

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

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In re: : Chapter 11
GT ADVANCED TECHNOLOGIES INC., *et al.*, : Case No. 14-11916-HJB
Debtors.¹ : Jointly Administered
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**NOTICE OF: (I) APPROVAL OF DISCLOSURE STATEMENT; (II) ESTABLISHMENT OF
VOTING RECORD DATE; (III) PROCEDURES AND DEADLINE FOR VOTING ON PLAN; AND
(IV) HEARING ON CONFIRMATION OF PLAN AND PROCEDURES FOR OBJECTIONS**

PLEASE TAKE NOTICE THAT:

- Approval of Disclosure Statement.** On February 2, 2016, the United States Bankruptcy Court for the District of New Hampshire (the "Bankruptcy Court") entered an order (the "Disclosure Statement Order") approving the *Disclosure Statement for the Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the "Disclosure Statement") with respect to the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the "Plan"). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Plan. The Disclosure Statement Order authorizes the Debtors to solicit votes to accept or reject the Plan pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").
- Confirmation Hearing.** The hearing (the "Confirmation Hearing") to consider the confirmation of the Plan shall be held on **March 3, 2016 at 10:00 a.m. (prevailing Eastern Time)** before the Honorable Henry J. Boroff, United States Bankruptcy Judge, at the United States Court, 1000 Elm Street, 11th Floor, Manchester, New Hampshire 03101. Objections or responses to confirmation of the Plan, if any, must be filed no later than **4:00 p.m. (prevailing Eastern Time) on February 26, 2016** and comply with the requirements set forth in the Disclosure Statement Order. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Confirmation Hearing or any continued hearing. The Debtors may modify the Plan, if necessary, prior to, during, or as a result of the Confirmation Hearing in accordance with the terms of the Plan without further notice.
- Record Date for Voting Purposes.** The Voting Record Date is **February 1, 2016** with respect to holders of claims in Class 4A (GT Inc. Notes Claims), Class 4B (GT Inc. General Unsecured Claims), Class 4C (Corp Debtors General Unsecured Claims), and Class 4D (GT Hong Kong General Unsecured Claims).
- Voting Procedures.** If you are entitled to vote you will receive a solicitation package which shall include a copy of (a) the Disclosure Statement Order, (b) this Notice, (c) the Disclosure Statement, attached to which is the Plan, and (d) a ballot (the "Ballot"). Please review the ballot of specific instructions as to how to vote. Failure to follow the voting instructions may disqualify your vote.
- Voting Deadline.** The deadline to vote on the Plan is **February 26, 2016 at 4:00 p.m. (prevailing Pacific Time)** (the "Voting Deadline"). The Debtors' voting agent, Kurtzman Carson Consultants LLC (the "Voting Agent"), must receive your ballot from you or your Voting Nominee, as applicable, by the Voting Deadline otherwise your vote will not be counted.
- Parties in Interest Not Entitled to Vote.** Holders of claims in Class 1 (Priority Non-Tax Claims), Class 2 (Secured Tax Claims), Class 3 (Other Secured Claims), Class 5 (Subordinated Securities Claims), Class 6 (GT Inc. Equity Interests) and Class 7 (Intercompany Equity Interests) are not entitled to vote on the Plan. Such holders will receive an appropriate Notice of Non-Voting Status instead of a Ballot.
- Temporary Claim Allowance for Voting Purposes.** If you have timely filed a proof of claim and disagree with the Debtors' classification of, objection to, or request for estimation of, your claim and believe that you should be entitled to vote on the Plan, then you must serve the Debtors and Creditors' Committee, and file with the Court a motion (a "Temporary Allowance Request Motion") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") temporarily allowing your claim in a different amount or in a different class for purposes of voting to accept or reject the Plan. All Temporary Allowance Request Motions must be filed on or before February 26, 2016. Notwithstanding the foregoing, the Debtors and a claimant may agree and stipulate to treatment of a specific claim for voting purposes pursuant to a notice filed with the Court. Any claimant filing and serving a Temporary Allowance Request Motion will be provided with a

¹ The Debtors, along with the last four digits of each debtor's tax identification number, as applicable, are: GT Advanced Technologies Inc. (6749), GTAT Corporation (1760), GT Advanced Equipment Holding LLC (8329), GT Equipment Holdings, Inc. (0040), Lindbergh Acquisition Corp. (5073), GT Sapphire Systems Holding LLC (4417), GT Advanced Cz LLC (9815), GT Sapphire Systems Group LLC (5126), and GT Advanced Technologies Limited (1721). The Debtors' corporate headquarters are located at 243 Daniel Webster Highway, Merrimack, NH 03054.

Solicitation Package, including a Ballot, and will be allowed to cast a provisional vote to accept or reject the Plan on or before February 29, 2016, pending a determination by the Court of such motion. No later than three business days after the filing of such Temporary Allowance Request Motion, the Voting Agent will send the movant a Solicitation Package, and the movant will be required to return such Ballot by February 29, 2016. If the Debtors and such claimant are unable to resolve the issues raised in the Temporary Allowance Request Motion, such motion shall be considered by the Court at the Confirmation Hearing and the Court shall determine whether the provisional Ballot should be allowed for voting purposes and the amount of the claim that may be voted. Temporary Allowance Request Motions that are not timely filed and served in the manner set forth above shall not be considered.

8. **Objections to Confirmation.** Objections or responses to confirmation of the Plan, if any, must (i) be in writing, (ii) state the name and address of the objecting party and the amount and nature of the claim or interest of such party, (iii) state with particularity the basis and nature of any objection or proposed modification to the Plan, and (iv) be filed, together with proof of service, with the Court and served so as to be actually received by: (a) the Clerk of the Bankruptcy Court, 1000 Elm Street, Suite 1001, Manchester, NH 03101-1708; (b) counsel for the Debtors, (i) Paul Hastings LLP, 75 East 55th Street, New York, NY 10022, Attn: Luc A. Despina, Esq., and 600 Travis Street, 58th Floor, Houston, TX 77002, Attn: James T. Grogan, Esq., and Nixon Peabody LLP, 900 Elm Street, Manchester, NH 03101, Attn: Daniel W. Sklar, Esq. and Holly J. Barcroft, Esq.; (c) counsel for the Creditors' Committee, Kelley Drye & Warren LLP, 101 Park Avenue, New York, NY 10178, Attn: James S. Carr, Esq.; (d) counsel to the Financing Support Parties, Wilmer Cutler Pickering Hale and Dorr LLP, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007, Attn: Philip D. Anker, Esq., and 60 State Street, Boston, MA 02109, Attn: Dennis L. Jenkins, Esq.; (e) counsel to the Consenting Parties, (i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Michael S. Stamer, Esq. and Brad M. Kahn, Esq., and (ii) Drummond Woodsum LLP, 1001 Elm Street, #303, Manchester, NH 03101, Attn: Benjamin E. Marcus, Esq. and Jeremy R. Fischer, Esq., and (f) the Office of the United States Trustee for Region 1, 1000 Elm Street, Suite 605 Manchester, NH 03101, Attn: Geraldine L. Karonis, no later than **4:00 p.m. (prevailing Eastern Time), on February 26, 2016**. Failure to file and serve any objection to the Plan in conformity with the foregoing procedures may result in the objecting party not being heard at the hearing.
9. **Executory Contracts and Unexpired Leases.**
- (a) Pursuant to Section 11.1 of the Plan, on the Effective Date, all of the Debtors' executory contracts and unexpired leases will be deemed rejected as of the Effective Date in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except to the extent (a) the Debtors previously have assumed, assumed and assigned, or rejected such executory contract or unexpired lease, (b) prior to the Effective Date, the Debtors have filed a motion to assume, assume and assign, or reject an executory contract or unexpired lease on which the Bankruptcy Court has not ruled, (c) an executory contract and unexpired lease is identified in the Plan Supplement as an executory contract or unexpired lease to be assumed or assumed and assigned pursuant to the Plan, or (d) executory contracts and unexpired leases under which the counterparty has consented to the extension of the time by which the Debtors must assume or reject to a date beyond the Effective Date.
- (b) Claims on Account of the Rejection of Executory Contracts and Unexpired Leases. All proofs of Claims arising from the rejection of executory contracts or unexpired leases pursuant to the Plan must be filed with the Claims Agent and served upon the Debtors or the Reorganized Debtors, as applicable, and the Litigation Trustee no later than thirty (30) days after the later of (a) notice of entry of an order approving the rejection of such executory contract or unexpired lease and (b) notice of entry of the Confirmation Order. **Any Person that is required to file a proof of Claim arising from the rejection of an executory contract or an unexpired lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors or the Reorganized Debtors or the Estates and their respective properties or the Litigation Trustee, and the Debtors and the Reorganized Debtors and the Estates and their respective properties and the Litigation Trustee shall be forever discharged from any and all Liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to permanent injunction.**
- (c) Procedures for Counterparties to Executory Contracts and Unexpired Leases Assumed Pursuant to the Plan. Any monetary defaults under each executory contract and unexpired lease to be assumed pursuant to the Plan shall be satisfied by the Debtors or the Reorganized Debtors, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or as soon thereafter as is practicable. The Plan Supplement will identify any contracts or leases proposed to be assumed under the Plan, as well as the proposed Cure amounts to be paid to applicable counterparties in connection with such assumption. In the event that the Debtors do not propose a Cure amount to be paid to the applicable counterparty, the Cure amount for such party's executory contract or unexpired lease shall be deemed to be zero dollars (\$0.00). Any objection by a counterparty to an executory contract or unexpired lease to a proposed assumption or related Cure amount must be filed, served and actually received by the Debtors **4:00 p.m. (prevailing Eastern Time), on February 26, 2016**. **Any counterparty to a contract or lease that fails to object timely to the proposed assumption or Cure amount will be deemed to have assented to the assumption of its contract or leases on the terms proposed in the Plan and the Plan Supplement.**

10. Exculpation in Section 14.1 of the Plan.

None of the Released Parties or the Committee Exculpated Parties shall have or incur any liability for any claim, cause of action or other assertion of liability for any act taken or omitted to be taken in connection with, relating to or arising out of the Chapter 11 Cases, the formulation, dissemination, implementation, approval, confirmation, consummation or administration of the Plan, property to be distributed under the Plan or any other act or omission in connection with, relating to or arising out of the Chapter 11 Cases, the Plan, the Disclosure Statement or any contract, instrument, document or other agreement related thereto; provided, however, that the foregoing shall not release, impair, or otherwise affect (a) the liability of any Person resulting from any such act or omission to the extent such act or omission is determined by a Final Order to have constituted willful misconduct or gross negligence, or (b) the obligations of the Debtors and Reorganized Debtors under the Plan, the Exit Financing, and the Plan Documents; provided further, however, that the foregoing shall not be construed to prohibit (A) the Reorganized Debtors from prosecuting and collecting on any Retained Causes of Action or (b) the Litigation Trust from prosecuting or collecting on any Non-Released D&O Causes of Action. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, discharges and any other applicable law or rules protecting such persons from liability. For the avoidance of doubt, the exculpation of members of the Creditors' Committee pursuant to this Section 14.1 is limited to the exculpation of liability for any claim, cause of action or other assertion of liability arising out of the discharge of their duties as members of the Creditors' Committee, and all of the Debtors' rights and defenses against them in their individual capacity or any other capacity, including as counterparty to any prepetition transaction with the Debtors, are preserved.

11. Release in Section 14.2 of the Plan.

Effective as of the Confirmation Date, but subject to the occurrence of the Effective Date, and in consideration of the efforts expended and to be expended by the D&O Releasees in conjunction with the Debtors' operational and financial restructuring during the Chapter 11 Cases, the Debtors and the Reorganized Debtors automatically shall release and shall be deemed to release the D&O Releasees from any and all claims, obligations, rights, suits damages, causes of action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that the Debtors or their estates would have been legally entitled to assert in their own right or on behalf of the holder of any claim or interest or other person, based in whole or in part upon any actions, conduct or omissions occurring prior to the Effective Date and including any actions, conduct or omissions occurring in connection with the Chapter 11 Cases; provided, however, such releases shall not impair any Causes of Action against any Person that is not a D&O Releasee, including the Non-Released D&O Causes of Action.

Notwithstanding anything in the preceding paragraph to the contrary, the Debtors and the Reorganized Debtors do not waive, release or discharge the D&O Releasees from any claims, causes of action, and Liabilities to the extent they have been, are now, could have been, or could be asserted defensively or as a right of offset or recoupment against any Claims arising prior to the Petition Date held or asserted by the D&O Releasees; provided, however, that neither the Debtors nor the Reorganized Debtors will pursue affirmative recovery from any of the D&O Releasees in connection with such a defense, offset, or recoupment. For the avoidance of doubt, nothing in this Section should be construed as a waiver of any defenses that the Debtors or the Reorganized Debtors may have to the merits of any Claims that are not expressly Allowed under the Plan.

12. Release in Section 14.3 of the Plan.

Effective as of the Confirmation Date, but subject to the occurrence of the Effective Date, and in consideration of the efforts expended and to be expended and the services and obligations of the Plan Support Party Releasees and the DIP Facility Lender Releasees, each of the Debtor Releasees, the D&O Releasees, the Litigation Trust, the Litigation Trustee, and each holder of a Claim against any of the Debtors (other than the Debtor Releasees, the D&O Releasees, the Litigation Trust, and the Litigation Trustee) who either (a) is entitled to vote to accept or reject the Plan and does not opt out of the release under this Section 14.3 on a Ballot that is timely submitted in accordance with the Disclosure Statement Order, (b) is paid in full under the Plan, or (c) is deemed to have accepted the Plan, releases, waives, and discharges unconditionally and forever each of the Plan Support Party Releasees and the DIP Facility Lender Releasees from any and all claims, causes of action, and Liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence arising from, in connection with, or related to the Debtors, the Plan, or the Chapter 11 Cases arising on or before the Effective Date; provided, however, (i) the foregoing release shall not apply to obligations arising under the Plan or Exit Financing; and (ii) the foregoing release shall not be construed to prohibit a party in interest from seeking to enforce the terms of the Plan or Exit Financing; provided further, however, that the foregoing release shall not impair Claims or Causes of Action against any Person that is not a Plan Support Party Releasee or DIP Facility Lender Releasee.

Notwithstanding anything in the preceding paragraph to the contrary, the Debtor Releasees, the Litigation Trust, and the Litigation Trustee do not waive, release or discharge the Plan Support Party Releasees or the DIP Facility Lender Releasees from any claims, causes of action, and Liabilities to the extent they have been, are now, could have been, or could be asserted defensively or as a right of offset or recoupment against any Claims arising prior to the Petition Date, other than any GT Inc. Notes Claims, held or asserted by the Plan Support Party Releasees or the DIP Facility Lender Releasees; provided, however, that none of the Debtor Releasees, the Litigation Trust or the Litigation Trustee will pursue affirmative recovery from any of the Plan Support Party Releasees or the DIP Facility Lender Releasees in connection with such a defense, offset, or recoupment. For the avoidance of doubt, nothing in this Section should be construed as a waiver of any defenses that the Debtor Releasees, the Litigation Trust or the Litigation Trustee may have to the merits of any Claims that are not expressly Allowed under the Plan.

13. Release in Section 14.4 of the Plan.

Effective as of the Confirmation Date, but subject to the occurrence of the Effective Date, in exchange for the Distributions to be made under the Plan and in consideration of the efforts expended and to be expended and the services and obligations of the Debtor Releasees and the D&O Releasees, each of the Financing Support Parties, each of the Consenting Parties, and each holder of a Claim against any of the Debtors (other than the Financing Support Parties and the Consenting Parties) who either (a) is entitled to vote to accept or reject the Plan and does not opt out of the release under this Section 14.4 on a Ballot that is timely submitted in accordance with the Disclosure Statement Order, (b) is paid in full under the Plan, or (c) is deemed to have accepted the Plan, releases, waives, and unconditionally and forever discharges the Debtor Releasees and the D&O Releasees from any Claims, causes of action, and Liabilities whatsoever (including those arising under the Bankruptcy Code), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising in law, equity, or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence arising from, in connection with or related to the Debtors, the Plan, or the Chapter 11 Cases arising on or before the Effective Date; provided, however, (i) the foregoing release shall not apply to obligations arising under the Plan or the Exit Financing; (ii) the foregoing release shall not be construed to prohibit a party in interest from seeking to enforce the terms of the Plan or Exit Financing; and (iii) the foregoing release shall not be construed to prohibit (A) the Reorganized Debtors from prosecuting and collecting on any Retained Causes of Action or (B) the Litigation Trust from prosecuting or collecting on any Non-Released D&O Causes of Action; provided further, however, that the foregoing release, as it relates to the Financing Support Parties and the Consenting Parties, shall be effective only with respect to the Debtor Releasees and the D&O Releasees who provide reciprocal releases on comparable terms for the benefit of each of the Plan Support Party Releasees.

14. Injunction in Section 14.6 of the Plan.

Except as otherwise expressly provided in the Plan or Confirmation Order, from and after the Effective Date, all Persons who have held, hold, or may hold Claims against or Equity Interests in the Debtors are permanently enjoined from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action, cause of action, or other proceeding of any kind (including in any judicial, arbitration, administrative or other forum) against or affecting the Reorganized Debtors, the Estates, the Released Parties, the Litigation Trust, or the Committee Exculpated Parties on account of or respecting any claim, Equity Interest, obligation, debt, right, cause of action, remedy, or liability discharged, released, to be released, or that is subject to exculpation pursuant to this Plan; (ii) enforcing, levying, attaching (including any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order in respect of any claim against the Reorganized Debtors, the Estates, the Released Parties, the Litigation Trust, or the Committee Exculpated Parties on account of or respecting any claim, obligation, debt, right, cause of action, remedy or liability discharged, released, to be released, or that is subject to exculpation pursuant to this Plan; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind in respect of any claim against the Reorganized Debtors, the Estates, the Released Parties, the Litigation Trust, or the Committee Exculpated Parties on account of or respecting any claim, obligation, debt, right, cause of action, remedy, or liability discharged, released, to be released, or that is subject to exculpation pursuant to this Plan; (iv) asserting, directly or indirectly, any setoff, right of subrogation or recoupment right of any kind in respect of any claim against any debt, liability, or obligation due to the Reorganized Debtors, the Estates, the Released Parties, the Litigation Trust, or the Committee Exculpated Parties on account of or respecting any claim, obligation, debt, right, cause of action, remedy or liability discharged, released, to be released, or that is subject to exculpation pursuant to this Plan; or (v) commencing or continuing any action or proceeding in any manner or in any place whatsoever that does not conform to or comply with the provisions of this Plan.

The rights afforded in the Plan and the treatment of all Claims and Equity Interests therein shall be in exchange for and in complete satisfaction of all Claims and Equity Interests of any nature whatsoever, including any interest

accrued on Claims from and after the Petition Date, against the Debtors or any of their respective assets, properties or Estates. On the Effective Date, all such Claims against, and Equity Interests in, the Debtors shall be fully released and discharged.

Notwithstanding anything in the Plan (including any amendments) or the Confirmation Order, nothing in this Section 14.6 shall (a) preclude the plaintiffs in the Securities Litigation from conducting discovery of the Reorganized Debtors, including seeking production of documents from the Reorganized Debtors through a third-party subpoena with respect to any documents in the possession, custody, or control of the Reorganized Debtors or their agents or (b) preclude the lead plaintiff in the Securities Litigation from seeking recovery from an insurance company, solely to the extent of available insurance coverage and any proceeds thereof, on account of their Subordinated Securities Claims against the Debtors. For the avoidance of doubt, any recoveries on account of such Securities Litigation shall be limited to, and any payments or settlements shall only be provided by available insurance, if any, and no action shall be taken to collect any portion of any settlement, judgment, or other costs from the assets or the properties of the Debtors, the Debtors' Estates, or the Reorganized Debtors.

15. **Additional Information.** For more information about the solicitation procedures, or for copies of the Disclosure Statement or the Plan, parties should contact the Debtors' Voting Agent, Kurtzman Carson Consultants LLC at (888) 647-1732 (or outside of the U.S. at (310) 751-2622). The Disclosure Statement, Plan, and related documents may be examined free of charge at <https://www.kccllc.net/gtat>. The Disclosure Statement and Plan are also on file with the Court and may be viewed by accessing the Court's website at www.nhb.uscourts.gov. To access documents on the Court's website, you will need a PACER password and login, which can be obtained at www.pacer.psc.uscourts.gov.

Dated: February 8, 2016

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