under certain circumstances, a participation in each Swingline Loan on a pro rata basis. Swingline Loans shall be repaid on the earlier of the fifth business day after the making of such Swingline Loan and the ABL Termination Date; provided that on each date that an ABL Loan is made, the Borrower shall repay all Swingline Loans then outstanding.

Borrowing Base: The "Borrowing Base" will equal the sum of (a) 85% of each Loan Party's eligible accounts receivable (including a sublimit for eligible foreign accounts receivable in an amount equal to the lesser of $30 million and 85% of eligible foreign accounts receivable) plus (b) 85% of the net orderly liquidation value percentage identified in the most recent inventory appraisal determined by an appraiser ordered by the ABL Administrative Agent multiplied by each Loan Party's eligible inventory located in the United States and Canada minus (c) reserves established by the ABL Administrative Agent in its Permitted Discretion. "Permitted Discretion" means in respect of the adjustment of eligibility criteria and (without duplication) reserves with respect to the Borrowing Base collateral, a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment following (to the extent practicable) reasonable prior notice to, and consultation with, the Borrower and in accordance with customary business practices for asset-based transactions.

The Borrowing Base will be computed by the Borrower monthly and a certificate presenting the Borrower's computation of the Borrower Base (a "Borrowing Base Certificate") will be delivered to the ABL Administrative Agent promptly, but in no event later than the 20th business day following the end of each calendar month; provided, however, that during a continuance of

a Specified Default for 30 consecutive business days, the Borrower will be required to compute the Borrowing Base and deliver a Borrowing Base Certificate on a weekly basis until the date on which such Specified Default is cured or waived or no longer continuing.

Eligibility:	The definition of eligible accounts receivable and eligible inventory will be determined by the ABL Administrative Agent in its Permitted Discretion; provided that eligible inventory shall only include inventory owned by a Loan Party and located in the United States or Canada. In addition, the ABL Administrative Agent will retain the right, from time to time, in its Permitted Discretion, to establish additional standards of eligibility and reserves against eligibility and to adjust reserves.
Use of Proceeds:	The proceeds of the ABL Loans shall be used to finance the working capital needs and general corporate purposes of the Borrower and its subsidiaries, including (x) on the Closing Date to fund Flex OID as contemplated under the heading "Availability and Maturity" above and (y) thereafter, up to $10 million for Permitted Acquisitions (to be defined in a manner to be reasonably and mutually agreed), as well as capital expenditures, investments and other transactions not prohibited by the ABL Credit Documentation.
B. Increase in ABL Commitments:	The ABL Credit Documentation will permit the Borrower to increase commitments under the ABL Facility (any such increase, an "Incremental ABL Facility"; in an aggregate principal amount of up to $50 million by obtaining additional commitments from one or more Lenders or, with the consent of the ABL Administrative Agent, but without the consent of any other Lenders, from other entities.

3. CERTAIN PAYMENT PROVISIONS

Fees and Interest Rates:	As set forth on Annex I.
Optional Prepayments and Commitment Reductions:	ABL Loans may be prepaid and ABL Commitments may be reduced, in whole or in part without premium or penalty, in minimum amounts to be agreed, at the option of the Borrower at any time upon one day's (or, in the case of a prepayment of Eurodollar Loans (as defined in Annex I hereto), three days') prior notice, subject to reimbursement of the Lenders' redeployment costs in the case of a prepayment of Eurodollar Loans prior to the last day of the relevant interest period.
Mandatory Prepayments:	If at any time the aggregate amount of outstanding ABL Loans, unreimbursed Letter of Credit drawings and undrawn Letters of Credit exceeds the lesser of the aggregate ABL Commitments and the Borrowing Base, the ABL Credit Documentation will

require a prepayment of amounts outstanding under the ABL Facility (without a concurrent reduction of the ABL Commitments) and cash collateralization of outstanding Letters of Credit in the amount of such excess.

4. COLLATERAL

Collateral: The ABL Facility will be secured by the collateral which secures the Term B Facility. The liens securing the ABL Facility will be first priority in the case of the ABL Priority Collateral (as defined below).

"Term Priority Collateral" shall mean all Collateral securing the Term Loans other than ABL Priority Collateral.

"ABL Priority Collateral" shall mean all of the present and after acquired cash, accounts receivable and inventory of the Loan Parties and proceeds of the foregoing (other than any such items constituting foreign assets (other than Canadian assets of the Loan Parties included in the Borrowing Base and foreign accounts receivable billed out of the United States), proceeds arising from the sale or disposition of Term Priority Collateral and cash on deposit in trust accounts, payroll accounts and escrow accounts).

The ABL Priority Collateral will also secure bank products (including ACH transactions, credit card transactions and cash management services) owing to the ABL Administrative Agent or any Lender or its affiliates and swap agreements owing to the ABL Administrative Agent or any Lender or its affiliates.

The lien priority, relative rights and other creditors' rights issues in respect of the ABL Facility and the Term B Facility shall be subject to an intercreditor agreement reasonably satisfactory to the ABL Administrative Agent (the "Intercreditor Agreement").

5. CERTAIN CONDITIONS

Initial Conditions: The availability of the ABL Facility on the Closing Date will be subject only to (a) the conditions precedent set forth in Section 6 of the Commitment Letter and in Exhibit D, and (b) the accuracy in all material respects (and in all respects if qualified by materiality) of the representations and warranties in the ABL Credit Documentation (subject to the Limited Conditionality Provision).

On-Going Conditions: After the Closing Date, the making of each ABL Loan and the issuance of each Letter of Credit shall be conditioned upon (a) the accuracy in all material respects (and in all respects if

qualified by materiality) of all representations and warranties in the definitive documentation for the ABL Facility and (b) there being no default or event of default in existence at the time of, or after giving effect to, such extension of credit.

6. DOCUMENTATION

ABL Credit Documentation:

The definitive documentation for the ABL Facility (the "ABL Credit Documentation") (i) shall be based upon senior secured asset-based revolving credit facilities for similar borrowers with appropriate modifications to baskets and materiality thresholds to reflect the size, leverage and ratings of the Borrower after giving effect to the Acquisition, (ii) shall contain the terms and conditions set forth in this Term Sheet, (iii) shall reflect the operational and strategic requirements of the Borrower and its subsidiaries in light of their size, industries and practices and (iv) shall reflect the customary agency and operational requirements of the ABL Administrative Agent (collectively, the "ABL Documentation Standard"), in each case, subject to the Limited Conditionality Provision. The ABL Credit Documentation shall, subject to the "flex" provisions contained in the Arranger Fee Letter, contain only those conditions to borrowing, mandatory prepayments, representations and warranties, covenants and events of default expressly set forth in this Term Sheet, in each case, applicable to the Borrower and its subsidiaries and, subject to the ABL Documentation Standard and certain other limitations as set forth herein, with standards, qualifications, exceptions and grace and cure periods consistent with the ABL Documentation Standard.

Financial Covenants:

Limited to a minimum fixed charge coverage ratio (subject to the succeeding paragraph, to be defined in the ABL Credit Documentation in a manner to be agreed) of not less than 1.0:1.0, to be tested at the end of the most recently ended four fiscal quarters for which financial statements have been or are required to be delivered but only at any time that (i) Availability is less than or equal to 10% of the ABL Commitments and on the last day of each subsequent fiscal quarter ending thereafter and prior to the date on which Availability has exceeded 10% of the ABL Commitments for at least 30 consecutive days or (ii) a Specified Event of Default (as defined below) has occurred and on the last day of each subsequent fiscal quarter ending thereafter and prior to the date on which such Specified Event of Default is no longer continuing (the period during which the financial covenant is tested, the "Financial Covenant Compliance Period").

In calculating the fixed charge coverage ratio and leverage ratios, the EBITDA component of such calculation shall provide addbacks for (i) fees and expenses related to the issuance of debt

	or equity, Permitted Acquisitions, permitted investments and permitted dispositions, (ii) losses or expenses that are extraordinary, unusual or non-recurring, (iii) restructuring charges, accruals, reserves and business optimization expenses and (iv) net cost savings, operating expense reductions and synergies projected to be realized as a result of actions taken or to be taken within 12 months of the applicable transaction that are reasonably identifiable and factually supportable, not to exceed 20% of EBITDA in any 12-month period.
Representations and Warranties:	Limited to financial statements (including pro forma financial statements); absence of undisclosed liabilities; no material adverse change; corporate existence; compliance with law; corporate power and authority; enforceability of ABL Credit Documentation; no material conflict with law or contractual obligations; no material litigation; no default; ownership of property; liens; intellectual property; taxes; Federal Reserve regulations; labor matters; ERISA; Investment Company Act; anti-corruption laws, bribery and sanctions; subsidiaries; use of proceeds; environmental matters; accuracy of disclosure; creation and perfection of security interests; solvency; and priority of liens securing the ABL Facility. The representations and warranties shall be substantially consistent with those contained in the Term B Facility other than those which are specific to the ABL Facility.
Affirmative Covenants:	Limited to delivery of quarterly and annual financial statements (provided that monthly financial statements shall be required in the event that Availability is less than 12.5% of the ABL Commitments then in effect for a period of five consecutive business days or a Specified Event of Default has occurred and is continuing), reports, accountants' letters, projections, officers' certificates (including calculations of the financial covenant irrespective of whether a Financial Covenant Compliance Period is then in effect), monthly collateral reporting (including agings and inventory reports and monthly borrowing base certificates) and other information requested by the Lenders (provided that, all collateral reporting will be delivered on a weekly basis in the event that Availability is less than or equal to 12.5% of the ABL Commitments then in effect for a period of five consecutive business days or a Specified Event of Default has occurred and is continuing); payment of taxes and other material obligations; continuation of business and maintenance of existence and material rights and privileges; compliance with laws and material contractual obligations; maintenance of policies and procedures designed to ensure compliance with anti-corruption, bribery and sanctions laws; maintenance of property and insurance; maintenance of books and records; right of the Lenders to inspect property and books and records; field examinations and inventory appraisals; notices of defaults, litigation and other material events; compliance with environmental laws; ERISA;

deposit accounts; and further assurances (including, without limitation, with respect to security interests in after-acquired property). The affirmative covenants shall be substantially consistent with those contained in the Term B Facility other than those which are specific to the ABL Facility.

Negative Covenants:

Limitations on: indebtedness (including guarantee obligations and preferred stock of subsidiaries but excluding the Hong Kong Replacement LC Facility); liens; mergers, consolidations, liquidations and dissolutions; sales of assets; dividends and other payments in respect of capital stock; provided that restricted payments will be permitted without limitation upon satisfaction of the Payment Conditions and other customary conditions (as defined below); acquisitions, investments, loans and advances; provided that Permitted Acquisitions and investments will be permitted without limitation upon satisfaction of the Payment Conditions; prepayments and modifications of subordinated, junior lien and other material debt instruments (including the Borrower's 1.75% convertible senior notes due 2020 (the "Convertible Notes")); transactions with affiliates; sale-leasebacks; changes in fiscal year; hedging arrangements; negative pledge clauses and clauses restricting subsidiary distributions; changes in lines of business; amendments to the Purchase Agreement and other transaction documents; and use of proceeds in compliance with anti-corruption, bribery and sanctions laws. The negative covenants shall be substantially consistent with those contained in the Term B Facility other than those which are specific to the ABL Facility.

"Payment Conditions" means (a) no Specified Event of Default has occurred and is continuing and (b) (i) after giving effect to the proposed event as if it occurred on the first day of the Pro Forma Period, pro forma Availability greater than 20% of the aggregate ABL Commitments at all times during the Pro Forma Period, or (ii) after giving effect to the proposed event as if it occurred on the first day of the Pro Forma Period, (A) pro forma Availability at all times during the Pro Forma Period greater than 15% of the aggregate ABL Commitments and (B) a fixed charge coverage ratio greater than 1.0 :1.0.

"Pro Forma Period" means the period commencing 90 days prior to the date an event is proposed by the Borrower to occur.

"Specified Event of Default" means the occurrence of any payment or bankruptcy default, an event of default arising from the failure to deliver, or material inaccuracy of, any Borrowing Base certificates and failure to comply with the cash management requirements.

Cash Dominion:

The Borrower and its subsidiaries will be subject to cash dominion for the life of the ABL Facility. Funds deposited into

any material, domestic depository account will be swept on a daily basis into a blocked account with the ABL Administrative Agent (provided that so long as no Cash Dominion Period (as defined below) is in effect or a Specified Event of Default has occurred and is continuing, collections which are received into the blocked account with the ABL Administrative Agent shall be deposited into the Borrower's operating account rather than being used to reduce amounts owing under the ABL Facility). The ABL Administrative Agent or another Lender or a bank acceptable to the ABL Administrative Agent shall be the Borrower's principal depository and disbursement bank. The appropriate documentation, including blocked account and/or lockbox agreements acceptable to the ABL Administrative Agent, will be required for all depository accounts of the Borrower and its subsidiaries and will be implemented as promptly as possible following the Closing Date.

"Cash Dominion Period" means any period commencing (a) on the fifth consecutive business day on which Availability is less than or equal to 12.5% of the ABL Commitments and ending on the date on which Availability is greater than 12.5% of the ABL Commitments for 30 consecutive days or (b) upon the occurrence of a Specified Event of Default and ending when no Specified Event of Default is continuing.

Events of Default: Nonpayment of principal when due; nonpayment of interest, fees or other amounts after a grace period to be agreed; material inaccuracy of a representation or warranty when made; violation of a covenant (subject, in the case of certain affirmative covenants, to a grace period to be reasonably and mutually agreed); cross-default to material indebtedness (including the Term B Facility); bankruptcy events; certain ERISA events; material judgments; actual or asserted invalidity of any guarantee, security document or subordination or intercreditor provisions or non-perfection of any security interest; and a change of control (the definition of which is to be agreed). The Events of Default shall be substantially consistent with those contained in the Term B Facility other than those which are specific to the ABL Facility.

Voting: Amendments and waivers with respect to the ABL Credit Documentation shall require the approval of Lenders holding more than 50% of the aggregate amount of the ABL Commitments (the "Required Lenders"), except that (a) the consent of each Lender directly affected thereby shall be required with respect to (i) reductions in the amount or extensions of the scheduled date of any amortization or final maturity of any Loan, (ii) reductions in the rate of interest or any fee or extensions of any due date thereof and (iii) increases in the amount or extensions of the expiry date of any Lender's commitment, (b) the consent of 100% of the Lenders shall be

required with respect to (i) reductions of any of the voting percentages, (ii) releases of all or substantially all the collateral and (iii) releases of all or substantially all of the Guarantors and (c) increases to the advance rates set forth in the definition of Borrowing Base and changes to the eligibility criteria applicable to the Borrowing Base which have the effect of increasing availability thereunder shall require the approval of Lenders holding more than 66 2/3% of the ABL Commitments.

The ABL Credit Documentation shall contain customary provisions for replacing non-consenting Lenders in connection with amendments and waivers requiring the consent of all Lenders or of all Lenders directly affected thereby so long as the Required Lenders shall have consented thereto.

Assignments and Participations:

The Lenders shall be permitted to assign (other than to a Disqualified Lender (as defined below)) all or a portion of their ABL Loans and ABL Commitments with the consent, not to be unreasonably withheld, of (a) the Borrower, unless (i) the assignee is a Lender, an affiliate of a Lender or an approved fund or (ii) an event of default has occurred and is continuing, provided such consent shall be deemed given if the Borrower has not responded within 10 business days following written notice, (b) the ABL Administrative Agent, and (c) any Issuing Lender with significant exposure. In the case of a partial assignment (other than to another Lender, an affiliate of a Lender or an approved fund), the minimum assignment amount shall be $5,000,000, unless otherwise agreed by the Borrower and the ABL Administrative Agent. The ABL Administrative Agent shall receive a processing and recordation fee of $3,500 in connection with each assignment. The Lenders shall also be permitted to sell participations in their ABL Loans. Participants shall have the same benefits as the selling Lenders with respect to yield protection and increased cost provisions, subject to customary limitations. Voting rights of a participant shall be limited to those matters set forth in clause (a) of the preceding paragraph with respect to which the affirmative vote of the Lender from which it purchased its participation would be required. Pledges of ABL Loans in accordance with applicable law shall be permitted without restriction.

"Disqualified Lenders" means (a) competitors of the Borrower and its subsidiaries reasonably acceptable to the ABL Administrative Agent (or the Term Administrative Agent, as applicable) from time to time and (b) certain banks, financial institutions, other institutional lenders and other entities that have been specified to the Lead Arrangers by the Borrower in writing prior to the Closing Date and are reasonably acceptable

to the Lead Arrangers. The list of Disqualified Lenders shall be made available to the Lenders.

No assignment or participation may be made or sold to the Borrower or any of its affiliates.

Field Examinations: Field examinations will be conducted on an ongoing basis at regular intervals at the discretion of the ABL Administrative Agent to ensure the adequacy of Borrowing Base collateral and related reporting and control systems. No more than one field examination per year will be conducted; provided that one additional field examination may be performed if Availability is less than or equal to 20% of the ABL Commitments for a period of five consecutive business days; provided further, that there shall be no limitation on the number or frequency of field examinations if a Specified Event of Default shall have occurred and be continuing. Each such field examination shall be at the Borrower's expense and in a form reasonably satisfactory to the ABL Administrative Agent.

Inventory Appraisals: Inventory appraisals will be conducted on an ongoing basis at regular intervals at the discretion of the ABL Administrative Agent. No more than one inventory appraisal per year will be conducted; provided that one additional inventory appraisal may be performed if Availability is less than or equal to 20% of the ABL Commitments for a period of five consecutive business days; provided further, that there shall be no limitation on the number or frequency of inventory appraisals if a Specified Event of Default shall have occurred and be continuing. Each such inventory appraisal shall be at the Borrower's expense and in a form reasonably satisfactory to the ABL Administrative Agent.

Yield Protection: The ABL Credit Documentation shall contain customary provisions (a) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy, liquidity requirements and other requirements of law (provided that (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a change in law, regardless of the date enacted, adopted, issued or implemented) and from the imposition of or changes in withholding or other taxes (including appropriate gross-up provisions) and (b) indemnifying the Lenders for "breakage costs" incurred in connection with, among other things, any prepayment of a Eurodollar Loan (as defined in

	Annex I) on a day other than the last day of an interest period with respect thereto.
Defaulting Lenders:	The ABL Credit Documentation shall contain provisions relating to "defaulting" Lenders (including provisions relating to reallocation of participations in, or the Borrower providing cash collateral to support, Swingline Loans or Letters of Credit, to the suspension of voting rights and rights to receive certain fees, and to assignment of the ABL Commitments or Loans of such Lenders).
Expenses and Indemnification:	Regardless of whether the Closing Date occurs, the Borrower shall pay (a) all reasonable out-of-pocket expenses of the ABL Administrative Agent and the ABL Lead Arrangers associated with the syndication of the ABL Facility and the preparation, execution, delivery and administration of the ABL Credit Documentation and any amendment or waiver with respect thereto (including the reasonable fees, disbursements and other charges of one primary counsel and one local counsel in each applicable jurisdiction), (b) all out-of-pocket expenses of the ABL Administrative Agent and the Lenders (including the fees, disbursements and other charges of counsel) in connection with the enforcement of the ABL Credit Documentation and (c) reasonable out-of-pocket fees and expenses associated with collateral monitoring, collateral reviews (including field examination fees) and appraisals, environmental reviews and fees and expenses of other advisors and professionals engaged by the ABL Administrative Agent or (prior to the Closing Date) the ABL Lead Arrangers. The ABL Administrative Agent, the ABL Lead Arrangers and the Lenders (and their affiliates and their respective officers, directors, employees, advisors and agents) will have no liability for, and will be indemnified and held harmless against, any losses, claims, damages, liabilities or expenses (including the reasonable fees, disbursements and other charges of counsel) incurred in respect of the financing contemplated hereby or the use or the proposed use of proceeds thereof, except to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from (x) the gross negligence or willful misconduct of the relevant indemnified person (or its related parties) or (y) a material breach in bad faith by such indemnified party of its obligations under the ABL Credit Documentation pursuant to a claim initiated by the Borrower.
Governing Law and Forum:	New York.
Counsel to the ABL Administrative Agent:	Simpson Thacher & Bartlett LLP.

INTEREST AND CERTAIN FEES

Interest Rate Options:	The Borrower may elect that the Loans comprising each borrowing bear interest at a rate per annum equal to (a) the ABR plus the Applicable Margin or (b) the Eurodollar Rate, plus the Applicable Margin; provided that all Swingline Loans shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin. As used herein: "ABR" means the highest of (i) the rate of interest publicly announced by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City (the "Prime Rate"), (ii) the federal funds effective rate from time to time plus 0.50% and (iii) the Eurodollar Rate applicable for an interest period of one month appearing on the Reuters Screen LIBOR01 Page (but in no event less than zero) plus 1.00%. "Eurodollar Rate" means the rate (adjusted for statutory reserve requirements for eurocurrency liabilities, if any) for eurodollar deposits for a period equal to one, two, three or six months (as selected by the Borrower) appearing on the Reuters Screen LIBOR01 Page or LIBOR02 Page published by Reuters (as such rate is administered by ICE Benchmark Association), but in no event less than zero. "Applicable Margin" means 0.75% in the case of ABR Loans and 1.75% in the case of Eurodollar Loans, subject to adjustment in accordance with the Pricing Grid (as defined below). "ABR Loans" means Loans bearing interest based upon the ABR. "Eurodollar Loans" means Loans bearing interest based upon the Eurodollar Rate.
Interest Payment Dates:	In the case of ABR Loans, quarterly in arrears, on the first day of each calendar quarter. In the case of Eurodollar Loans, on the last day of each relevant interest period and, in the case of any interest period longer than three months, on each successive date three months after the first day of such interest period.
Commitment Fees:	The Borrower shall pay a commitment fee calculated at a rate per annum equal to 0.375% on the average daily unused portion of the ABL Facility through the first two full fiscal quarters after the Closing Date and, thereafter, 0.25% so long as the average

	daily unused portion of the ABL Facility is less than 50%. Swingline Loans shall, for purposes of the commitment fee calculations only, not be deemed to be a utilization of the ABL Facility.
Pricing Grid:	Commencing two full fiscal quarters after the Closing Date, the Applicable Margins will be subject to pricing adjustment as set forth in the Pricing Grid attached hereto as Annex I-A.
Letter of Credit Fees:	The Borrower shall pay a fee on the face amount of each Letter of Credit at a per annum rate equal to the Applicable Margin then in effect with respect to Eurodollar Loans under the ABL Facility. Such fee shall be shared ratably among the Lenders participating in the ABL Facility and shall be payable quarterly in arrears. A fronting fee in an amount equal to 0.125% of the face amount of each Letter of Credit shall be payable quarterly in arrears to the Issuing Lender for its own account. In addition, customary administrative, issuance, amendment, payment and negotiation charges shall be payable to the Issuing Lender for its own account.
Default Rate:	At any time when the Borrower is in default in the payment of any amount under the ABL Facility, after giving effect to any applicable grace period, all outstanding amounts under the ABL Facility shall bear interest at 2.00% per annum above the rate otherwise applicable thereto (or, in the event there is no applicable rate, 2.00% per annum in excess of the rate otherwise applicable to ABL Loans maintained as ABR Loans from time to time).
Rate and Fee Basis:	All per annum rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of ABR Loans the interest rate payable on which is then based on the Prime Rate) for actual days elapsed.

Level	Availability	Eurodollar Applicable Margin	ABR Applicable Margin
Level I	> 66%	1.50%	0.50%
Level II	£ 66% but > 33%	1.75%	0.75%
Level III	£ 33%	2.00%	1.00%

The applicable margins and fees shall be determined in accordance with the foregoing table based on the most recent Borrowing Base certificate delivered pursuant to the ABL Credit Documentation. Adjustment, if any, to the applicable margins and fees shall be effective three business days the ABL Administrative Agent has received the applicable Borrowing Base certificate. If the Borrower fails to deliver the Borrowing Base certificate to the ABL Administrative Agent at the time required pursuant to the ABL Credit Documentation, then the applicable margins and fees shall be the highest applicable margin and fees set forth in the foregoing table until the date that such Borrowing Base certificate is so delivered.

EXHIBIT C

PROJECT VECTOR
$1,115 million
Term B Facility
Summary of Terms and Conditions

Set forth below is a summary of the principal terms and conditions for the Term B Facility. Capitalized terms used but not defined shall have the meanings set forth in the Commitment Letter to which this Exhibit C is attached and in Exhibits A, B and D attached thereto.

1. PARTIES

Borrower:	TTM Technologies, Inc. (the "Borrower").
Guarantors:	Each of the Borrower's direct and indirect, existing and future, wholly-owned domestic subsidiaries, including the Target (collectively, the "Guarantors"; together with the Borrower, the "Loan Parties").
Lead Arrangers and Bookrunners:	J.P. Morgan Securities LLC and Barclays Bank PLC (in such capacity, the "Term Lead Arrangers").
Administrative Agent:	JPMorgan Chase Bank, N.A. (in such capacity, the "Term Administrative Agent").
Syndication Agent:	Barclays Bank PLC.
Lenders:	A syndicate of banks, financial institutions and other entities arranged by the Term Lead Arrangers (collectively, the "Lenders").

2. TERM B FACILITY

A. Term B Facility

Type and Amount:	A seven-year term loan B facility (the "Term B Facility") in the amount of $1,115 million (the loans thereunder, the "Term B Loans"; together with term loans under the Incremental Term Facilities, the "Term Loans").
Maturity and Amortization:	The Term B Loans will mature on the date that is seven years after the Closing Date (the "Term B Maturity Date"). The Term B Loans shall be repayable in equal quarterly installments in an aggregate annual amount equal to 1% of the original amount of the Term B Facility. The balance of the Term B Loans will be repayable on the Term B Maturity Date.

Availability:	The Term B Loans shall be made in a single drawing on the Closing Date. Repayments and prepayments of the Term B Loans may not be reborrowed.
Use of Proceeds:	The proceeds of the Term B Loans will be used to finance in part the Transactions.
B. Incremental Facility:	The Term B Credit Documentation (as defined below) will permit the Borrower to add one or more incremental term loan facilities to the Term B Facility (each, an "Incremental Term Facility"); provided that (i) no Lender will be required to participate in any such Incremental Term Facility, (ii) the loans under any such Incremental Term Facility shall rank *pari passu* in right of payment and security with the Term B Facility, (iii) no event of default or default exists or would exist after giving effect thereto, (iii) the aggregate principal amount of the Incremental Term Facilities shall not exceed (a) $300 million and (b) a greater amount if on a pro forma basis after giving effect to the incurrence of any such Incremental Term Facility, the Consolidated Secured Leverage Ratio (to be calculated on a net debt basis and otherwise to be defined in a manner to be mutually agreed and with the EBITDA component to include the addbacks set forth in Exhibit B) of the Borrower is no greater than 2.5:1.0, (iv) the representations and warranties in the Term B Credit Documentation shall be true and correct in all material respects immediately prior to, and after giving effect to, the incurrence of such Incremental Facility, (v) the maturity date and weighted average life to maturity of any such Incremental Term Facility shall be no earlier than the maturity date and weighted average life to maturity, respectively, of the Term Loan Facility, (vi) the interest rates and amortization schedule applicable to any Incremental Term Facility shall be determined by the Borrower and the lenders thereunder; provided that the all-in yield (whether in the form of interest rate margins, original issue discount, upfront fees or LIBOR/ABR floors) applicable to any Incremental Term Facility will not be more than 0.50% higher than the corresponding all-in yield (giving effect to interest rate margins, original issue discount, upfront fees and LIBOR/ABR floors) for the existing Term B Facility, unless the interest rate margins with respect to the existing Term Loan Facility is increased by an amount equal to the difference between the all-in yield with respect to the Incremental Term Facility and the corresponding all-in yield on the existing Term B Facility minus 0.50% and (vii) any Incremental Term Facility shall be on terms and pursuant to documentation to be determined, provided, further that, to the extent such terms and documentation are not consistent with the Term B Facility (except to the extent permitted by clause (v) or (vi) above), they shall be reasonably satisfactory to the Term Administrative Agent. The proceeds of the Incremental Term Facility shall be used for general corporate purposes of the Borrower and its subsidiaries, including

permitted acquisitions, investments and other uses not prohibited by the Term B Credit Documentation.

3. CERTAIN PAYMENT PROVISIONS

Fees and Interest Rates:	As set forth on Annex I.
Optional Prepayments and Commitment Reductions:	Loans may be prepaid, in whole or in part without premium or penalty (except as provided below), in minimum amounts to be reasonably and mutually agreed, at the option of the Borrower at any time upon one day's (or, in the case of a prepayment of Eurodollar Loans (as defined in Annex I hereto), three days') prior notice, subject to reimbursement of the Lenders' redeployment costs in the case of a prepayment of Eurodollar Loans prior to the last day of the relevant interest period. Optional prepayments of the Term Loans shall be applied as directed by the Borrower. Any (a) voluntary prepayment of the Term Loans using proceeds of indebtedness incurred by the Borrower or any of its subsidiaries from a substantially concurrent incurrence of indebtedness for which the all-in yield (calculated as described under "Incremental Facility" above) on the date of such prepayment is lower than the all-in yield on the date of such prepayment with respect to the Term B Loans on the date of such prepayment and (b) repricing of the Term B Loans pursuant to an amendment to the Term B Credit Documentation resulting in the all-in yield thereon on the date of such amendment being lower than the all-in yield on the date immediately prior to such amendment with respect to the Term Loans on the date immediately prior to such amendment shall be accompanied by a prepayment fee equal to 1.0% of the aggregate principal amount of such prepayment (or, in the case of clause (b) above, of the aggregate amount of Term B Loans outstanding immediately prior to such amendment) if made on or prior to the six-month anniversary of the Closing Date.
Mandatory Prepayments:	Mandatory prepayments of Term Loans shall be required from: (a) 100% of the net cash proceeds from any non-ordinary course sale or other disposition of assets (including as a result of casualty or condemnation) by the Borrower and its subsidiaries (subject to exceptions and reinvestment rights to be reasonably and mutually agreed); (b) 100% of the net cash proceeds from issuances or incurrences of debt by the Borrower and its subsidiaries (other than indebtedness permitted by the Term B Credit Documentation);

(c) 50% (with stepdowns to 25% and 0% when the Consolidated Secured Leverage Ratio (to be defined in a manner to be agreed) is less than 2.5:1.0 and 2.0:1.0, respectively, of annual Excess Cash Flow (subject to the succeeding paragraph, to be defined in a manner to be reasonably and mutually agreed) of the Borrower and its subsidiaries; provided that any voluntary prepayments of Term Loans during a fiscal year, other than prepayments funded with the proceeds of indebtedness, shall be credited against Excess Cash Flow prepayment obligations for such fiscal year on a dollar-for-dollar basis.

"Excess Cash Flow" shall be defined to mean consolidated net income, plus or minus adjustments, with such adjustments to include changes in working capital items and deductions (except (as reasonably and mutually agreed) to the extent funded by debt or equity) for (i) capital expenditures, (ii) scheduled principal and voluntary repayments of funded debt (other than revolving loans unless accompanied by a corresponding reduction in revolving commitments and voluntary prepayments of the Term Loans), (iii) interest expense, (iv) taxes and (v) Permitted Acquisitions and other permitted investments.

Each mandatory prepayment of Term Loans shall be applied as directed by the Borrower (and if not so directed, in direct order of maturity).

Notwithstanding the foregoing, mandatory prepayments made pursuant to clauses (a) and (c) above shall be limited to the extent that the Borrower determines that such prepayment would result in material adverse tax consequences related to the repatriation of funds or such repatriation would be prohibited by applicable law.

Mandatory prepayments of the Term Loans may not be reborrowed.

Any Lender may elect not to accept its pro rata portion of any mandatory prepayment, and any such declined prepayment may be retained by the Borrower and shall be an addition to the Available Amount Basket (as defined below).

Prepayments Below Par:

The Term B Credit Documentation shall provide that, so long as no default or event of default has occurred and is continuing, Term Loans may be prepaid below par on a non-pro rata basis through Dutch auction or similar procedures to be agreed that are offered to all Lenders holding Term Loans of the applicable tranche on a pro rata basis in accordance with procedures and subject to restrictions to be agreed; provided that the proceeds of ABL Loans shall not be used to make such prepayments. Any Term Loan so prepaid shall automatically be canceled and retired.

4. COLLATERAL

Collateral:	Subject to exclusions and limitations to be agreed and subject to the Limited Conditionality Provision, the obligations of each of the Borrower and the Guarantors in respect of the Term B Facility shall be secured by (i) a perfected first priority security interest in all of its tangible and intangible assets (including, without limitation, intellectual property, real property and all capital stock of its direct subsidiaries (limited, in the case of foreign subsidiaries, to 65% of the capital stock thereof to the extent a pledge of a greater percentage could reasonably be expected to result in adverse tax consequences), except for those assets as to which the Term Administrative Agent shall determine in its reasonable discretion that the cost of obtaining a security interest therein is excessive in relation to the value of the security to be afforded thereby, in each case other than the ABL Priority Collateral, and (ii) a perfected second priority interest in all of the ABL Priority Collateral (collectively, the "Collateral"). Notwithstanding anything to the contrary, the Collateral shall exclude, or, if applicable, perfection of the security interest shall not be required with respect to, the following on terms to be agreed: (i) any fee-owned real property with a fair market value of less than an amount to be reasonably and mutually agreed, and any leasehold interests in real property (including, for the avoidance of doubt, any requirement to deliver landlord, mortgagee and bailee waivers), (ii) assets subject to certificates of title except to the extent a security interest in such assets may be perfected by filing a UCC financing statement, (iii) letter of credit rights unless perfected by filing a UCC financing statement, (iv) commercial tort claims with a value of less than an amount to be reasonably and mutually agreed, (v) pledges and security interests prohibited by applicable law, rule or regulation (to the extent such law, rule or regulation is effective under applicable anti-assignment provisions of the Uniform Commercial Code or other applicable law) or which would require governmental (including regulatory) consent, approval, license or authorization to pledge such assets, other than proceeds and receivables thereof, (vi) any lease, license or other agreement or any newly acquired property subject to a permitted purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto (other than the Borrower or any of its subsidiaries) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other applicable law, the assignment of which is expressly deemed effective under the Uniform Commercial Code or such other applicable law notwithstanding such prohibition, and other than proceeds and

receivables thereof, (vii) trust accounts, payroll accounts and escrow accounts, (viii) foreign assets (other than foreign assets constituting ABL Priority Collateral and no more than 65% of the voting equity interests of first-tier foreign subsidiaries), (ix) those assets as to which Administrative Agent and the Borrower reasonably agree in writing that the cost of obtaining such a security interest or perfection thereof are excessive in relation to the benefit to the Lenders of the security to be afforded thereby and (x) assets to the extent a security interest in such assets would result in an investment in "United States property" by a controlled foreign corporation within the meaning of sections 956 and 957 of the Internal Revenue Code which results in a material adverse tax consequence, as reasonably determined by the Borrower and with the consent of the Term Administrative Agent (not to be unreasonably withheld or delayed) (the foregoing described in clauses (i) through (viii) (other than to the extent perfected under the ABL Facility) are, collectively, the "Excluded Assets"). Proceeds and receivables of Excluded Assets shall constitute Collateral on customary terms in accordance with the Uniform Commercial Code or applicable law.

The lien priority, relative rights and other creditors' rights issues in respect of the Term B Facility and the ABL Facility shall be subject to the Intercreditor Agreement.

5. CERTAIN CONDITIONS

Conditions Precedent: The availability of the Term B Facility on the Closing Date will be subject only to (a) the conditions precedent set forth in Section 6 of the Commitment Letter and in Exhibit D, and (b) the accuracy in all material respects (and in all respects if qualified by materiality) of the representations and warranties in the definitive documentation for the Term B Facility (subject to the Limited Conditionality Provision).

6. DOCUMENTATION

Term B Credit Documentation: The definitive documentation for the Term B Facility (the "Term B Credit Documentation") (i) shall be based upon senior secured term loan facilities for similar borrowers with appropriate modifications to baskets and materiality thresholds to reflect the size, leverage and ratings of the Borrower after giving effect to the Acquisition, (ii) shall contain the terms and conditions set forth in this Term Sheet, (iii) shall reflect the operational and strategic requirements of the Borrower and its subsidiaries in light of their size, industries and practices and (iv) shall reflect the customary agency and operational requirements of the Term

	Administrative Agent (collectively, the "Term Documentation Standard"), in each case, subject to the Limited Conditionality Provision. The Term B Credit Documentation shall, subject to the "flex" provisions contained in the Arranger Fee Letter, contain only those conditions to borrowing, mandatory prepayments, representations and warranties, covenants and events of default expressly set forth in this Term Sheet, in each case, applicable to the Borrower and its subsidiaries and, subject to the Term Documentation Standard and certain other limitations as set forth herein, with standards, qualifications, exceptions and grace and cure periods consistent with the Term Documentation Standard.
Financial Covenants:	None.
Representations and Warranties:	Limited to financial statements (including pro forma financial statements); absence of undisclosed material liabilities; no material adverse change; corporate existence; compliance with law; corporate power and authority; enforceability of Term B Credit Documentation; no material conflict with law or contractual obligations; no material litigation; no default; ownership of property; liens; intellectual property; taxes; Federal Reserve regulations; labor matters; ERISA; Investment Company Act; anti-corruption laws, bribery and sanctions; subsidiaries; use of proceeds; environmental matters; accuracy of disclosure; creation and perfection of security interests; solvency; priority of liens securing the Term B Facility; status of the Term B Facility as senior debt; and Regulation H.
Affirmative Covenants:	Limited to delivery of financial statements, reports, accountants' letters, projections, officers' certificates and other information reasonably requested by the Lenders; payment of taxes and other material obligations; continuation of business and maintenance of existence and material rights and privileges; compliance with laws and material contractual obligations; maintenance of policies and procedures designed to ensure compliance with anti-corruption , bribery and sanctions laws; maintenance of property and insurance; maintenance of books and records; right of the Lenders to inspect property and books and records; notices of defaults, litigation and other material events; compliance with environmental laws; ERISA; further assurances (including, without limitation, with respect to security interests in after-acquired property); quarterly conference calls with Lenders and maintenance of monitored public corporate family/corporate credit and facility ratings.
Negative Covenants:	Limitations on: indebtedness (including guarantee obligations and preferred stock of subsidiaries); liens; mergers, consolidations, liquidations and dissolutions; sales of assets (provided that the Borrower may dispose of non-core assets reasonably acceptable to the Term Lead Arrangers); dividends

and other payments in respect of capital stock; acquisitions, investments, loans and advances; prepayments and modifications (but not permitted refinancings) of subordinated, junior lien and other material debt instruments, including the Convertible Notes; transactions with affiliates; sale-leasebacks; changes in fiscal year; hedging arrangements; negative pledge clauses and clauses restricting subsidiary distributions; changes in lines of business; amendments to the Purchase Agreement and other transaction documents; and use of proceeds in compliance with anti-corruption, bribery and sanctions laws.

The Term B Credit Documentation shall contain an "Available Amount Basket", which will be built by retained Excess Cash Flow, declined prepayments and other customary amounts and may be used (subject to no default) for (i) investments or (ii) subject to a leverage test to be reasonably and mutually agreed, restricted payments or prepayments of subordinated, junior lien and other material debt.

Events of Default:

Nonpayment of principal when due; nonpayment of interest, fees or other amounts after a grace period to be agreed; material inaccuracy of a representation or warranty when made; violation of a covenant (subject, in the case of certain affirmative covenants, to a grace period to be reasonably and mutually agreed); cross-default to material indebtedness; bankruptcy events; certain ERISA events; material judgments; actual or asserted invalidity of any guarantee, security document or subordination provisions or intercreditor or non-perfection of any security interest; and a change of control (the definition of which is to be agreed).

The occurrence of an event of default under the ABL Facility (other than a payment event of default) shall not constitute an event of default under the cross-default provisions of the Term B Facility unless the amount outstanding under the ABL Facility exceeds $25 million and until the earliest of (x) 30 days after the date of such event of default (during which period such event of default is not waived or cured), (y) the acceleration of the obligations under the ABL Facility or (z) the exercise of secured creditor remedies by the ABL Administrative Agent and/or the lenders under the ABL Facility as a result of such event of default.

Voting:

Amendments and waivers with respect to the Term B Credit Documentation shall require the approval of Lenders holding more than 50% of the aggregate amount of the Term Loans (the "Required Lenders"), except that (a) the consent of each Lender directly affected thereby shall be required with respect to (i) reductions in the amount or extensions of the scheduled date of any amortization or final maturity of any Term Loan, (ii) reductions in the rate of interest or any fee or extensions of

any due date thereof and (iii) increases in the amount or extensions of the expiry date of any Lender's commitment and (b) the consent of 100% of the Lenders shall be required with respect to (i) reductions of any of the voting percentages, (ii) releases of all or substantially all the collateral and (iii) releases of all or substantially all of the Guarantors.

The Term B Credit Documentation shall contain customary provisions for replacing non-consenting Lenders in connection with amendments and waivers requiring the consent of all Lenders or of all Lenders directly affected thereby so long as the Required Lenders of the aggregate amount of the Term Loans shall have consented thereto.

Assignments and Participations:

The Lenders shall be permitted to assign (other than to a Disqualified Lender) all or a portion of their Term Loans and commitments with the consent, not to be unreasonably withheld, of (a) the Borrower, unless (i) the assignee is a Lender, an affiliate of a Lender or an approved fund or (ii) an event of default has occurred and is continuing, provided such consent shall be deemed given if the Borrower has not responded within 10 business days following notice and (b) the Term Administrative Agent, unless a Term Loan is being assigned to a Lender, an affiliate of a Lender or an approved fund. In the case of a partial assignment (other than to another Lender, an affiliate of a Lender or an approved fund), the minimum assignment amount shall be $1,000,000 unless otherwise agreed by the Borrower and the Term Administrative Agent. The Term Administrative Agent shall receive a processing and recordation fee of $3,500 in connection with each assignment. The Lenders shall also be permitted to sell participations in their Term Loans. Participants shall have the same benefits as the selling Lenders with respect to yield protection and increased cost provisions, subject to customary limitations. Voting rights of a participant shall be limited to those matters set forth in clause (a) of the preceding paragraph with respect to which the affirmative vote of the Lender from which it purchased its participation would be required. Pledges of Term Loans in accordance with applicable law shall be permitted without restriction.

Assignments may be made to the Borrower or any of its affiliates subject to voting limitations and other customary conditions to be reasonably and mutually agreed by the Borrower and the Term Lead Arrangers.

Unrestricted Subsidiaries:

Consistent with similar transactions of this kind, the Term B Credit Documentation shall contain provisions pursuant to which, subject to customary limitations on investments, loans, advances to and other investments in, unrestricted subsidiaries,

	the Borrower will be permitted to designate any existing or subsequently acquired or organized subsidiary as an "unrestricted subsidiary" and subsequently re-designate any such unrestricted subsidiary as a "restricted subsidiary"; provided that (i) no event of default shall have occurred and be continuing or would result from any such designation, (ii) after giving pro forma effect to such designation or redesignation, the Consolidated Secured Leverage Ratio of the Borrower would be no greater than the Consolidated Secured Leverage Ratio of the Borrower as of the Closing Date, (iii) such designation of a restricted subsidiary to an unrestricted subsidiary shall be made in compliance with the investments covenant and (iv) such redesignation of any unrestricted subsidiary as a restricted subsidiary shall be deemed to constitute the incurrence of indebtedness and liens of such subsidiary (to the extent assumed). Unrestricted subsidiaries will not be subject to the mandatory prepayment, representation and warranty, affirmative or negative covenant or event of default provisions of the Term B Credit Documentation and the results of operations, indebtedness and interest expense of unrestricted subsidiaries will not be taken into account for purposes of determining any financial ratio or covenant contained in the Term B Credit Documentation.
Yield Protection:	The Term B Credit Documentation shall contain customary provisions (a) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy, liquidity requirements and other requirements of law (provided that (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a change in law, regardless of the date enacted, adopted, issued or implemented) and from the imposition of or changes in withholding or other taxes and (b) indemnifying the Lenders for "breakage costs" incurred in connection with, among other things, any prepayment of a Eurodollar Loan (as defined in Annex I) on a day other than the last day of an interest period with respect thereto.
Expenses and Indemnification:	The Borrower shall pay (a) all reasonable out-of-pocket expenses of the Term Administrative Agent and the Term Lead Arrangers associated with the syndication of the Term B Facility and the preparation, execution, delivery and administration of the Term B Credit Documentation and any amendment or waiver with respect thereto (including the reasonable fees, disbursements and other charges of one primary counsel and one local counsel in

	each applicable jurisdiction) and (b) all out-of-pocket expenses of the Term Administrative Agent and the Lenders (including the fees, disbursements and other charges of counsel) in connection with the enforcement of the Term B Credit Documentation. The Term Administrative Agent, the Term Lead Arrangers and the Lenders (and their affiliates and their respective officers, directors, employees, advisors and agents) will have no liability for, and will be indemnified and held harmless against, any losses, claims, damages, liabilities or expenses (including the reasonable fees, disbursements and other charges of counsel) incurred in respect of the financing contemplated hereby or the use or the proposed use of proceeds thereof, except to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from the (x) gross negligence or willful misconduct of the relevant indemnified person (or its related parties) or (y) a material breach in bad faith by such indemnified party of its obligations under the Term B Credit Documentation pursuant to a claim initiated by the Borrower.
Governing Law and Forum:	New York.
Counsel to the Term Administrative Agent:	Simpson Thacher & Bartlett LLP.

INTEREST AND CERTAIN FEES

Interest Rate Options:

The Borrower may elect that the Loans comprising each borrowing bear interest at a rate per annum equal to (a) the ABR plus the Applicable Margin or (b) the Eurodollar Rate, plus the Applicable Margin.

As used herein:

"ABR" means the highest of (i) the rate of interest publicly announced by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City (the "Prime Rate"), (ii) the federal funds effective rate from time to time plus 0.50% and (iii) the Eurodollar Rate applicable for an interest period of one month appearing on the Reuters Screen LIBOR01 Page (but in no event less than zero) plus 1.00%; provided, however, that notwithstanding the rate calculated in accordance with the foregoing, at no time shall the ABR for the Term B Facility be less than 2.00% per annum.

"Eurodollar Rate" means the rate (adjusted for statutory reserve requirements for eurocurrency liabilities) for eurodollar deposits for a period equal to one, two, three or six months (as selected by the Borrower) appearing on the Reuters Screen LIBOR01 Page or LIBOR02 Page published by Reuters (as such rate is administered by ICE Benchmark Association); provided, however, that notwithstanding the rate calculated in accordance with the foregoing, at no time shall the Eurodollar Rate for the Term B Facility (before giving effect to any adjustment for reserve requirements) be less than 1.00% per annum.

"Applicable Margin" means (a) 2.50% in the case of ABR Loans and (b) 3.50% in the case of Eurodollar Loans;provided, that, in each case the Applicable Margin shall be increased by 50 basis points if the Ratings Condition (as defined below) is not satisfied.

"ABR Loans" means Loans bearing interest based upon the ABR.

"Eurodollar Loans" means Loans bearing interest based upon the Eurodollar Rate.

Interest Payment Dates:

In the case of ABR Loans, quarterly in arrears, on the first day of each calendar quarter.

In the case of Eurodollar Loans, on the last day of each relevant interest period and, in the case of any interest period longer than

	three months, on each successive date three months after the first day of such interest period.
Default Rate:	At any time when the Borrower is in default in the payment of any amount under the Term B Facility, after giving effect to any applicable grace period, such overdue amounts shall bear interest at 2.00% per annum above the rate otherwise applicable thereto (or, in the event there is no applicable rate, 2.00% per annum in excess of the rate otherwise applicable to Term B Loans maintained as ABR Loans from time to time).
Rate and Fee Basis:	All per annum rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of ABR Loans the interest rate payable on which is then based on the Prime Rate) for actual days elapsed.
Ratings Condition	The ratings condition shall be satisfied if the public corporate family rating or corporate credit rating, as applicable, of the Borrower after giving effect to the Transactions is at least either (a) B1 from Moody's (stable outlook or better) and BB- from S&P (stable outlook or better) or (b) Ba3 from Moody's (stable outlook or better) and B+ from S&P (stable outlook or better).

EXHIBIT D

PROJECT VECTOR
Conditions

The availability of the Credit Facilities shall be subject to the satisfaction of the following conditions (subject to the Limited Conditionality Provision). Capitalized terms used but not defined herein have the meanings set forth in the Commitment Letter to which this Exhibit D is attached and in Exhibits A, B and C thereto.

1. The Borrower and each Guarantor shall have executed and delivered the ABL Credit Documentation and the Term B Credit Documentation, including the Intercreditor Agreement (collectively, the "Credit Facilities Documentation"), which shall be in accordance with the terms of the Commitment Letter, and the Commitment Parties shall have received:

a. customary closing certificates and legal opinions; and

b. a solvency certificate, dated the Closing Date, in the form attached hereto as Annex I, executed by the chief financial officer of the Borrower, certifying that the Borrower and its subsidiaries, on a consolidated basis after giving effect to the Transactions, are solvent.

2. On the Closing Date, after giving effect to the Transactions, neither the Borrower nor any of its subsidiaries shall have any material indebtedness for borrowed money other than (i) the ABL Facility and the Term B Facility, (ii) the Convertible Notes, (iii) the Hong Kong Replacement LC Facility and (iv) other indebtedness reasonably and mutually agreed by the Commitment Parties.

3. The Acquisition shall be consummated pursuant to the Purchase Agreement, substantially concurrently with the initial funding of the Credit Facilities, and no provision thereof shall have been amended or waived, and no consent or direction shall have been given thereunder, in any manner materially adverse to the interests of the Commitment Parties or the Lenders without the prior written consent of the Lead Arrangers (such consent not to be unreasonably withheld or delayed).

4. The closing of the Credit Facilities shall have occurred on or before the Expiration Date.

5. The Commitment Parties shall have received (a) audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of the Borrower and its subsidiaries and the Target and its subsidiaries, in each case for the three most recently completed fiscal years ended at least 90 days before the Closing Date (except that financials for the year ending December 31, 2014 shall only be required if the Closing Date occurs on a date that is more than 90 days following December 31, 2014) and (b) unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of the Borrower and its subsidiaries and the Target and its subsidiaries, in each case for each subsequent fiscal quarter ended (that is not a fiscal year-end) at least 45 days before the Closing Date; provided that filing of the required financial statements on form 10-K and form 10-Q by the Borrower or the Target, as applicable, will satisfy the foregoing requirements.

6. The Commitment Parties shall have received a pro forma consolidated balance sheet and related pro forma consolidated statement of income of the Borrower and its subsidiaries as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days prior to the Closing Date, prepared after giving effect to the Transactions as

if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such statement of income).

7. The Lead Arrangers shall have received, at least three business days prior to the Closing Date, all documentation and other information about the Borrower and the Guarantors that shall have been reasonably requested by the Lead Arrangers in writing at least 10 business days prior to the Closing Date and that the Lead Arrangers reasonably determine is required by United States bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the PATRIOT Act.

8. All costs, fees and expenses (including, without limitation, reasonable and documented legal fees and expenses of counsel to the Administrative Agents) and other compensation required to be paid by the Borrowers pursuant to the terms of the Commitment Letter and the Fee Letters payable to the Commitment Parties, the Administrative Agent or the Lenders shall have been paid or shall have been authorized to be deducted from the proceeds of the initial fundings under the Credit Facilities to the extent due and invoiced to the Borrower.

9. All actions necessary to establish that the applicable Administrative Agent will have a perfected security interest (subject to permitted liens to be agreed) in the Collateral under the Credit Facilities shall have been taken.

10. The Lead Arrangers under each Credit Facility shall have received from the Borrower all information customarily provided by a borrower for inclusion in a confidential information memorandum for each of an asset-based revolving credit facility and a term loan "B" facility (the "Required Information") not later than 15 consecutive business days prior to the Closing Date; provided that such 15 consecutive business day period shall (i) exclude November 27, 2014 and November 28, 2014 (which for purposes of such calculation shall not constitute business days), (ii) have been completed on or prior to December 24, 2014 or shall commence on or after January 5, 2015, (iii) exclude July 6, 2015 (which for purposes of such calculation shall not constitute a business day) and (iv) have been completed on or prior to August 14, 2015; provided further that if the Borrower in good faith reasonably believes that it has delivered the Required Information, the Borrower may (but shall not be obligated to) deliver to the Lead Arrangers written notice to that effect (stating when it believes it completed such delivery), in which case the Required Information shall be deemed to have been delivered on the date of such notice unless any Lead Arranger reasonably believes that the Borrower has not completed such delivery and, within three business days after its receipt of such notice from the Borrower, such Lead Arranger delivers a written notice to the Borrower to that effect (stating with specificity the portion or portions of the Required Information that such Lead Arranger believes have not yet been delivered or are not complete or sufficient), in which case the Required Information shall be deemed to be delivered immediately upon the delivery by the Borrower of provisions reasonably addressing the points contained in the notice.

11. (a) Except as set forth in the Company Disclosure Schedule (as defined in the Purchase Agreement as of the date hereof) or as set forth in the Company SEC Reports (as defined in the Purchase Agreement as of the date hereof) filed from and after January 1, 2014 and prior to the date of the Purchase Agreement (excluding all disclosures in any "*Risk Factors*" section and any disclosures included in any such Company SEC Reports that are forward looking in nature), but only to the extent such disclosure is reasonably apparent from a reading of such Company SEC Reports that such disclosure relates to Section 4.10(b) of the Purchase Agreement, since December 31, 2013, through the date of the Purchase Agreement, there has not been an event, occurrence, condition, change, development, state of facts or circumstance that has had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect (as defined below).

(b) Since the date of the Purchase Agreement, there shall not have been any event, occurrence, condition, change, development, state of facts or circumstance that has had, or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

"Company Material Adverse Effect" means (a) a material adverse effect on the business, assets, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole, or (b) an effect that prevents or materially impairs the ability of the Company to perform its obligations under the Purchase Agreement or consummate the Transactions, other than, for the purposes of clause (a), any effect arising out of or resulting from any of the following: (i) a decline in the market price, or a change in the trading volume of, the Company Shares (*provided* that this clause (i) shall not preclude any effect, event, occurrence, development, state of facts or change that may have contributed to or caused such changes and is not excluded by clauses (ii) - (viii) of this definition from being taken into account in determining whether a Company Material Adverse Effect has occurred); (ii) general printed circuit board manufacturing industry, economic, market or political conditions, or the financing, banking, currency or capital markets generally, including with respect to interest rates or currency exchange rates; (iii) acts of war, sabotage or terrorism, natural disasters, acts of God or comparable events; (iv) changes in applicable Law, GAAP or other applicable accounting standards (or the interpretation or enforcement thereof) following the date of the Purchase Agreement; (v) the negotiation, execution, announcement, pendency or performance of the Purchase Agreement or the Transactions or the consummation of the Transactions (*provided* that this clause (v) shall not preclude any breach of the representations and warranties made in Section 4.06 of the Purchase Agreement from being taken into account in determining whether a Company Material Adverse Effect has occurred); (vi) (A) any loss of or adverse impact on relationships with employees, customers, suppliers or distributors, (B) any delays in or cancellations of orders for the products or services of such Person and (C) any reduction in revenues, in each case to the extent resulting primarily from or arising primarily out of the announcement or pendency of the Merger; (vii) any failure to meet revenue or earnings projections, in and of itself, for any period ending on or after the date of the Purchase Agreement (*provided* that this clause (vii) shall not preclude any effect, event, occurrence, development, state of facts or change that may have contributed to or caused such failure to meet revenues or earnings projections from being taken into account in determining whether a Company Material Adverse Effect has occurred); or (viii) any specific action taken (or omitted to be taken) by the Company (A) at or with the express written direction or written consent of Parent or (B) that is otherwise expressly contemplated by, or permitted to be taken by the Company in accordance with the terms of, the Purchase Agreement (provided that, in each case of subclause (A) of this clause (viii), the Lead Arrangers have consented to the taking (or omission of taking) of such specific action (which consent shall not be unreasonably withheld, conditioned or delayed)); *provided*, *however*, in the case of clauses (ii), (iii) and (iv), except to the extent that the Company and its Subsidiaries, taken as a whole, are disproportionately affected relative to other participants in the industries in which the Company and its Subsidiaries participate. Defined terms used in this paragraph (other than the term "Purchase Agreement") shall have the meanings set forth in the Purchase Agreement as of the date hereof.

12. (a) Each of the Purchase Agreement Representations shall be true and correct in all respects, except to the extent expressly made as of an earlier date, in which case such Purchase Agreement Representations shall have been true and correct in all respects as of such earlier date.

(b) Each of the Specified Representations shall be true and correct in all material respects (or in all respects, if qualified by materiality), except to the extent expressly made as of an earlier date, in which case such Specified Representations shall have been true and correct in all material respects (or in all respects, if qualified by materiality) as of such earlier date.

13. If loans are to be made under the ABL Facility on the Closing Date, the Borrower shall have provided the ABL Administrative Agent with a completed borrowing base certificate,

calculated in accordance with Exhibit B, prepared as at the end of the most recent calendar month ended at least 20 business days (or such shorter period as may be elected by the Borrower) prior to the Closing Date (it being understood that (i) the Borrower shall use commercially reasonable efforts to deliver an inventory appraisal and field examination reasonably satisfactory to the ABL Administrative Agent prior to the Closing Date, but delivery of such inventory appraisal and field examination shall not be a condition precedent to the funding and availability of the ABL Facility and (ii) with respect to the Target and solely for the borrowing base certificate delivered on the Closing Date, the information required by the borrowing base certificate shall be generally consistent with the information provided in borrowing base certificates delivered by the Target under its existing asset-based revolving facility).

FORM OF SOLVENCY CERTIFICATE

This Certificate is being delivered pursuant to Section [ ] of the Credit Agreement dated as of [ ] (the "Credit Agreement"), among TTM Technologies, Inc. (the "Borrower"), the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent. Unless otherwise defined herein, terms used herein have the meanings provided in the Credit Agreement.

[ ] hereby certifies that he/she is the Chief Financial Officer of the Borrower and that he/she is knowledgeable of the financial and accounting matters of the Borrower and its Subsidiaries, the Credit Agreement and the covenants and representations (financial and other) contained therein and that, as such, he/she is authorized to execute and deliver this Certificate on behalf of the Borrower.

The undersigned hereby further certifies, solely in his/her capacity as Chief Financial Officer of the Borrower and not in an individual capacity, as follows:

1. On the date hereof, immediately after giving effect to the Transactions to occur on the Closing Date, including the making of each Loan to be made on the Closing Date and the application of the proceeds thereof, the fair value of the assets of the Borrower and its Restricted Subsidiaries, on a consolidated basis, at a fair valuation, will exceed their debts and liabilities, subordinated, contingent or otherwise.

2. On the date hereof, immediately after giving effect to the Transactions to occur on the Closing Date, including the making of each Loan to be made on the Closing Date and the application of the proceeds thereof, the present fair saleable value of the property of the Borrower and its Restricted Subsidiaries, on a consolidated basis, will be greater than the amount that will be required to pay the probable liabilities on their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured.

3. On the date hereof, immediately after giving effect to the Transactions to occur on the Closing Date, including the making of each Loan to be made on the Closing Date and the application of the proceeds thereof, the Borrower and its Restricted Subsidiaries, on a consolidated basis, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured.

4. On the date hereof, immediately after giving effect to the Transactions to occur on the Closing Date, including the making of each Loan to be made on the Closing Date and the application of the proceeds thereof, the Borrower and its Restricted Subsidiaries, on a consolidated basis, will not have an unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and proposed to be conducted following the date hereof.

The financial information, projections and assumptions which underlie and form the basis for the representations made in this certificate were based upon good faith estimates and assumptions believed to be reasonable to the management of the Borrower at the time made, in light of the circumstances under which they were made (it being understood that such financial information, projections or forecasts as they relate to future events are not to be viewed as fact and that actual results during the period or periods covered by such financial information, projections or assumptions may differ from the projected results set forth therein by a material amount).

In computing the amount of the contingent liabilities of the Borrower and its Restricted Subsidiaries as of the date hereof, such liabilities have been computed at the amount that, in light of all the facts and

circumstances existing as of the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Certificate solely in his/her capacity as Chief Financial Officer of the Borrower (and not in an individual capacity) this [ ] day of [ ], 20[ ].

TTM TECHNOLOGIES, INC.

By: _____
Name:
Title:

Solvency Certificate Signature Page

Exhibit 99.1

Press Release

TTM Technologies, Inc. to Acquire Viasystems Group, Inc.
Combination Creates One of the World's Leading PCB Manufacturers
Transaction Expected to be Materially Accretive in the First Year

COSTA MESA, CA and ST. LOUIS, MO – September 22, 2014 – TTM Technologies, Inc. (NASDAQ: TTMI) ("TTM") and Viasystems Group, Inc. (NASDAQ: VIAS) ("Viasystems") today announced the execution of a definitive agreement under which TTM will acquire all outstanding shares of Viasystems for a combined consideration of $11.33 in cash and 0.706 shares of TTM common stock, which based on the closing market price on September 19, 2014 was valued at $16.46 per Viasystems share, or approximately $368 million. The total enterprise value of the transaction, including the assumption of debt, is approximately $927 million.

The combined company will be one of the world's leading printed circuit board ("PCB") manufacturers with a strong position in the automotive, aerospace and defense, medical, industrial and instrumentation, cellular phone and networking/telecom end markets. The combined company will have approximately 30,000 employees and 28 manufacturing facilities worldwide.

"Both TTM and Viasystems have pursued successful strategies over the years, and we are excited to bring these two companies together," said Tom Edman, CEO of TTM. "This combination creates an industry leader with the ability to deliver expanded capabilities from a broad global footprint to service more customers and end markets. In one step, we will accelerate our strategy to diversify our business and also reduce the impact of seasonality inherent in the cellular phone end market. We believe that the combination will result in significant synergies created by expanded capabilities and economies of scale that will benefit the customers, employees and shareholders of both companies."

"This is a compelling strategic combination that makes for an exciting new chapter for Viasystems," said David M. Sindelar, CEO of Viasystems. "The combination of these two companies will create one of the best management teams in the industry. I believe this combination is an excellent opportunity to realize value for our shareholders and creates new opportunities for our customers and employees."

Strategic Rationale

The acquisition of Viasystems is expected to provide a number of benefits to TTM:

- Accelerating entry into the automotive industry, an end market that offers diversification, while expanding TTM's presence in the medical, industrial and instrumentation, and aerospace and defense segments.
- Providing a global footprint that serves as a foundation for future growth by utilizing the complementary strengths of the combined company in North America and China.
- Increasing TTM's customer and end market diversity, positioning the combined company for further long-term growth.
- Providing a unique opportunity to achieve industry-leading financial performance, create significant value for customers and shareholders, and provide greater opportunities for employees.

Terms of the Transaction and Financial Highlights

Viasystems shareholders will receive per share consideration equal to $11.33 in cash and 0.706 shares of TTM common stock for each Viasystems share.

In the twelve months ended June 30, 2014, the combined company would have generated pro forma revenues of $2.5 billion and adjusted EBITDA of $300 million. For a reconciliation of adjusted EBITDA to GAAP net income, see Appendix A to TTM's presentation filed as Exhibit 99.2 to TTM's Current Report on Form 8-K filed on September 22, 2014.

TTM has identified at least $25 million in pre-tax cost synergies which are expected to be realized within the first year. These will result from combining the sales and general and administrative functions of the two companies. TTM believes that significant additional synergies will result from other integration efforts over a longer period of time. This transaction is expected to be materially accretive to non-GAAP earnings per share in the first year.

TTM expects to utilize a new $1.3 billion senior secured credit facility to finance the cash portion of the purchase price, refinance certain debt at each company, and provide liquidity for working capital and general corporate purposes. TTM has received a fully-underwritten financing commitment from J.P. Morgan and Barclays to finance the transaction.

The transaction is subject to customary closing conditions, including regulatory approvals and approval by the shareholders of Viasystems. The transaction is expected to close in the first half of 2015. J.P. Morgan acted as financial advisor for TTM, and Stifel acted as financial advisor for Viasystems.

Investor Conference Call and Webcast

TTM and Viasystems will host a joint conference call on Monday, September 22, 2014 at 8:30 AM Eastern Time to discuss the combination.

Interested parties can listen to the conference call and view accompanying slides via webcast at www.ttmtech.com and www.viasystems.com. The call can also be accessed over the phone by dialing domestic 1-877-397-0286 or international 1-719-325-4747 (ID 1521508).

The replay of the webcast will remain accessible for one week following the live event on TTM's website at www.ttmtech.com and Viasystems' website at www.viasystems.com.

About TTM

TTM Technologies, Inc. is a major global PCB manufacturer, focusing on quick-turn and technologically advanced PCBs and the backplane and sub-system assembly business. TTM stands for time-to-market, representing how TTM's time-critical, one-stop manufacturing services enable customers to shorten the time required to develop new products and bring them to market. Additional information can be found at www.ttmtech.com.

About Viasystems

Viasystems Group, Inc. is a technology leader and a worldwide provider of complex multi-layer PCBs and electro-mechanical solutions ("E-M Solutions"). Its PCBs serve as the "electronic backbone" of almost all electronic equipment, and its E-M Solutions products and services include integration of PCBs and other components into finished or semi-finished electronic equipment, for which it also provides

custom and standard metal enclosures, cabinets, racks and sub-racks, backplanes and busbars. Viasystems' approximately 14,800 employees around the world serve over 1,000 customers in the automotive, industrial and instrumentation, computer and data communications, telecommunications, and military and aerospace end markets. For additional information about Viasystems, please visit the company's website at www.viasystems.com.

Forward-Looking Statements

Certain statements in this communication may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements relate to a variety of matters, including but not limited to: the operations of the businesses of TTM and Viasystems separately and as a combined entity; the timing and consummation of the proposed merger; the expected benefits of the integration of the two companies; the combined company's plans, objectives, expectations and intentions; and other statements that are not historical fact. These statements are made on the basis of the current beliefs, expectations and assumptions of the management of TTM and Viasystems regarding future events and are subject to significant risks and uncertainty. Statements regarding TTM's and Viasystems' expected performance in the future are forward-looking statements.

It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of the combined company or the price of Viasystems' or TTM's common stock. These forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially from those indicated in such forward-looking statements, including but not limited to: the ability of the parties to consummate the proposed merger and the satisfaction of the conditions precedent to consummation of the proposed merger, including the ability to secure regulatory approvals in a timely manner or at all; the adoption of the Merger Agreement by Viasystems' stockholders; the possibility of legal or regulatory proceedings (including related to the transaction itself); the ability of TTM to successfully integrate Viasystems' operations, product lines, technology and employees and realize synergies and additional opportunities for growth from the proposed merger in a timely manner or at all; unknown, underestimated or undisclosed commitments or liabilities; the potential impact of the announcement or consummation of the proposed transactions on the parties' relationships with third parties, which may make it more difficult to maintain business and operational relationships; the level of demand for the combined company's products, which is subject to many factors, including uncertain global economic and industry conditions, demand for electronic products and printed circuit boards, and customers' new technology and capacity requirements; TTM's and Viasystems' ability to (i) develop, deliver and support a broad range of products, expand their markets and develop new markets, (ii) timely align their cost structures with business conditions, and (iii) attract, motivate and retain key employees; and developments beyond Viasystems' or TTM's control, including but not limited to, changes in domestic or global economic conditions, competitive conditions and consumer preferences, adverse weather conditions or natural disasters, health concerns, international, political or military developments, and technological developments. Additional factors that may cause results to differ materially from those described in the forward-looking statements are set forth in the Annual Report on Form 10-K of TTM Technologies, Inc. for the year ended December 30, 2013, which was filed with the Securities and Exchange Commission (the "SEC") on February 21, 2014, under the heading "Item 1A. Risk Factors" and in the Annual Report on Form 10-K of Viasystems for the year ended December 31, 2013, which was filed with the SEC on February 14, 2014, under the heading "Item 1A. Risk Factors," and in each company's other filings made with the SEC available at the SEC's website at www.sec.gov.

Neither Viasystems nor TTM undertakes any obligation to update any such forward-looking statements to reflect any new information, subsequent events or circumstances, or otherwise, except as may be required by law.

No Offer or Solicitation

The information in this communication is for informational purposes only and is neither an offer to purchase, nor a solicitation of an offer to sell, subscribe for or buy any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed transactions or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Additional Information and Where to Find It

TTM will file with the SEC a registration statement on Form S-4, which will include a prospectus with respect to TTM's shares of common stock to be issued in the proposed merger and a proxy statement of Viasystems in connection with the proposed merger between TTM and Viasystems (the "Proxy Statement/Prospectus"). The Proxy Statement/Prospectus will be sent or given to Viasystems' stockholders and will contain important information about the proposed merger and related matters. VIASYSTEMS SECURITY HOLDERS ARE ADVISED TO READ THE PROXY STATEMENT/PROSPECTUS CAREFULLY WHEN IT BECOMES AVAILABLE BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER. The Proxy Statement/Prospectus and other relevant materials (when they become available) and any other documents filed by TTM or Viasystems with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, security holders will be able to obtain free copies of the Proxy Statement/Prospectus from TTM or Viasystems by contacting either (1) Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com or (2) Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com.

Participants in the Solicitation

TTM and Viasystems and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from Viasystems' stockholders in connection with the proposed merger and may have direct or indirect interests in the proposed merger. Information about TTM's directors and executive officers is set forth in TTM's Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 30, 2013, which was filed with the SEC on February 21, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from TTM by contacting Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com. Information about Viasystems' directors and executive officers is set forth in Viasystems' Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 31, 2013, which was filed with the SEC on February 14, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from Viasystems by contacting Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com. Additional information regarding the interests of participants in the solicitation of proxies in connection with the proposed merger will be included in the Proxy Statement/Prospectus that TTM will file with the SEC.

Use of Non-GAAP Financial Measures

In addition to the financial statements presented in accordance with U.S. GAAP, TTM and Viasystems use certain non-GAAP financial measures, including "adjusted EBITDA." The companies present non-GAAP financial information to enable investors to see each company through the eyes of management and to provide better insight into its ongoing financial performance.

Adjusted EBITDA is defined as earnings before interest expense, income taxes, depreciation, amortization of intangibles, stock-based compensation expense, gain on sale of assets, asset impairments, restructuring, costs related to acquisitions, and other charges.

For a reconciliation of adjusted EBITDA to net income, please see Appendix A to TTM's presentation filed as Exhibit 99.2 to TTM's Current Report on Form 8-K filed on September 22, 2014.

Adjusted EBITDA is not a recognized financial measure under U.S. GAAP, and does not purport to be an alternative to operating income or an indicator of operating performance. Adjusted EBITDA is presented to enhance an understanding of operating results and is not intended to represent cash flows or results of operations. The Boards of Directors, lenders and management of the companies use adjusted EBITDA primarily as an additional measure of operating performance for matters including executive compensation and competitor comparisons. The use of this non-GAAP measure provides an indication of each company's ability to service debt, and management considers it an appropriate measure to use because of the companies' leveraged positions.

Adjusted EBITDA has certain material limitations, primarily due to the exclusion of certain amounts that are material to each company's consolidated results of operations, such as interest expense, income tax expense, and depreciation and amortization. In addition, adjusted EBITDA may differ from the adjusted EBITDA calculations reported by other companies in the industry, limiting its usefulness as a comparative measure.

The companies use adjusted EBITDA to provide meaningful supplemental information regarding operating performance and profitability by excluding from EBITDA certain items that each company believes are not indicative of its ongoing operating results or will not impact future operating cash flows, which include stock-based compensation expense, gain on sale of assets, asset impairments, restructuring, costs related to acquisitions, and other charges.

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Exhibit 99.2

Acquisition of Viasystems

Investor Presentation
9/22/2014

Disclaimer

Forward-Looking Statements

Certain statements in this communication may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements relate to a variety of matters, including but not limited to: the operations of the businesses of TTM and Viasystems separately and as a combined entity; the timing and consummation of the proposed merger; the expected benefits of the integration of the two companies; the combined company's plans, objectives, expectations and intentions; and other statements that are not historical fact. These statements are made on the basis of the current beliefs, expectations and assumptions of the management of TTM and Viasystems regarding future events and are subject to significant risks and uncertainty. Statements regarding our expected performance in the future are forward-looking statements.

It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of the combined company or the price of Viasystems' or TTM's common stock. These forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially from those indicated in such forward-looking statements, including but not limited to: the ability of the parties to consummate the proposed merger and the satisfaction of the conditions precedent to consummation of the proposed merger, including the ability to secure regulatory approvals in a timely manner or at all; the adoption of the Merger Agreement by Viasystems' stockholders; the possibility of legal or regulatory proceedings (including related to the transaction itself); the ability of TTM to successfully integrate Viasystems' operations, product lines, technology and employees and realize synergies and additional opportunities for growth from the proposed merger in a timely manner or at all; unknown, underestimated or undisclosed commitments or liabilities; the potential impact of the announcement or consummation of the proposed transactions on the parties' relationships with third parties, which may make it more difficult to maintain business and operational relationships; the level of demand for the combined company's products, which is subject to many factors, including uncertain global economic and industry conditions, demand for electronic products and printed circuit boards, and customers' new technology and capacity requirements; TTM's and Viasystems' ability to (i) develop, deliver and support a broad range of products, expand their markets and develop new markets, (ii) timely align their cost structures with business conditions, and (iii) attract, motivate and retain key employees; and developments beyond Viasystems' or TTM's control, including but not limited to, changes in domestic or global economic conditions, competitive conditions and consumer preferences, adverse weather conditions or natural disasters, health concerns, international, political or military developments, and technological developments. Additional factors that may cause results to differ materially from those described in the forward-looking statements are set forth in the Annual Report on Form 10-K of TTM Technologies, Inc. for the year ended December 30, 2013, which was filed with the Securities and Exchange Commission (the "SEC") on February 21, 2014, under the heading "Item 1A. Risk Factors" and in the Annual Report on Form 10-K of Viasystems for the year ended December 31, 2013, which was filed with the SEC on February 14, 2014, under the heading "Item 1A. Risk Factors," and in each company's other filings made with the SEC available at the SEC's website at www.sec.gov.

Neither Viasystems nor TTM undertakes any obligation to update any such forward-looking statements to reflect any new information, subsequent events or circumstances, or otherwise, except as may be required by law.

Disclaimer

Use of Non-GAAP Financial Measures

In addition to the financial statements presented in accordance with U.S. GAAP, TTM and Viasystems use certain non-GAAP financial measures, including "adjusted EBITDA." The companies present non-GAAP financial information to enable investors to see each company through the eyes of management and to provide better insight into its ongoing financial performance.

Adjusted EBITDA is defined as earnings before interest expense, income taxes, depreciation, amortization of intangibles, stock-based compensation expense, gain on sale of assets, asset impairments, restructuring, costs related to acquisitions, and other charges. For a reconciliation of adjusted EBITDA to net income, please see Appendix A at the end of this presentation. Adjusted EBITDA is not a recognized financial measure under U.S. GAAP, and does not purport to be an alternative to operating income or an indicator of operating performance. Adjusted EBITDA is presented to enhance an understanding of operating results and is not intended to represent cash flows or results of operations. The Boards of Directors, lenders and management of the companies use adjusted EBITDA primarily as an additional measure of operating performance for matters including executive compensation and competitor comparisons. The use of this non-GAAP measure provides an indication of each company's ability to service debt, and management considers it an appropriate measure to use because of the companies' leveraged positions.

Adjusted EBITDA has certain material limitations, primarily due to the exclusion of certain amounts that are material to each company's consolidated results of operations, such as interest expense, income tax expense, and depreciation and amortization. In addition, adjusted EBITDA may differ from the adjusted EBITDA calculations reported by other companies in the industry, limiting its usefulness as a comparative measure.

The companies use adjusted EBITDA to provide meaningful supplemental information regarding operating performance and profitability by excluding from EBITDA certain items that each company believes are not indicative of its ongoing operating results or will not impact future operating cash flows, which include stock-based compensation expense, gain on sale of assets, asset impairments, restructuring, costs related to acquisitions, and other charges.

Data Used in This Presentation

Due to rounding, numbers presented throughout this and other documents may not add up precisely to the totals provided and percentages may not precisely reflect the absolute figures.

Disclaimer

No Offer or Solicitation

The information in this communication is for informational purposes only and is neither an offer to purchase, nor a solicitation of an offer to sell, subscribe for or buy any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed transactions or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Additional Information and Where to Find It

TTM will file with the SEC a registration statement on Form S-4, which will include a prospectus with respect to TTM's shares of common stock to be issued in the proposed merger and a proxy statement of Viasystems in connection with the proposed merger between TTM and Viasystems (the "Proxy Statement/Prospectus"). The Proxy Statement/Prospectus will be sent or given to Viasystems' stockholders and will contain important information about the proposed merger and related matters. VIASYSTEMS SECURITY HOLDERS ARE ADVISED TO READ THE PROXY STATEMENT/PROSPECTUS CAREFULLY WHEN IT BECOMES AVAILABLE BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER. The Proxy Statement/Prospectus and other relevant materials (when they become available) and any other documents filed by TTM or Viasystems with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, security holders will be able to obtain free copies of the Proxy Statement/Prospectus from TTM or Viasystems by contacting either (1) Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com or (2) Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com.

Participants in the Solicitation

TTM and Viasystems and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from Viasystems' stockholders in connection with the proposed merger and may have direct or indirect interests in the proposed merger. Information about TTM's directors and executive officers is set forth in TTM's Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 30, 2013, which was filed with the SEC on February 21, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from TTM by contacting Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com. Information about Viasystems' directors and executive officers is set forth in Viasystems' Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 31, 2013, which was filed with the SEC on February 14, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from Viasystems by contacting Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com. Additional information regarding the interests of participants in the solicitation of proxies in connection with the proposed merger will be included in the Proxy Statement/Prospectus that TTM will file with the SEC.

Transaction Overview

- TTM Technologies, Inc. ("TTM") to acquire 100% of Viasystems Group, Inc. ("Viasystems") in a cash/stock transaction
  - Viasystems stockholders will receive $11.33 per share in cash and 0.706 shares of TTM stock for each Viasystems share
  - As of the market close on Friday, September 19, the value of the transaction consideration was $16.46 per Viasystems share, or approximately $368mm in aggregate
  - TTM shareholders will own approximately 84% of the common stock of the combined company
- The total enterprise value of the transaction as of September 19 was approximately $927mm, equivalent to 6.8x Viasystems' 6/30/2014 adjusted LTM EBITDA of $137mm
- TTM has fully committed financing for the transaction
- Viasystems' two largest shareholders (combined 67% ownership) have signed agreements to vote in favor of the transaction
- Expected closing in the first half of 2015, subject to regulatory approvals and other customary conditions to closing

Strategic Rationale

- Combination of two industry leaders, creating enhanced scale and new growth opportunities
- End market diversification into Automotive and expanded presence in Medical, Industrial & Instrumentation
- Complementary global footprint, commitment to operational excellence and expertise in key technologies
- Outstanding combined customer list spanning North America, Asia and Europe
- Strong talent pool, with extensive experience in the PCB industry
- Value creation opportunity
  - Enhanced scale to compete with Asian industry leaders ($2.5bn combined pro forma 2013 revenue)
  - Potential to achieve industry-leading financial performance
  - At least $25mm in SG&A cost synergies

Overview of TTM Technologies, Inc.

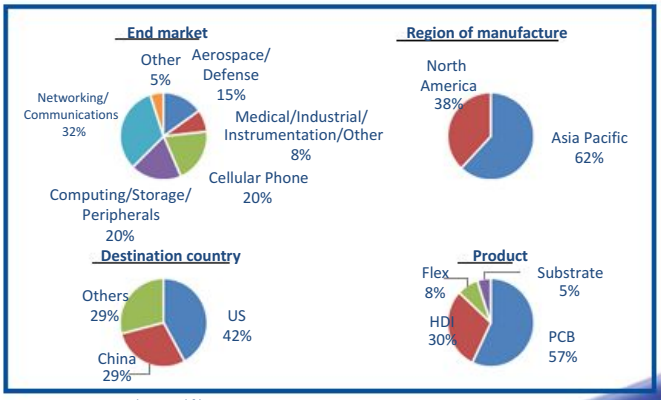
Business overview

- Leading global provider of HDI, flexible, rigid-flex and high layer count printed circuit boards (PCBs), IC substrates and custom assemblies
- PCBs and assemblies manufactured can be found in:
  - Smartphones and tablet computers
  - Radar systems for use in commercial & defense products
  - Routers & switches
  - High-end computers and storage systems
  - Medical imaging & diagnostic equipment
  - Energy control systems
- 13 specialized facilities in the U.S. and China
- Approximately 15,000 employees as of June 30, 2014
- Founded in 1999 and headquartered in Costa Mesa, California
- Publicly traded (NASDAQ: TTMI)

Key financial metrics ($mm)

	2012	2013	LTM June 30, 2014
• Revenue	1,349	1,368	1,294
% growth	*(5.6%)*	*1.4%*	*(6.5%)*
• Adj. EBITDA	191	181	163
% margin	*14.1%*	*13.3%*	*12.6%*
• Total assets	1,677	1,674	1,634

FY2013 revenue breakdown



Source: Company website and filings

Overview of Viasystems Group, Inc.

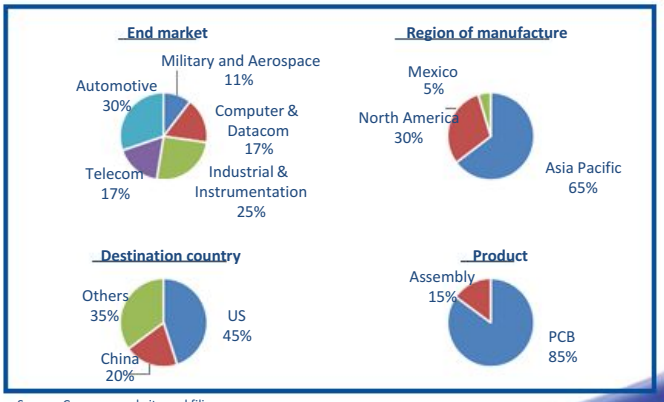
Business overview

- Global technology leader and provider of complex multi-layer rigid, flexible, and rigid-flex printed circuit boards (PCBs) and electro-mechanical solutions
- PCBs and assemblies manufactured can be found in:
  - Automotive engine controls and electronics for navigation
  - Telecommunications switching equipment
  - Data networking equipment
  - Semiconductor test equipment
  - Wind, solar energy, and off-shore drilling applications
  - Flight control systems
- 15 manufacturing facilities worldwide; 8 in the U.S., 5 in China, 1 in Canada, and 1 in Mexico
- Approximately 14,800 employees as of June 30, 2014
- Incorporated in 1996 and headquartered in St. Louis, Missouri
- Publicly traded (NASDAQ: VIAS)

Key financial metrics ($mm)

	2012	2013	LTM June 30, 2014
• Revenue	1,160	1,171	1,209
% growth	*9.7%*	*1.0%*	*4.3%*
• Adj. EBITDA	148	131	137
% margin	*12.8%*	*11.2%*	*11.3%*
• Total assets	1,106	1,118	1,143

FY2013 revenue breakdown

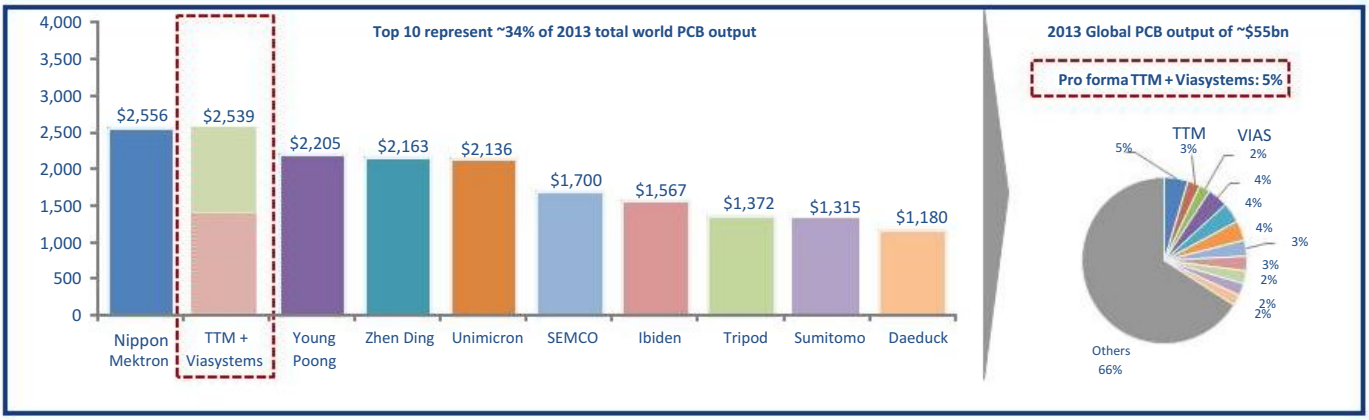


Source: Company website and filings

TTM Technologies

Market Leader

2013 Top 10 world PCB makers by revenue ($mm)



Source: Prismark Partners (February 2014) and company filings

Leading position in growing market segments

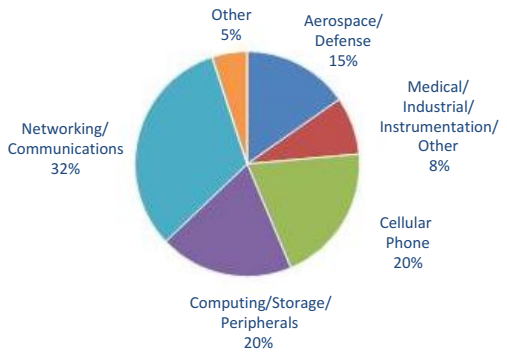
- Global PCB manufacturer with combined pro forma FY 2013 revenue of $2.5 billion
- Core supplier to automotive segment
- Complementary positions in Medical; Industrial & Instrumentation; Networking & Communications; and Aerospace & Defense segments
- Advanced technology supplier to rapidly growing smartphone and tablet segments

TTM Technologies

End Market Diversification

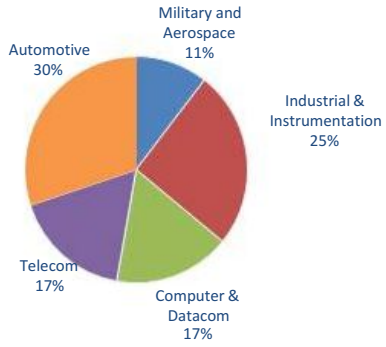
2013 revenue by end market

TTM



2013 sales = $1,368mm

Viasystems



2013 sales = $1,171mm

2013 pro forma combined revenue by end market

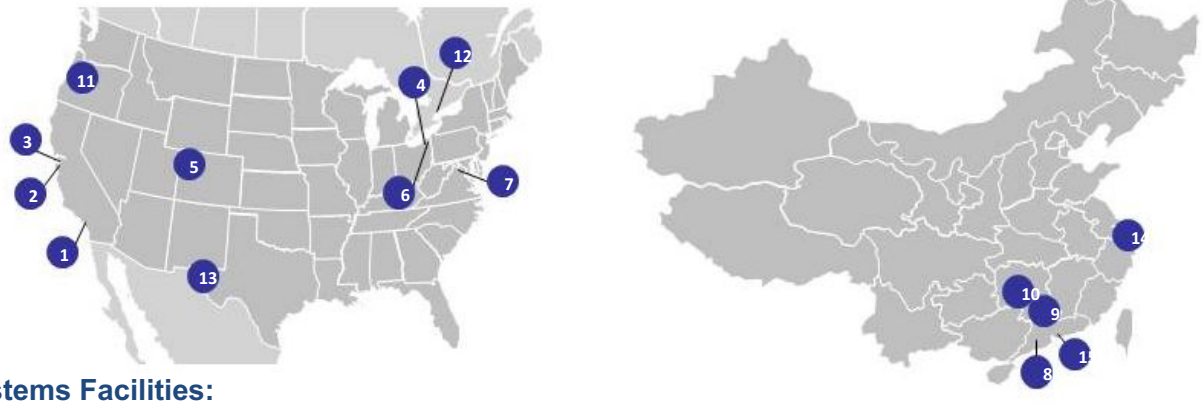
- Introduces attractive new Automotive segment – 14% of total sales
- Cellular Phone end market reduced from 20% of total sales to 11%
- Telecom and Computing end market reduced from 51% of total sales to 43%
- Aerospace & Defense reduced from 15% of total sales to 13%
- Medical, Industrial and Instrumentation end market increased to 16% of total sales from 8%

Source: Company website and filings

TTM Technologies

Complementary Global Footprint and Capabilities

	North America			China			Combined Total
	TTM	Viasystems	Total	TTM	Viasystems	Total	Combined Total
# of facilities	7	10	17	6	5	11	28
Size (~ 1,000 sq.ft)	860	1,100	1,960	3,400	4,610	8,010	9,970



Viasystems Facilities:

HDI & QTA
1. Anaheim, CA
2. Milpitas, CA
3. San Jose, CA

Aerospace & Defense
4. Cleveland, OH
5. Denver, CO
6. North Jackson, OH
7. Sterling, VA

Automotive
8. Zhongshan, China

Conventional PCB
9. Guangzhou, China
10. Huiyang, China
11. Forest Grove, OR
12. Toronto, Canada

Specialty Assy
13. Juarez, Chihuahua
14. Shanghai, China
15. Shenzhen, China

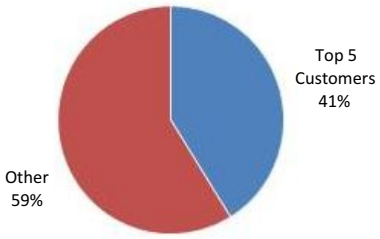
Source: Company website and filings

TTM Technologies

Outstanding Combined Customer List

2013 revenue contribution by customer

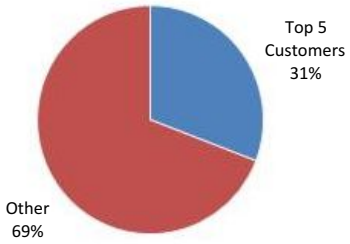
TTM



Top 5 Customers

Apple
Cisco
Ericsson
Huawei
Juniper

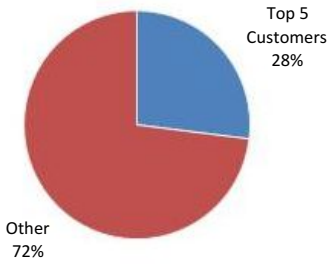
Viasystems



Top 5 Customers

Alcatel-Lucent
Autoliv
Bosch
Continental
GE

TTM + Viasystems



Top 5 Customers

Apple
Bosch
Cisco
GE
Huawei

Note: Customer names ordered alphabetically
Source: Company website and filings

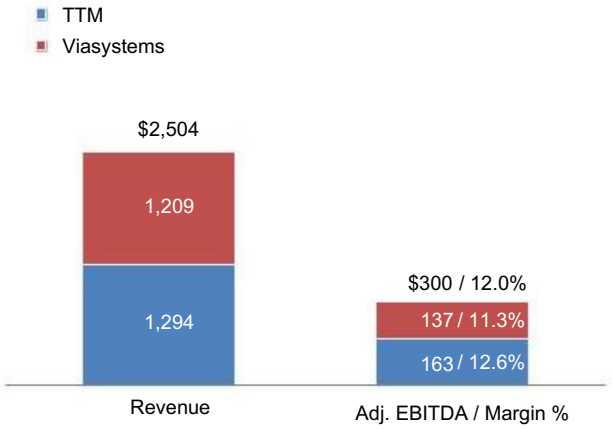
TTM Technologies

Summary Financial Impact

Commentary

- Combined 6/30/14 LTM revenue of $2.5bn and adjusted EBITDA of $300mm
- Including first level synergies and excluding transaction related costs and purchase accounting adjustments, transaction is expected to produce material non-GAAP EPS accretion in the first year after closing
- At least $25mm in pre-tax SG&A synergies have been identified and are expected to be realized within 12 months of closing
- Financial leverage (gross debt / LTM EBITDA) will be ~4.7x before synergies and ~4.3x including $25mm of synergies, pro forma at June 30, 2014
  - Strong cash flow generation of the combined business is expected to allow for significant deleveraging
- Expect additional streamlined capex spending and achievement of second level synergies over time

6/30/14 LTM Revenue and Adjusted EBITDA ($mm)



Source: Company website and filings

TTM Technologies

Clear Strategic Benefits

- Creates enhanced scale and new growth opportunities
- Accelerates TTM's diversification strategy
- Complementary global footprint
- Expanded customer base and broader end market penetration reduces customer concentration and seasonality
- Compelling technology combination
  - High density interconnect capability + strong quality initiatives = revenue opportunities, yield improvements and customer satisfaction
- Strong combined talent pool

Appendix A

TTM Adjusted EBITDA Reconciliation

$mm	2012	2013	LTM 6/30/14
Net income	($181.1)	$23.9	($3.3)
Income tax provision	12.7	15.9	4.4
Interest expense	25.8	24.0	24.0
Depreciation and amortization	99.0	101.5	102.1
EBITDA	**($43.6)**	**$165.3**	**$127.2**
Stock-based compensation	10.3	9.0	8.2
Gain on asset sale	-	(17.9)	
Restructuring and other changes	5.5	14.2	14.7
Impairments	218.4	10.8	12.6
Adjusted EBITDA	**$190.6**	**$181.3**	**$162.7**

Source: Company website and filings

Viasystems Adjusted EBITDA Reconciliation[1]

$mm	2012	2013	LTM 6/30/14
Net income	($62.2)	($27.6)	($17.0)
Income tax provision	12.8	11.1	12.3
Interest expense	42.2	44.8	45.4
Depreciation and amortization	84.6	94.8	94.6
EBITDA	**$77.4**	**$123.1**	**$135.3**
Stock-based compensation	10.6	9.4	7.3
Restructuring	18.2	1.1	1.4
Impairment	1.7	-	-
Costs related to acquisition and equity registrations	13.6	0.6	0.4
Other, net	(0.4)	(6.0)	(10.3)
Loss on early extinguishment of debt	24.2	-	-
Amortization of deferred financing costs	2.7	2.9	2.8
Adjusted EBITDA	**$148.0**	**$131.1**	**$137.0**

[1] This data was obtained from Viasystems' public filings on file with the SEC. TTM makes no representation as to the accuracy of such data.

Thank you!

Exhibit 99.3

Investor Conference Call – Script

SPEAKER: Operator

Welcome to the TTM Technologies and Viasystems conference call. I would like to inform all participants this call is being recorded. As a reminder, TTM has posted an accompanying slide presentation on the Investor Relations section of its website at www.ttmtech.com. I would like to turn the call over to Lisa Laukkanen at Blueshirt Group.

Slide 2: Disclosures

SPEAKER: The Blueshirt Group

Thank you, operator and good morning everyone. Before we get started, I would like to remind everyone that comments made on today's call may contain forward-looking statements. I wish to remind you that any forward-looking information we provide is given in reliance upon the Safe Harbor provisions of the Private Securities Litigation Reform Act of 1995. The comments we will make today are management's best judgments based on information currently available. Actual results could differ materially from any implied projections due to one or more of the factors explained in the Annual Reports on Form 10-K and other documents that both companies file with the Securities and Exchange Commission. TTM and Viasystems do not undertake any obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, or other circumstances, except as required by law.

In addition to the legal disclaimers noted on slides 2 through 4 of the investor presentation, please refer to the full disclosures regarding the risks that may affect Viasystems and TTM and the risks associated with the proposed transaction, which may be found in the Current Reports on Form 8-K that are being filed by both Viasystems and TTM and the companies' other SEC filings.

In addition to financial measures prepared in accordance with GAAP, we will discuss on this call certain non-GAAP financial measures, such as adjusted EBITDA. Such measures should not be considered as a substitute for GAAP, and we direct you to the reconciliation included in Appendix A to the investor presentation, which is available on Viasystems' and TTM's websites, at www.viasystems.com and www.ttmtech.com, respectively.

Please note that the following communication is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell, subscribe for or buy any securities. No offer of securities shall be made except by means of a prospectus.

Finally, TTM will file with the SEC a registration statement on Form S-4, which will include a prospectus with respect to TTM's shares of common stock to be issued in the proposed merger and a proxy statement of Viasystems in connection with the proposed merger. INVESTORS AND SECURITY HOLDERS ARE ADVISED TO READ THE PROXY STATEMENT/PROSPECTUS CAREFULLY WHEN IT BECOMES AVAILABLE BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER.

Today's call will be led by the Chief Executive Officer of TTM Technologies, Tom Edman. Tom….

SPEAKER: TTM TECHNOLOGIES CEO TOM EDMAN

Thank you Lisa, and thank you everyone, for joining the call.

Here on the call with me today is the chief executive officer of Viasystems, David Sindelar, along with TTM's chief financial officer, Todd Schull. Getting to know Dave through this process has been a pleasure and I am really looking forward to working with Dave and his team at Viasystems as we begin planning integration of the two companies. Now we will share some highlights of the transaction before moving to your questions.

We are excited to announce the signing of a definitive agreement to acquire Viasystems for approximately $368 million payable in cash and TTM stock.

Transaction Terms

Please turn to slide 5 and I will briefly summarize the key features of this transaction.

- We will acquire all shares of Viasystems.
- Viasystems stockholders will receive $11.33 per share in cash and 0.706 shares of TTM common stock for each Viasystems share. This translates to total consideration of $16.46 per share, based on the TTM closing stock price on September 19, 2014.
- We currently expect to close the transaction in the first half of 2015. In the meantime, we will continue to operate as independent companies, focused on day to day execution on behalf of our global customer base.
- After the transaction closes, I will be excited to lead the combined firm and join forces with the many highly talented and skilled executives and professionals throughout Viasystems.

Please turn to slide 6.

Strategic Rationale

Dave and I both are enthusiastic about this transformational combination. We are bringing together two organizations that, each in its own right, has an impressive position in our industry.

Slide 7

TTM is a leading global printed circuit board manufacturer with a broad product offering and a focus on advanced technology. We are a leader in aerospace and defense, networking and telecom, and advanced mobile devices.

Viasystems is a leading manufacturer of multi-layer, high reliability printed circuit boards and specialty assembly products. Viasystems serves customers in the automotive, industrial and instrumentation, computing, telecommunications, and aerospace and defense end markets. More details on Viasystems can be found on slide 8.

These two industry leaders are very complementary. The combination of our two companies creates enhanced scale from which to serve customers around the world and this transaction will position TTM to compete even more effectively in the global PCB market.

On slide 9, you can see the PCB market ranking information. TTM is currently the 8th largest PCB manufacturer in the world. With this transaction, we expect TTM will become the largest rigid PCB manufacturer in the world and the second largest manufacturer in the overall global PCB industry.

This is based on fiscal year 2013, pro forma revenues of the combined company of $2.5 billion.

Including the full annual impact of $25 million of cost synergies in SG&A functions, and excluding transaction-related costs and purchase accounting adjustments, we expect that this combination will be materially accretive to TTM's non-GAAP earnings per share in its first year after the closing. We expect to identify additional synergy opportunities during the integration process which we expect to realize over time.

Dave and I are especially excited about what this transformational milestone will mean for our businesses, our people, our customers, and our shareholders. We will combine the best practices from the global footprint of both companies to focus on delivering quality products to our expanded global customer base while supporting customers with our world class engineering services, technology development and customer service.

Please turn to slide 10.

For TTM investors, this transaction will accelerate our strategy to diversify our business by adding new customers in significant segments such as the automotive, medical, and industrial and instrumentation end markets. This expanded customer base and broader penetration should reduce individual customer exposure and the impact of seasonality for TTM while bringing new growth opportunities to our product portfolio.

In summary, after the deal closes, we expect to benefit from the scale and visibility that come from being one of the industry's leading global suppliers.

Now I would like to welcome Viasystems' CEO, Dave Sindelar, and invite him to make a few comments.

SPEAKER: Viasystems CEO Dave Sindelar

Viasystems Perspective

Thank you, Tom, and good morning everyone. I would like to begin by saying that I share the team's excitement about this combination. This is a compelling strategic and financial transaction for our stockholders, customers and employees.

I have spent a great deal of time with the TTM senior leadership team over the past several weeks, and of course have watched TTM over the years. TTM is an impressive company. The company has strong leadership under Tom and an exceptional corporate culture that is focused on customer service and execution excellence, just like Viasystems.

Turning to slide 11, you can see the complementary global footprint and capabilities of both companies.

The anticipated strategic benefits of this transaction are clear:

The combination will create an industry leader with the ability to deliver expanded capabilities from a broad global footprint to reach more customers and end markets.

The combination will significantly enhance the ability of both companies to deliver a one-stop, integrated, global commercial sales and manufacturing platform to a wide range of customers.

Both companies will benefit from expansion within attractive end markets. TTM will benefit from our strong presence in the automotive and the industrial and instrumentation market segments. Viasystems will gain from TTM's expertise in advanced technology PCBs which are increasingly being utilized in our end markets.

The combined company will be better positioned to serve our customers around the globe. We will have a remarkable pool of talent that few other companies can match. The new company's approximately 30,000 employees will serve customers around the world through 28 manufacturing facilities.

With that, I will turn the call back to Tom.

SPEAKER: TTM CEO Tom Edman

Thank you, Dave.

I look forward to engaging with TTM and Viasystems employees as we work together to advance an integration process that will create an industry leader built from the best of both companies.

Before I turn the call over to Todd, I will spend a few more minutes on the details of how this combination accelerates our vision and how we plan to leverage our global reach and client base.

Our combined customer list can be found on slide 12.

Core Strategy/Clear Strategic Benefits

As I mentioned earlier, the combination with Viasystems is a transformational milestone for TTM. It represents a dramatic acceleration of TTM's diversification strategy.

- TTM will be able to significantly diversify and broaden its end market exposure. As an example, Viasystems' leading global position in the automotive industry provides a compelling expansion opportunity into a segment we have not historically addressed. According to Prismark, the automotive end market is the fourth largest end market for PCBs, with over $3 billion in annual sales. As a result of the extremely high quality requirements, this segment is a highly stable business segment due to the relatively high switching costs for customers. Automotive PCBs are estimated to be growing at a rate of 3 to 5 percent annually, and the technology content within each automobile is increasing at an even more pronounced pace. Viasystems is focused on the highest technology segments of this business including applications in engine controls, anti-lock braking systems, and advanced radar and safety systems. This represents an opportunity for our combined company to leverage Viasystems' existing strengths as well as growing opportunities for TTM's advanced technologies.
- Additionally, Viasystems brings complementary positions to TTM in the aerospace and defense, industrial and instrumentation, and networking/telecom segments. Our customer overlap in these areas is minimal, which will allow us to tap into our respective technologies to strengthen our product offerings to existing customers. This should also help TTM drive diversification and reduce the seasonality that is inherent to the cellular phone segment.
- I am also excited by the combination of the strong technology organizations in both companies. Viasystems has an excellent high density interconnect capability in their North American

footprint, which will fit in well with our own R&D capabilities for advanced technologies centered in China. Viasystems also brings a zero defect focus in operations stemming from their automotive strength, which will provide even more momentum to ongoing yield improvement efforts at TTM. We expect that Viasystems in turn will be able to tap into TTM's areas of technology strength such as our material qualification capabilities centered at our Chippewa Falls, Wisconsin facility. Suffice it to say that combining two leading technology teams is one of the more exciting aspects of this combination.

We will now move into an integration planning phase focusing efforts on ensuring a smooth and seamless integration. We will build on our management teams' respect for one another and our respective company cultures to draw out the best in the combination. Our goal will be not to miss a beat in improving our product offering and services to our customers from day one of this combination.

Now, let me turn the call over to Todd Schull, our CFO.

SPEAKER: TTM CFO Todd Schull

Thank you, Tom. Let me reinforce Tom and Dave's sentiments and also express my own pleasure in announcing this transformative transaction.

Turning to slide 13, we summarize the financial impact of the transaction.

- As Tom indicated, Viasystems stockholders will receive $11.33 per share in cash and 0.706 shares of TTM common stock for each Viasystems share, which implies total consideration of $16.46 per share based on TTM's closing stock price on September 19.
- Based on the last twelve months, June 30th, combined pro forma revenue was $2.5 billion and adjusted EBITDA was $300 million.
- The transaction price represents a 6.8 times multiple of trailing 12 month adjusted EBITDA.
- We have identified at least $25 million in pre-tax cost synergies associated with combining sales, general and administrative functions of the two companies and we expect to be able to realize these synergies within 12 months of closing.
- A key highlight is that including synergies and excluding transaction-related costs and purchase accounting adjustments, this transaction is expected to be materially accretive to non-GAAP earnings in the first full year after the close.
- We estimate that the combined company will have a leverage ratio of gross debt to trailing twelve months' pro forma EBITDA of 4.7 times excluding synergies and 4.3 times including $25 million of synergies as of June 30, 2014. Further, the cash flow and cost synergies from the combined businesses should enable the combined company to achieve significant deleveraging over time.
- To finance this acquisition, we have a commitment from JP Morgan and Barclays, which means that the closing is not subject to financing contingencies. Combined with the cash resources of the two companies, this senior secured $1.3 billion financing will provide the funding not only for the purchase of Viasystems' stock but also the refinancing of Viasystems' secured debt as well as TTM's term loan and revolver facilities. Given the combined strength of the two companies, we believe the planned financing will provide a strong capital structure for the combined company going forward.

- The closing of this transaction is subject to regulatory approval from various U.S. and foreign governmental agencies including the U.S. Department of Justice, U.S. Department of Defense and Ministry of Commerce of the People's Republic of China.
- We currently expect to close the transaction in the first half of 2015.
- In coming quarters, we will provide you with more details that can help you model the combined companies.

With that, let me turn the call back over to Tom.

SPEAKER: TTM CEO Tom Edman

Thanks, Todd.

Turning to slide 14, you can see why we are so pleased by this opportunity to combine with Viasystems.

The combination represents a transformational milestone, dramatically accelerating TTM's strategy. Viasystems brings a diversified set of end markets to TTM's platform and enhances our ability to create an integrated global commercial sales and manufacturing platform to provide one-stop solutions for a wide range of customers.

We expect that employees and customers, in particular, will benefit from the greater opportunities created by these broadened capabilities, by our global reach in key growth markets, and by the economies of scale that will come as we integrate these two industry leaders.

Finally, we believe that the combination creates compelling value for the stockholders of both companies and will help TTM continue to create additional value for our stockholders.

Now, we will take your questions. Operator…

Forward-Looking Statements

Certain statements in this communication may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements relate to a variety of matters, including but not limited to: the operations of the businesses of TTM and Viasystems separately and as a combined entity; the timing and consummation of the proposed merger; the expected benefits of the integration of the two companies; the combined company's plans, objectives, expectations and intentions; and other statements that are not historical fact. These statements are made on the basis of the current beliefs, expectations and assumptions of the management of TTM and Viasystems regarding future events and are subject to significant risks and uncertainty. Statements regarding TTM's and Viasystems' expected performance in the future are forward-looking statements.

It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of the combined company or the price of Viasystems' or TTM's common stock. These forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially from those indicated in such forward-looking statements, including but not limited to: the ability of the parties to consummate the proposed merger and the satisfaction of the conditions precedent

to consummation of the proposed merger, including the ability to secure regulatory approvals in a timely manner or at all; the adoption of the Merger Agreement by Viasystems' stockholders; the possibility of legal or regulatory proceedings (including related to the transaction itself); the ability of TTM to successfully integrate Viasystems' operations, product lines, technology and employees and realize synergies and additional opportunities for growth from the proposed merger in a timely manner or at all; unknown, underestimated or undisclosed commitments or liabilities; the potential impact of the announcement or consummation of the proposed transactions on the parties' relationships with third parties, which may make it more difficult to maintain business and operational relationships; the level of demand for the combined company's products, which is subject to many factors, including uncertain global economic and industry conditions, demand for electronic products and printed circuit boards, and customers' new technology and capacity requirements; TTM's and Viasystems' ability to (i) develop, deliver and support a broad range of products, expand their markets and develop new markets, (ii) timely align their cost structures with business conditions, and (iii) attract, motivate and retain key employees; and developments beyond Viasystems' or TTM's control, including but not limited to, changes in domestic or global economic conditions, competitive conditions and consumer preferences, adverse weather conditions or natural disasters, health concerns, international, political or military developments, and technological developments. Additional factors that may cause results to differ materially from those described in the forward-looking statements are set forth in the Annual Report on Form 10-K of TTM Technologies, Inc. for the year ended December 30, 2013, which was filed with the Securities and Exchange Commission (the "SEC") on February 21, 2014, under the heading "Item 1A. Risk Factors" and in the Annual Report on Form 10-K of Viasystems for the year ended December 31, 2013, which was filed with the SEC on February 14, 2014, under the heading "Item 1A. Risk Factors," and in each company's other filings made with the SEC available at the SEC's website at www.sec.gov.

Neither Viasystems nor TTM undertakes any obligation to update any such forward-looking statements to reflect any new information, subsequent events or circumstances, or otherwise, except as may be required by law.

No Offer or Solicitation

The information in this communication is for informational purposes only and is neither an offer to purchase, nor a solicitation of an offer to sell, subscribe for or buy any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed transactions or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Additional Information and Where to Find It

TTM will file with the SEC a registration statement on Form S-4, which will include a prospectus with respect to TTM's shares of common stock to be issued in the proposed merger and a proxy statement of Viasystems in connection with the proposed merger between TTM and Viasystems (the "Proxy Statement/Prospectus"). The Proxy Statement/Prospectus will be sent or given to Viasystems' stockholders and will contain important information about the proposed merger and related matters. VIASYSTEMS SECURITY HOLDERS ARE ADVISED TO READ THE PROXY STATEMENT/PROSPECTUS CAREFULLY WHEN IT BECOMES AVAILABLE BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER. The Proxy Statement/Prospectus and other relevant materials (when they become available) and any other documents filed by TTM or Viasystems with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, security holders will be able to obtain free copies of the Proxy Statement/Prospectus from TTM or Viasystems by contacting either (1) Investor Relations by mail at

TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com or (2) Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com.

Participants in the Solicitation

TTM and Viasystems and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from Viasystems' stockholders in connection with the proposed merger and may have direct or indirect interests in the proposed merger. Information about TTM's directors and executive officers is set forth in TTM's Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 30, 2013, which was filed with the SEC on February 21, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from TTM by contacting Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com. Information about Viasystems' directors and executive officers is set forth in Viasystems' Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 31, 2013, which was filed with the SEC on February 14, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from Viasystems by contacting Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com. Additional information regarding the interests of participants in the solicitation of proxies in connection with the proposed merger will be included in the Proxy Statement/Prospectus that TTM will file with the SEC.

Use of Non-GAAP Financial Measures

In addition to the financial statements presented in accordance with U.S. GAAP, TTM and Viasystems use certain non-GAAP financial measures, including "adjusted EBITDA." The companies present non-GAAP financial information to enable investors to see each company through the eyes of management and to provide better insight into its ongoing financial performance.

Adjusted EBITDA is defined as earnings before interest expense, income taxes, depreciation, amortization of intangibles, stock-based compensation expense, gain on sale of assets, asset impairments, restructuring, costs related to acquisitions, and other charges. For a reconciliation of adjusted EBITDA to net income, please see Appendix A to TTM's presentation filed as Exhibit 99.2 to TTM's Current Report on Form 8-K filed on September 22, 2014. Adjusted EBITDA is not a recognized financial measure under U.S. GAAP, and does not purport to be an alternative to operating income or an indicator of operating performance. Adjusted EBITDA is presented to enhance an understanding of operating results and is not intended to represent cash flows or results of operations. The Boards of Directors, lenders and management of the companies use adjusted EBITDA primarily as an additional measure of operating performance for matters including executive compensation and competitor comparisons. The use of this non-GAAP measure provides an indication of each company's ability to service debt, and management considers it an appropriate measure to use because of the companies' leveraged positions.

Adjusted EBITDA has certain material limitations, primarily due to the exclusion of certain amounts that are material to each company's consolidated results of operations, such as interest expense, income tax expense, and depreciation and amortization. In addition, adjusted EBITDA may differ from the adjusted EBITDA calculations reported by other companies in the industry, limiting its usefulness as a comparative measure.

The companies use adjusted EBITDA to provide meaningful supplemental information regarding operating performance and profitability by excluding from EBITDA certain items that each company believes are not indicative of its ongoing operating results or will not impact future operating cash flows, which include stock-based compensation expense, gain on sale of assets, asset impairments, restructuring, costs related to acquisitions, and other charges.

Exhibit 99.4

Date September 22, 2014

To All TTM Employees

Subject Business Combination between TTM Technologies, Inc. and Viasystems Group, Inc.

Today, I am excited to inform you that we announced a definitive agreement that will result in the business combination of TTM Technologies, Inc. ("TTM") and Viasystems Group, Inc., ("Viasystems"), creating one of the leading printed circuit board, or PCB, and assembly companies in the world. This transaction will fulfill our long-stated objective of global leadership in PCB technologies and Viasystems will improve TTM's end market diversification with its strong position in the automotive and the industrial and instrumentation segments, as well as provide complementary positions in the aerospace and defense and networking/telecom segments.

Viasystems is headquartered in St. Louis, Missouri and operates 15 facilities located in the U.S., Canada, China and Mexico. Viasystems is one of the leading PCB and assembly manufacturers in the world with 2013 sales of $1.2 billion. Viasystems is focused on multi-layer, high reliability printed circuit boards and specialty assembly products. Additional information can be found at www.viasystems.com.

We are very excited about the combination of TTM and Viasystems. This transaction will significantly increase our global footprint, expand our end market and customer participation and complement our focus on high technology manufacturing. The joining of our two companies with differing yet complementary capabilities will create a premier global one-stop solution for printed circuit board products and assemblies.

Together, the new company will be one of the largest printed circuit board companies in the world with combined 2013 sales of $2.5 billion.

The transaction is expected to close in the first half of 2015. Until that time it will be "business as usual" with each company continuing to act independently. On behalf of the entire TTM management team, I thank you for your commitment to TTM. You are a key component of our success, and I look forward to our future achievements. We will keep you updated on any significant developments.

As always we appreciate your continued dedication to TTM.

Tom Edman
President & CEO
TTM Technologies, Inc.

Forward-Looking Statements

Certain statements in this communication may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements relate to a variety of matters, including but not limited to: the operations of the businesses of TTM and Viasystems separately and as a combined entity; the timing and consummation of the proposed merger; the expected benefits of the integration of the two companies; the combined company's plans, objectives, expectations and intentions; and other statements that are not historical fact. These statements are made on the basis of the current beliefs, expectations and assumptions of the management of TTM and Viasystems regarding future events and are subject to significant risks and uncertainty. Statements regarding our expected performance in the future are forward-looking statements.

It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of the combined company or the price of Viasystems' or TTM's common stock. These forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially from those indicated in such forward-looking statements, including but not limited to: the ability of the parties to consummate the proposed merger and the satisfaction of the conditions precedent to consummation of the proposed merger, including the ability to secure regulatory approvals in a timely manner or at all; the adoption of the Merger Agreement by Viasystems' stockholders; the possibility of legal or regulatory proceedings (including related to the transaction itself); the ability of TTM to successfully integrate Viasystems' operations, product lines, technology and employees and realize synergies and additional opportunities for growth from the proposed merger in a timely manner or at all; unknown, underestimated or undisclosed commitments or liabilities; the potential impact of the announcement or consummation of the proposed transactions on the parties' relationships with third parties, which may make it more difficult to maintain business and operational relationships; the level of demand for the combined company's products, which is subject to many factors, including uncertain global economic and industry conditions, demand for electronic products and printed circuit boards, and customers' new technology and capacity requirements; TTM's and Viasystems' ability to (i) develop, deliver and support a broad range of products, expand their markets and develop new markets, (ii) timely align their cost structures with business conditions, and (iii) attract, motivate and retain key employees; and developments beyond Viasystems' or TTM's control, including but not limited to, changes in domestic or global economic conditions, competitive conditions and consumer preferences, adverse weather conditions or natural disasters, health concerns, international, political or military developments, and technological developments. Additional factors that may cause results to differ materially from those described in the forward-looking statements are set forth in the Annual Report on Form 10-K of TTM Technologies, Inc. for the year ended December 30, 2013, which was filed with the Securities and Exchange Commission (the "SEC") on February 21, 2014, under the heading "Item 1A. Risk Factors" and in the Annual Report on Form 10-K of Viasystems for the year ended December 31, 2013, which was filed with the SEC on February 14, 2014, under the heading "Item 1A. Risk Factors," and in each company's other filings made with the SEC available at the SEC's website at www.sec.gov.

Neither Viasystems nor TTM undertakes any obligation to update any such forward-looking statements to reflect any new information, subsequent events or circumstances, or otherwise, except as may be required by law.

No Offer or Solicitation

The information in this communication is for informational purposes only and is neither an offer to purchase, nor a solicitation of an offer to sell, subscribe for or buy any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed transactions or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Additional Information and Where to Find It

TTM will file with the SEC a registration statement on Form S-4, which will include a prospectus with respect to TTM's shares of common stock to be issued in the proposed merger and a proxy statement of Viasystems in connection with the proposed merger between TTM and Viasystems (the "Proxy Statement/Prospectus"). The Proxy Statement/Prospectus will be sent or given to Viasystems' stockholders and will contain important

information about the proposed merger and related matters. VIASYSTEMS SECURITY HOLDERS ARE ADVISED TO READ THE PROXY STATEMENT/PROSPECTUS CAREFULLY WHEN IT BECOMES AVAILABLE BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER. The Proxy Statement/Prospectus and other relevant materials (when they become available) and any other documents filed by TTM or Viasystems with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, security holders will be able to obtain free copies of the Proxy Statement/Prospectus from TTM or Viasystems by contacting either (1) Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com or (2) Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com.

Participants in the Solicitation

TTM and Viasystems and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from Viasystems' stockholders in connection with the proposed merger and may have direct or indirect interests in the proposed merger. Information about TTM's directors and executive officers is set forth in TTM's Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 30, 2013, which was filed with the SEC on February 21, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from TTM by contacting Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com. Information about Viasystems' directors and executive officers is set forth in Viasystems' Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 31, 2013, which was filed with the SEC on February 14, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from Viasystems by contacting Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com. Additional information regarding the interests of participants in the solicitation of proxies in connection with the proposed merger will be included in the Proxy Statement/Prospectus that TTM will file with the SEC.

Exhibit 99.5

September 22, 2014

Subject: Business Combination between TTM Technologies, Inc. and Viasystems Group, Inc.

Dear Valued Customers:

I am pleased to inform you that TTM Technologies, Inc. ("TTM") has announced a definitive agreement that will result in the business combination of TTM and Viasystems Group, Inc., ("Viasystems"). This transaction will fulfill our long-stated objective of global leadership in printed circuit board, or PCB, technologies and Viasystems will improve TTM's end market diversification with its strong position in the automotive and the industrial and instrumentation segments, as well as provide complementary positions in the aerospace and defense and networking/telecom segments.

Viasystems is headquartered in St. Louis, Missouri and operates 15 facilities located in the U.S., Canada, China and Mexico. Viasystems is one of the leading PCB and assembly manufacturers in the world with 2013 sales of $1.2 billion. Viasystems is focused on multi-layer, high reliability printed circuit boards and specialty assembly products. Additional information can be found at www.viasystems.com.

The combination of TTM and Viasystems will be a transformational event, creating one of the world's leading PCB products and assembly companies with state of the art production capabilities in North America and Asia. The resulting integrated sales force and manufacturing operations will provide our commercial customers with a true global one-stop solution, capable of cost effectively supporting a broad range of PCB and assembly technologies throughout the entire product life cycle. Furthermore, by enhancing our ability to compete and grow in commercial markets, this transaction will reinforce TTM's ability to invest in its technology leadership positions and to continue to grow as a leading supplier of aerospace & defense PCB products in North America.

This is very exciting news for TTM, Viasystems and our respective customers. The transaction is subject to various regulatory and government approvals, and the approval of Viasystems' shareholders. As such, it is currently anticipated that the deal will close during the first half of 2015. Until closure, both companies must continue to operate independently. I want to assure you that during this transition period, our customers can count on TTM to remain fully focused on successfully executing to fulfill your product development, production and delivery requirements. In addition, we will endeavor to keep you apprised of progress as we work to close this transaction.

In closing, I want to personally thank you for your business and inform you that TTM and Viasystems will be conducting a joint conference call to provide greater detail about this transaction. The call will take place on Tuesday, September 23, 2014 at 9:30 A.M. EST, (6:30 A.M. PST). You can access the live audio webcast at ttm.corporate.communications@ttmtech.com The live conference call will also be available by telephone by dialing 1-800-700-7784 for domestic callers or 1-651-291-3245 for international callers (access code: 336763). We hope you can join this call.

Sincerely,

Tom Edman
President & CEO
TTM Technologies, Inc.

Forward-Looking Statements

Certain statements in this communication may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements relate to a variety of matters, including but not limited to: the operations of the businesses of TTM and Viasystems separately and as a combined entity; the timing and consummation of the proposed merger; the expected benefits of the integration of the two companies; the combined company's plans, objectives, expectations and intentions; and other statements that are not historical fact. These statements are made on the basis of the current beliefs, expectations and assumptions of the management of TTM and Viasystems regarding future events and are subject to significant risks and uncertainty. Statements regarding our expected performance in the future are forward-looking statements.

It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of the combined company or the price of Viasystems' or TTM's common stock. These forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially from those indicated in such forward-looking statements, including but not limited to: the ability of the parties to consummate the proposed merger and the satisfaction of the conditions precedent to consummation of the proposed merger, including the ability to secure regulatory approvals in a timely manner or at all; the adoption of the Merger Agreement by Viasystems' stockholders; the possibility of legal or regulatory proceedings (including related to the transaction itself); the ability of TTM to successfully integrate Viasystems' operations, product lines, technology and employees and realize synergies and additional opportunities for growth from the proposed merger in a timely manner or at all; unknown, underestimated or undisclosed commitments or liabilities; the potential impact of the announcement or consummation of the proposed transactions on the parties' relationships with third parties, which may make it more difficult to maintain business and operational relationships; the level of demand for the combined company's products, which is subject to many factors, including uncertain global economic and industry conditions, demand for electronic products and printed circuit boards, and customers' new technology and capacity requirements; TTM's and Viasystems' ability to (i) develop, deliver and support a broad range of products, expand their markets and develop new markets, (ii) timely align their cost structures with business conditions, and (iii) attract, motivate and retain key employees; and developments beyond Viasystems' or TTM's control, including but not limited to, changes in domestic or global economic conditions, competitive conditions and consumer preferences, adverse weather conditions or natural disasters, health concerns, international, political or military developments, and technological developments. Additional factors that may cause results to differ materially from those described in the forward-looking statements are set forth in the Annual Report on Form 10-K of TTM Technologies, Inc. for the year ended December 30, 2013, which was filed with the Securities and Exchange Commission (the "SEC") on February 21, 2014, under the heading "Item 1A. Risk Factors" and in the Annual Report on Form 10-K of Viasystems for the year ended December 31, 2013, which was filed with the SEC on February 14, 2014, under the heading "Item 1A. Risk Factors," and in each company's other filings made with the SEC available at the SEC's website at www.sec.gov.

Neither Viasystems nor TTM undertakes any obligation to update any such forward-looking statements to reflect any new information, subsequent events or circumstances, or otherwise, except as may be required by law.

No Offer or Solicitation

The information in this communication is for informational purposes only and is neither an offer to purchase, nor a solicitation of an offer to sell, subscribe for or buy any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed transactions or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Additional Information and Where to Find It

TTM will file with the SEC a registration statement on Form S-4, which will include a prospectus with respect to TTM's shares of common stock to be issued in the proposed merger and a proxy statement of Viasystems in connection with the proposed merger between TTM and Viasystems (the "Proxy Statement/Prospectus"). The Proxy Statement/Prospectus will be sent or given to Viasystems' stockholders and will contain important information about the proposed merger and related matters. VIASYSTEMS SECURITY HOLDERS ARE ADVISED TO READ THE PROXY STATEMENT/PROSPECTUS CAREFULLY WHEN IT BECOMES AVAILABLE BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER. The Proxy Statement/Prospectus and other relevant materials (when they become available) and any other documents filed by TTM or Viasystems with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, security holders will be able to obtain free copies of the Proxy Statement/Prospectus from TTM or Viasystems by contacting either (1) Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com or (2) Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com.

Participants in the Solicitation

TTM and Viasystems and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from Viasystems' stockholders in connection with the proposed merger and may have direct or indirect interests in the proposed merger. Information about TTM's directors and executive officers is set forth in TTM's Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 30, 2013, which was filed with the SEC on February 21, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from TTM by contacting Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com. Information about Viasystems' directors and executive officers is set forth in Viasystems' Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 31, 2013, which was filed with the SEC on February 14, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from Viasystems by contacting Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com. Additional information regarding the interests of participants in the solicitation of proxies in connection with the proposed merger will be included in the Proxy Statement/Prospectus that TTM will file with the SEC.

Exhibit 99.6

September 22, 2014

Subject: Business Combination between TTM Technologies, Inc. and Viasystems Group Inc.

Dear Valued Suppliers:

I am pleased to inform you that TTM Technologies, Inc. ("TTM") has announced a definitive agreement that will result in the business combination of TTM and Viasystems Group, Inc. ("Viasystems"). This transaction will fulfill our long-stated objective of global leadership in printed circuit board, or PCB, technologies and Viasystems will improve TTM's end market diversification with its strong position in the automotive and the industrial and instrumentation segments, as well as provide complementary positions in the aerospace and defense and networking/telecom segments.

Viasystems is headquartered in St. Louis, Missouri and operates 15 facilities located in the U.S., Canada, China and Mexico. Viasystems is one of the leading PCB and assembly manufacturers in the world with 2013 sales of $1.2 billion. Viasystems is focused on multi-layer, high reliability printed circuit boards and specialty assembly products. Additional information can be found at www.viasystems.com.

The combination of TTM and Viasystems will be a transformational event, creating one of the world's leading PCB products and assembly companies with combined 2013 sales of $2.5 billion. In total, the combined scale, complementary product capabilities and market breadth of these two industry leaders will create significant competitive advantages for TTM which, in turn, will better position TTM for long term global growth.

Please recognize that this transaction is subject to various regulatory and government approvals, and the approval of Viasystems' shareholders. It is currently anticipated that the deal will close during the first half of 2015. Until closure, both companies must continue to operate independently. This includes all dealings with suppliers. We will advise you when the transaction is complete. In the meantime, it is "business as usual" until closing, and we continue to look forward to working with you during that period.

This is very exciting news for TTM, Viasystems and our valued suppliers. This transaction should create exciting new opportunities for many of you, and we thank you for your continued support.

In closing, I want to inform you that TTM and Viasystems will be conducting a joint conference call to provide greater detail about this transaction. The call will take place on Tuesday, September 23, 2014 at 9:30 A.M EST, (6:30 A.M. PST). You can access the live audio webcast at ttm.corporate.communications@ttmtech.com. The live conference call will also be available by telephone by dialing 1-800-700-7784 for domestic callers or 1-651-291-3245 for international callers (access code: 336763). We hope you can join this call.

Sincerely,

Tom Edman
President and CEO
TTM Technologies, Inc.

Forward-Looking Statements

Certain statements in this communication may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements relate to a variety of matters, including but not limited to: the operations of the businesses of TTM and Viasystems separately and as a combined entity; the timing and consummation of the proposed merger; the expected benefits of the integration of the two companies; the combined company's plans, objectives, expectations and intentions; and other statements that are not historical fact. These statements are made on the basis of the current beliefs, expectations and assumptions of the management of TTM and Viasystems regarding future events and are subject to significant risks and uncertainty. Statements regarding our expected performance in the future are forward-looking statements.

It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of the combined company or the price of Viasystems' or TTM's common stock. These forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially from those indicated in such forward-looking statements, including but not limited to: the ability of the parties to consummate the proposed merger and the satisfaction of the conditions precedent to consummation of the proposed merger, including the ability to secure regulatory approvals in a timely manner or at all; the adoption of the Merger Agreement by Viasystems' stockholders; the possibility of legal or regulatory proceedings (including related to the transaction itself); the ability of TTM to successfully integrate Viasystems' operations, product lines, technology and employees and realize synergies and additional opportunities for growth from the proposed merger in a timely manner or at all; unknown, underestimated or undisclosed commitments or liabilities; the potential impact of the announcement or consummation of the proposed transactions on the parties' relationships with third parties, which may make it more difficult to maintain business and operational relationships; the level of demand for the combined company's products, which is subject to many factors, including uncertain global economic and industry conditions, demand for electronic products and printed circuit boards, and customers' new technology and capacity requirements; TTM's and Viasystems' ability to (i) develop, deliver and support a broad range of products, expand their markets and develop new markets, (ii) timely align their cost structures with business conditions, and (iii) attract, motivate and retain key employees; and developments beyond Viasystems' or TTM's control, including but not limited to, changes in domestic or global economic conditions, competitive conditions and consumer preferences, adverse weather conditions or natural disasters, health concerns, international, political or military developments, and technological developments. Additional factors that may cause results to differ materially from those described in the forward-looking statements are set forth in the Annual Report on Form 10-K of TTM Technologies, Inc. for the year ended December 30, 2013, which was filed with the Securities and Exchange Commission (the "SEC") on February 21, 2014, under the heading "Item 1A. Risk Factors" and in the Annual Report on Form 10-K of Viasystems for the year ended December 31, 2013, which was filed with the SEC on February 14, 2014, under the heading "Item 1A. Risk Factors," and in each company's other filings made with the SEC available at the SEC's website at www.sec.gov.

Neither Viasystems nor TTM undertakes any obligation to update any such forward-looking statements to reflect any new information, subsequent events or circumstances, or otherwise, except as may be required by law.

No Offer or Solicitation

The information in this communication is for informational purposes only and is neither an offer to purchase, nor a solicitation of an offer to sell, subscribe for or buy any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed transactions or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Additional Information and Where to Find It

TTM will file with the SEC a registration statement on Form S-4, which will include a prospectus with respect to TTM's shares of common stock to be issued in the proposed merger and a proxy statement of Viasystems in connection with the proposed merger between TTM and Viasystems (the "Proxy Statement/Prospectus"). The Proxy Statement/Prospectus will be sent or given to Viasystems' stockholders and will contain important information about the proposed merger and related matters. VIASYSTEMS SECURITY HOLDERS ARE ADVISED TO READ THE PROXY STATEMENT/PROSPECTUS CAREFULLY WHEN IT BECOMES AVAILABLE BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER. The Proxy Statement/Prospectus and other relevant materials (when they become available) and any other documents filed by TTM or Viasystems with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, security holders will be able to obtain free copies of the Proxy Statement/Prospectus from TTM or Viasystems by contacting either (1) Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com or (2) Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com.

Participants in the Solicitation

TTM and Viasystems and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from Viasystems' stockholders in connection with the proposed merger and may have direct or indirect interests in the proposed merger. Information about TTM's directors and executive officers is set forth in TTM's Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 30, 2013, which was filed with the SEC on February 21, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from TTM by contacting Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com. Information about Viasystems' directors and executive officers is set forth in Viasystems' Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 31, 2013, which was filed with the SEC on February 14, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from Viasystems by contacting Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com. Additional information regarding the interests of participants in the solicitation of proxies in connection with the proposed merger will be included in the Proxy Statement/Prospectus that TTM will file with the SEC.

Exhibit 99.7

September 22, 2014

Subject: Business Combination between TTM Technologies, Inc. and Viasystems Group, Inc.

I am pleased to inform you that TTM Technologies, Inc. ("TTM") has announced a definitive agreement that will result in the business combination of TTM and Viasystems Group, Inc. ("Viasystems"). This transaction will fulfill our long-stated objective of global leadership in printed circuit board, or PCB, technologies and Viasystems will improve TTM's end market diversification with its strong position in the automotive and the industrial and instrumentation segments, as well as provide complementary positions in the aerospace and defense and networking/telecom segments.

Viasystems is headquartered in St. Louis, Missouri and operates 15 facilities located in the U.S., Canada, China and Mexico. Viasystems is one of the leading PCB and assembly manufacturers in the world with 2013 sales of $1.2 billion. Viasystems is focused on multi-layer, high reliability printed circuit boards and specialty assembly products. Additional information can be found at www.viasystems.com.

The combination of TTM and Viasystems will be a transformational event, creating one of the world's leading PCB products and assembly companies with state of the art production capabilities in North America and Asia. The resulting integrated sales force and manufacturing operations will provide our commercial customers with a true global one-stop solution, capable of cost effectively supporting a broad range of PCB and assembly technologies throughout the entire product life cycle. Furthermore, by enhancing our ability to compete and grow in commercial markets, this transaction will reinforce TTM's ability to invest in its technology leadership positions and to continue to grow as a leading supplier of aerospace and defense PCB products in North America.

I would like to thank you for your financial support over the last several years. We value our relationship with you, which has brought benefits to both of our corporations, and we sincerely hope that we will be able to continue to support one another in the coming years. As we progress towards closing this transaction, we look forward to discussing new opportunities for financing TTM's future business requirements.

Mr. Todd Schull, CFO and Mr. Canice Chung, President of our Asia Pacific Business Unit will provide details on these opportunities in the next several days. Thank you again.

Sincerely,

Tom Edman
President & CEO
TTM Technologies, Inc.

Forward-Looking Statements

Certain statements in this communication may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements relate to a variety of matters, including but not limited to: the operations of the businesses of TTM and Viasystems separately and as a combined entity; the timing and consummation of the proposed merger; the expected benefits of the integration of the two companies; the combined company's plans, objectives, expectations and intentions; and other statements that are not historical fact. These statements are made on the basis of the current beliefs, expectations and assumptions of the management of TTM and Viasystems regarding future events and are subject to significant risks and uncertainty. Statements regarding our expected performance in the future are forward-looking statements.

It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of the combined company or the price of Viasystems' or TTM's common stock. These forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially from those indicated in such forward-looking statements, including but not limited to: the ability of the parties to consummate the proposed merger and the satisfaction of the conditions precedent to consummation of the proposed merger, including the ability to secure regulatory approvals in a timely manner or at all; the adoption of the Merger Agreement by Viasystems' stockholders; the possibility of legal or regulatory proceedings (including related to the transaction itself); the ability of TTM to successfully integrate Viasystems' operations, product lines, technology and employees and realize synergies and additional opportunities for growth from the proposed merger in a timely manner or at all; unknown, underestimated or undisclosed commitments or liabilities; the potential impact of the announcement or consummation of the proposed transactions on the parties' relationships with third parties, which may make it more difficult to maintain business and operational relationships; the level of demand for the combined company's products, which is subject to many factors, including uncertain global economic and industry conditions, demand for electronic products and printed circuit boards, and customers' new technology and capacity requirements; TTM's and Viasystems' ability to (i) develop, deliver and support a broad range of products, expand their markets and develop new markets, (ii) timely align their cost structures with business conditions, and (iii) attract, motivate and retain key employees; and developments beyond Viasystems' or TTM's control, including but not limited to, changes in domestic or global economic conditions, competitive conditions and consumer preferences, adverse weather conditions or natural disasters, health concerns, international, political or military developments, and technological developments. Additional factors that may cause results to differ materially from those described in the forward-looking statements are set forth in the Annual Report on Form 10-K of TTM Technologies, Inc. for the year ended December 30, 2013, which was filed with the Securities and Exchange Commission (the "SEC") on February 21, 2014, under the heading "Item 1A. Risk Factors" and in the Annual Report on Form 10-K of Viasystems for the year ended December 31, 2013, which was filed with the SEC on February 14, 2014, under the heading "Item 1A. Risk Factors," and in each company's other filings made with the SEC available at the SEC's website at www.sec.gov.

Neither Viasystems nor TTM undertakes any obligation to update any such forward-looking statements to reflect any new information, subsequent events or circumstances, or otherwise, except as may be required by law.

No Offer or Solicitation

The information in this communication is for informational purposes only and is neither an offer to purchase, nor a solicitation of an offer to sell, subscribe for or buy any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed transactions or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Additional Information and Where to Find It

TTM will file with the SEC a registration statement on Form S-4, which will include a prospectus with respect to TTM's shares of common stock to be issued in the proposed merger and a proxy statement of Viasystems in connection with the proposed merger between TTM and Viasystems (the "Proxy Statement/Prospectus"). The Proxy Statement/Prospectus will be sent or given to Viasystems' stockholders and will contain important information about the proposed merger and related matters. VIASYSTEMS SECURITY HOLDERS ARE ADVISED TO READ THE PROXY STATEMENT/PROSPECTUS CAREFULLY WHEN IT BECOMES AVAILABLE BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER. The Proxy Statement/Prospectus and other relevant materials (when they become available) and any other documents filed by TTM or Viasystems with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. In addition, security holders will be able to obtain free copies of the Proxy Statement/Prospectus from TTM or Viasystems by contacting either (1) Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com or (2) Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com.

Participants in the Solicitation

TTM and Viasystems and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from Viasystems' stockholders in connection with the proposed merger and may have direct or indirect interests in the proposed merger. Information about TTM's directors and executive officers is set forth in TTM's Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 30, 2013, which was filed with the SEC on February 21, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from TTM by contacting Investor Relations by mail at TTM Technologies, Inc., 1665 Scenic Avenue, Suite 250, Costa Mesa, CA 92626, Attn: Investor Relations Department, by telephone at 714-327-3000, or by going to TTM's Investor Relations page on its corporate website at www.ttmtech.com. Information about Viasystems' directors and executive officers is set forth in Viasystems' Proxy Statement on Schedule 14A for its 2014 Annual Meeting of Stockholders, which was filed with the SEC on March 14, 2014, and its Annual Report on Form 10-K for the fiscal year ended December 31, 2013, which was filed with the SEC on February 14, 2014. These documents are available free of charge at the SEC's website at www.sec.gov, and from Viasystems by contacting Investor Relations by mail at Viasystems Group, Inc., 101 South Hanley Road, Suite 1800, St. Louis, MO 63105, Attn: Investor Relations Department, by telephone at 314-727-2087, or by going to Viasystems' Investor Info page on its corporate website at www.viasystems.com. Additional information regarding the interests of participants in the solicitation of proxies in connection with the proposed merger will be included in the Proxy Statement/Prospectus that TTM will file with the SEC.

Exhibit 99.8

September 22, 2014

Subject: Business Combination between TTM Technologies, Inc. and Viasystems Group, Inc.

I am pleased to inform you that TTM Technologies, Inc. ("TTM") has announced a definitive agreement that will result in the business combination of TTM and Viasystems Group, Inc., ("Viasystems"). This transaction will fulfill our long-stated objective of global leadership in printed circuit board, or PCB, technologies and Viasystems will improve TTM's end market diversification with its strong position in the automotive and the industrial and instrumentation segments, as well as provide complementary positions in the aerospace and defense and networking/telecom segments.

Viasystems is headquartered in St. Louis, Missouri and operates 15 facilities located in the U.S., Canada, China and Mexico. Viasystems is one of the leading PCB and assembly manufacturers in the world with 2013 sales of $1.2 billion. Viasystems is focused on multi-layer, high reliability printed circuit boards and specialty assembly products. Additional information can be found at www.viasystems.com.

The combination of TTM and Viasystems will be a transformational event, creating one of the world's leading PCB products and assembly companies. TTM will remain headquartered in the U.S. and will operate state of the art production facilities in North America and Asia. The resulting integrated sales force and manufacturing operations will provide our commercial customers with a true global one-stop solution, capable of cost effectively supporting a broad range of PCB and assembly technologies throughout the entire product life cycle. Furthermore, by enhancing our ability to compete and grow in commercial markets, this transaction will reinforce TTM's ability to invest in its technology leadership positions and to continue to grow as a leading supplier of aerospace and defense PCB products in North America. Additionally, it is important to note that this merger will result in the dilution of TTM's single largest shareholder from its current position of 33% to an expected position of 27% of TTM's outstanding shares.

The transaction is subject to various regulatory and government approvals, and the approval of Viasystems' shareholders. As such, it is currently anticipated that the deal will close during the first half of 2015. Until closure, both companies must continue to operate independently.

Sincerely,

Tom Edman
President & CEO
TTM Technologies, Inc.

Forward-Looking Statements

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It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of the combined company or the price of Viasystems' or TTM's common stock. These forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially from those indicated in such forward-looking statements, including but not limited to: the ability of the parties to consummate the proposed merger and the satisfaction of the conditions precedent to consummation of the proposed merger, including the ability to secure regulatory approvals in a timely manner or at all; the adoption of the Merger Agreement by Viasystems' stockholders; the possibility of legal or regulatory proceedings (including related to the transaction itself); the ability of TTM to successfully integrate Viasystems' operations, product lines, technology and employees and realize synergies and additional opportunities for growth from the proposed merger in a timely manner or at all; unknown, underestimated or undisclosed commitments or liabilities; the potential impact of the announcement or consummation of the proposed transactions on the parties' relationships with third parties, which may make it more difficult to maintain business and operational relationships; the level of demand for the combined company's products, which is subject to many factors, including uncertain global economic and industry conditions, demand for electronic products and printed circuit boards, and customers' new technology and capacity requirements; TTM's and Viasystems' ability to (i) develop, deliver and support a broad range of products, expand their markets and develop new markets, (ii) timely align their cost structures with business conditions, and (iii) attract, motivate and retain key employees; and developments beyond Viasystems' or TTM's control, including but not limited to, changes in domestic or global economic conditions, competitive conditions and consumer preferences, adverse weather conditions or natural disasters, health concerns, international, political or military developments, and technological developments. Additional factors that may cause results to differ materially from those described in the forward-looking statements are set forth in the Annual Report on Form 10-K of TTM Technologies, Inc. for the year ended December 30, 2013, which was filed with the Securities and Exchange Commission (the "SEC") on February 21, 2014, under the heading "Item 1A. Risk Factors" and in the Annual Report on Form 10-K of Viasystems for the year ended December 31, 2013, which was filed with the SEC on February 14, 2014, under the heading "Item 1A. Risk Factors," and in each company's other filings made with the SEC available at the SEC's website at www.sec.gov.

Neither Viasystems nor TTM undertakes any obligation to update any such forward-looking statements to reflect any new information, subsequent events or circumstances, or otherwise, except as may be required by law.

No Offer or Solicitation

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Additional Information and Where to Find It

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Participants in the Solicitation

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