

APPENDIX A TO THE NOTICE

PROPOSED PLAN OF ALLOCATION

1. If approved by the Court, the plan of allocation set forth below (the “Plan of Allocation”) will determine how the net proceeds of the Settlements will be distributed to members of the respective Settlement Classes who submit timely and valid Claims.¹

GENERAL PROVISIONS

2. At this time, it is not possible to make any determination as to how much a Settlement Class Member may receive from the Settlement(s) in which he, she or it is eligible.

3. If the Individual Defendant Settlement is approved by the Court and the Effective Date of the Individual Defendant Settlement occurs, the Net Settlement Fund for the Individual Defendant Settlement (the “Individual Defendant Net Settlement Fund”) will be distributed to Authorized Claimants who are members of the Individual Defendant Settlement Class. Similarly, if the Underwriter Defendant Settlement is approved by the Court and the Effective Date of the Underwriter Defendant Settlement occurs, the Net Settlement Fund for the Underwriter Defendant Settlement (the “Underwriter Defendant Net Settlement Fund”) will be distributed to Authorized Claimants who are members of the Underwriter Defendant Settlement Class. Please note, the same Proof of Claim and Release Form (“Claim Form”) will be used for purposes of calculating Claims for both Settlements. Thus, even if you are a member of both Settlement Classes, you should only submit one Claim Form.

4. The respective Net Settlement Funds will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

5. Neither the Settling Defendants nor any other person or entity that paid any portion of their respective Settlement Amounts on their behalf are entitled to get back any portion of their Settlement Fund once the Court’s Order approving their Settlement becomes Final. The Settling Defendants shall not have any liability, obligation, or responsibility for the administration of their respective Settlements or disbursement of the respective Net Settlement Funds or the Plan of Allocation or such other plan of allocation as may be approved by the Court.

6. Approval of the Settlements is independent from approval of a plan of allocation. Any determination as to a plan of allocation will not affect the Settlements, if approved.

7. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked no later than July 12, 2018 shall be forever barred from receiving payments pursuant to the Settlement(s) that apply to him, her or it but will in all other respects remain a member of the applicable Settlement Class(es) in which he, she, or it is a member and be subject to the provisions of the applicable Stipulations, including the terms of any Judgments entered and releases given.

8. The Court has reserved continuing jurisdiction to allow, disallow, or adjust the Claim of any Settlement Class Member on equitable grounds.

9. The Court has also reserved the right to modify the Plan of Allocation without further notice to Settlement Class Members. Any Orders regarding a modification of the Plan of Allocation will be posted on the settlement website, www.GTATSecuritiesLitigation.com.

10. Payment pursuant to the plan of allocation approved by the Court shall be conclusive against all Authorized Claimants. No person or entity shall have any claim against Plaintiffs, Plaintiffs’ Counsel, the Claims Administrator or other agent designated by Plaintiffs’ Counsel arising from distributions made substantially in accordance with the Stipulations, the plan of allocation that is approved by the Court, or further orders of the Court. Plaintiffs, the Settling Defendants, their respective counsel, and all other Individual Defendants’ Releasees and Underwriter Defendants’ Releasees shall have no responsibility or liability whatsoever for the investment or distribution of their respective Settlement Funds or Net Settlement Funds, the Plan of Allocation or such other plan of allocation as may be approved by the Court, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the respective Settlement Funds, or any losses incurred in connection therewith.

11. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim.

¹ Unless otherwise defined in this Plan of Allocation or the Notice, the capitalized terms herein shall have the same meanings as they have in the Individual Defendant Stipulation and the Underwriter Defendant Stipulation.

12. Each Claim **must** provide all of the information requested therein and provide sufficient supporting documentation as stated therein.

13. Participants in and beneficiaries of a plan covered by ERISA (“ERISA Plan”) should NOT include any information relating to their transactions in GTAT Securities held through an ERISA Plan in any Claim that they may submit in this Action. They should include ONLY those securities that they purchased, acquired, or sold outside of an ERISA Plan. Claims based on any ERISA Plan’s purchases, acquisitions, or sales of GTAT Securities during the Class Period may be made by the plan’s trustees. To the extent any of the Defendants or any of the other persons or entities excluded from one or both of the Settlement Classes are participants in an ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlements by an ERISA Plan.

14. The objective of the Plan of Allocation is to equitably distribute the respective Net Settlement Funds to those Settlement Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws. The Plan of Allocation generally measures the amount of loss that a Settlement Class Member can claim for purposes of making *pro rata* allocations of the cash in the respective Net Settlement Funds to Authorized Claimants who are members of the class for which the fund was created. The Plan of Allocation is not a formal damage analysis.

15. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlements. The computations under the Plan of Allocation are only a method to weigh the claims of Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Funds.

16. As discussed in the Notice above, claims were asserted in the Action against the Individual Defendants under both the Securities Act and the Exchange Act, while claims were asserted against the Underwriter Defendants under the Securities Act only. Accordingly, the Underwriter Defendant Net Settlement Fund will be allocated among eligible Underwriter Defendant Settlement Class Members based solely on the Securities Act Calculations set forth below, while the Individual Defendant Net Settlement Fund will be allocated among eligible Individual Defendant Settlement Class Members based on both the Exchange Act and Securities Act Calculations set forth below.

SECURITIES ACT CALCULATIONS

17. Securities Act claims were asserted with respect to (i) shares of GTAT Common Stock purchased or otherwise acquired during the Class Period pursuant or traceable to the Common Stock Secondary Offering; and (ii) GTAT Senior Notes purchased or otherwise acquired during the Class Period pursuant or traceable to the Senior Notes Offering. For shares of GTAT Common Stock to be traceable to the Common Stock Secondary Offering and potentially eligible for recovery under Section 11 of the Securities Act, the shares must have been purchased directly from an underwriter at the \$8.65 issue price as part of the Common Stock Secondary Offering, which occurred on or about December 5, 2013. Since the Senior Notes Offering was an initial offering of the security, all GTAT Senior Notes purchased from the initial offering date of the security through the end of the Class Period are traceable to the Senior Notes Offering and potentially eligible for recovery under Section 11 of the Securities Act.

18. The claims asserted in the Action under Section 11 of the Securities Act serve as the basis for the calculation of the Securities Act Recognized Loss Amounts under the Plan of Allocation. Section 11 of the Securities Act provides a statutory formula for the calculation of damages under that provision. The formulas stated below, which were developed by Lead Plaintiff’s damages expert, generally track the statutory formula.

GTAT Common Stock

19. Based on the formulas stated below, a “Securities Act Recognized Loss Amount” will be calculated for each purchase/aquisition of GTAT Common Stock during the Class Period pursuant or traceable to the Common Stock Secondary Offering. If a Securities Act Recognized Loss Amount calculates to a negative number or zero under the formula below, that number will be zero.

20. For GTAT Common Stock purchased or otherwise acquired during the Class Period (*i.e.*, from November 5, 2013 through and including 9:40 a.m. EST on October 6, 2014) pursuant or traceable to the Common Stock Secondary Offering (“GTAT Common Stock Offering Shares”),² and

² As noted in ¶ 17 above, for shares of GTAT Common Stock to be traceable to the Common Stock Secondary Offering, which occurred on or about December 5, 2013, the shares must have been purchased directly from an underwriter as part of the Common Stock Secondary Offering at the \$8.65 issue price.

(i) Sold before the close of trading on October 9, 2014,³ the Securities Act Recognized Loss Amount will be the purchase price (not to exceed \$8.65, the issue price of the Common Stock Secondary Offering) *minus* the sale price.

(ii) Held as of the close of trading on October 9, 2014, the Securities Act Recognized Loss Amount will be the purchase price (not to exceed \$8.65, the issue price of the Common Stock Secondary Offering) *minus* \$1.29, the closing price of GTAT Common Stock on October 9, 2014.

GTAT Senior Notes

21. Based on the formulas stated below, a “Securities Act Recognized Loss Amount” will be calculated for each purchase/acquisition of GTAT Senior Notes during the Class Period. If a Securities Act Recognized Loss Amount calculates to a negative number or zero under the formula below, that number will be zero.

22. For each GTAT Senior Note purchased or otherwise acquired during the Class Period (*i.e.*, from the initial offering date of the security through and including 9:40 a.m. EST on October 6, 2014),⁴ and

(i) Sold before the close of trading on October 9, 2014, the Securities Act Recognized Loss Amount will be the purchase/acquisition price (not to exceed \$1,000, the issue price of the Senior Notes Offering) *minus* the sale price.

(ii) Sold from October 10, 2014 through and including the close of trading on May 18, 2015,⁵ the Securities Act Recognized Loss Amount will be the purchase/acquisition price (not to exceed \$1,000, the issue price of the Senior Notes Offering) *minus* the sale price (not to be less than \$310, the closing price of GTAT Senior Notes on October 9, 2014).

(iii) Held as of the close of trading on May 18, 2015, the Securities Act Recognized Loss Amount will be the purchase/acquisition price (not to exceed \$1,000, the issue price of the Senior Notes Offering) *minus* \$310, the closing price of GTAT Senior Notes on October 9, 2014.

EXCHANGE ACT CALCULATIONS

23. Section 10(b) of the Exchange Act serves as the basis for the calculation of Exchange Act Recognized Loss Amounts under the Plan of Allocation. In developing the Plan of Allocation, Lead Plaintiff’s damages expert calculated the estimated amount of artificial inflation in the closing prices of GTAT Securities which allegedly was proximately caused by Defendants’ alleged false and misleading statements and material omissions. In calculating the estimated artificial inflation allegedly caused by Defendants’ alleged misrepresentations and omissions, Lead Plaintiff’s damages expert considered price changes in GTAT Securities in reaction to certain public announcements allegedly revealing the truth concerning Defendants’ alleged misrepresentations and material omissions, adjusting for price changes that were attributable to market or industry forces. The estimated artificial inflation in GTAT Common Stock and GTAT Senior Notes is stated in Table A below. The estimated artificial inflation in GTAT Call Options is stated in Table D, which is available at www.GTATSecuritiesLitigation.com, and the estimated artificial deflation in GTAT Put Options is stated in Table E, which is also available at www.GTATSecuritiesLitigation.com.

24. For losses to be compensable damages under Section 10(b) of the Exchange Act, the disclosure of the allegedly misrepresented information must be, among other things, the cause of the decline in the price or value of the security. In this case, Lead Plaintiff alleges that Defendants made false statements and omitted material facts during the period between November 5, 2013 and 9:40 a.m. EST on October 6, 2014, inclusive, which had the effect of artificially inflating the prices of GTAT Common Stock, GTAT Senior Notes, and GTAT Call Options, and artificially deflating the price of GTAT Put Options. Lead Plaintiff further alleges that corrective information was released to the market at 1:12 p.m. EST on September 9, 2014 and at 9:40 a.m. EST on October 6, 2014, which partially removed the artificial inflation from the price of GTAT Common Stock, GTAT Senior Notes, and GTAT Call Options, and partially removed artificial deflation from the price of GTAT Put Options, on September 9, 2014, September 10, 2014, and October 6, 2014.⁶

³ For purposes of the statutory calculations, October 9, 2014, the date of filing of the initial complaint in the Action, is the date of suit. For GTAT Common Stock Offering Shares, October 9, 2014 is also the proxy date for the date of judgment because after October 9, 2014 the price of GTAT Common Stock never traded above \$1.29, the closing price on that date.

⁴ As noted in ¶ 17 above, all GTAT Senior Notes purchased from the initial offering date of the security through the end of the Class Period are traceable to the Senior Notes Offering and potentially eligible for recovery under Section 11 of the Securities Act

⁵ For purposes of the statutory calculations, May 18, 2015 is the proxy date for the date of judgment because after May 18, 2015 the price of GTAT Senior Notes never traded above \$310, the closing price on October 9, 2014.

⁶ With respect to the alleged partial corrective disclosure that occurred on September 9, 2014, the alleged artificial inflation (deflation) was removed from the price of GTAT Securities over two days: September 9, 2014 and September 10, 2014.

25. Exchange Act Recognized Loss Amounts for transactions in GTAT Securities are calculated under the Plan of Allocation based primarily on the difference in the amount of alleged artificial inflation (or deflation in the case of put options) in the respective prices of the GTAT Securities at the time of purchase or acquisition and at the time of sale or the difference between the actual purchase/acquisition price and sale price. Accordingly, in order to have an Exchange Act Recognized Loss Amount under the Plan of Allocation, an Individual Defendant Settlement Class Member who or which purchased or otherwise acquired GTAT Common Stock, GTAT Senior Notes, or GTAT Call Options, or sold/wrote GTAT Put Options, prior to the first alleged corrective disclosure, which occurred at 1:12 p.m. EST on September 9, 2014, must have held the respective GTAT Security (or with respect to GTAT Call Options and GTAT Put Options (collectively, "GTAT Options"), not closed out his, her or its position in the security) through at least that time. A Settlement Class Member who or which purchased or otherwise acquired GTAT Common Stock, GTAT Senior Notes, or GTAT Call Options, or sold/wrote GTAT Put Options, at or after 1:12 p.m. EST on September 9, 2014, must have held the respective GTAT Security (or with respect to GTAT Options, not closed out his, her or its position in the security) through at least the second alleged corrective disclosure, which occurred at 9:40 a.m. EST on October 6, 2014.

GTAT Common Stock

26. Based on the formula stated below, an "Exchange Act Recognized Loss Amount" will be calculated for each purchase or acquisition of GTAT Common Stock that is listed on the Claim Form and for which adequate documentation is provided. If an Exchange Act Recognized Loss Amount calculates to a negative number or zero under the formula below, that number will be zero.

27. For each share of GTAT Common Stock purchased or otherwise acquired during the Class Period (*i.e.*, from November 5, 2013 through and including 9:40 a.m. EST on October 6, 2014), and:

(i) Sold before September 9, 2014 or on September 9, 2014 before 1:12 p.m. EST, the Exchange Act Recognized Loss Amount will be \$0.00.

(ii) Sold from September 9, 2014 at or after 1:12 p.m. EST through and including the close of trading on October 3, 2014 or on October 6, 2014 before or at 9:40 a.m. EST, the Exchange Act Recognized Loss Amount will be **the lesser of**: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A *minus* the amount of artificial inflation per share on the date of sale as stated in Table A; or (ii) the purchase/acquisition price *minus* the sale price.

(iii) Sold from October 6, 2014 after 9:40 a.m. EST through and including the close of trading on January 2, 2015, the Exchange Act Recognized Loss Amount will be **the least of**: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A; (ii) the purchase/acquisition price *minus* the average closing price between October 6, 2014 and the date of sale as stated in Table B below; or (iii) the purchase/acquisition price *minus* the sale price.

(iv) Held as of the close of trading on January 2, 2015, the Exchange Act Recognized Loss Amount will be **the lesser of**: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A; or (ii) the purchase/acquisition price *minus* \$0.51.⁷

28. For each share of GTAT Common Stock traceable to the Common Stock Secondary Offering that has both a Securities Act Recognized Loss Amount and an Exchange Act Recognized Loss Amount, the Exchange Act Recognized Loss Amount will be **the greater of**: (i) the product of the Exchange Act Recognized Loss Amount (as calculated pursuant to ¶ 27 above) multiplied by 0.93; or (ii) the product of the Securities Act Recognized Loss Amount (as calculated pursuant to ¶ 20 above) multiplied by 0.93.

GTAT Senior Notes

29. Based on the formula stated below, an "Exchange Act Recognized Loss Amount" will be calculated for each purchase or acquisition of GTAT Senior Notes that is listed on the Claim Form and for which adequate documentation is provided. If an Exchange Act Recognized Loss Amount calculates to a negative number or zero under the formula below, that number will be zero.

⁷ Pursuant to Section 21(D)(e)(1) of the Exchange Act, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day look-back period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Exchange Act Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of GTAT Common Stock during the 90-day look-back period, October 6, 2014 through and including January 2, 2015. The mean (average) closing price for GTAT Common Stock during this 90-day look-back period was \$0.51.

30. For each GTAT Senior Note purchased or otherwise acquired during the Class Period (*i.e.*, from the initial offering date of the security through and including 9:40 a.m. EST on October 6, 2014), and:

(i) Sold before September 9, 2014 or on September 9, 2014 before 1:12 p.m. EST, the Exchange Act Recognized Loss Amount will be \$0.00.

(ii) Sold from September 9, 2014 at or after 1:12 p.m. EST through and including the close of trading on October 3, 2014 or on October 6, 2014 before or at 9:40 a.m. EST, the Exchange Act Recognized Loss Amount will be **the lesser of**: (i) the amount of artificial inflation per note on the date of purchase/acquisition as stated in Table A *minus* the amount of artificial inflation per note on the date of sale as stated in Table A; or (ii) the purchase/acquisition price *minus* the sale price.

(iii) Sold from October 6, 2014 after 9:40 a.m. EST through and including the close of trading on January 2, 2015, the Exchange Act Recognized Loss Amount will be **the least of**: (i) the amount of artificial inflation per note on the date of purchase/acquisition as stated in Table A; (ii) the purchase/acquisition price *minus* the average closing price between October 6, 2014 and the date of sale as stated in Table C below; or (iii) the purchase/acquisition price *minus* the sale price.

(iv) Held as of the close of trading on January 2, 2015, the Exchange Act Recognized Loss Amount will be **the lesser of**: (i) the amount of artificial inflation per note on the date of purchase/acquisition as stated in Table A; or (ii) the purchase/acquisition price *minus* \$395.14.⁸

31. All GTAT Senior Notes purchased through the end of the Class Period are traceable to the Senior Notes Offering and may have both a Securities Act Recognized Loss Amount and an Exchange Act Recognized Loss Amount. For GTAT Senior Notes, the Exchange Act Recognized Loss Amount will be **the greater of**: (i) the product of the Exchange Act Recognized Loss Amount (as calculated pursuant to ¶ 30 above) multiplied by 0.93; or (ii) the product of the Securities Act Recognized Loss Amount (as calculated pursuant to ¶ 22 above) multiplied by 0.93.

GTAT Call and Put Options

32. Exchange-traded options are traded in units called “contracts” which entitle the holder to buy (in the case of a call option) or sell (in the case of a put option) 100 shares of the underlying security, which in this case is GTAT Common Stock. Throughout this Plan of Allocation, all price quotations are *per share of the underlying security* (*i.e.*, 1/100 of a contract).

33. Each option contract specifies a strike price and an expiration date. Contracts with the same strike price and expiration date are referred to as a “series” and each series represents a different security that trades in the market and has its own market price (and thus artificial inflation or deflation). Under the Plan of Allocation, the dollar artificial inflation per share (*i.e.*, 1/100 of a contract) for each series of GTAT Call Options and the dollar artificial deflation per share (*i.e.*, 1/100 of a contract) for each series of GTAT Put Options has been calculated by Lead Plaintiff’s damages expert. Table D, available at www.GTATSecuritiesLitigation.com, sets forth the dollar artificial inflation per share in GTAT Call Options during the Class Period. Table E, also available at www.GTATSecuritiesLitigation.com, sets forth the dollar artificial deflation per share in GTAT Put Options during the Class Period. Tables D and E list only series of exchange-traded GTAT Options that expired on or after September 9, 2014 – the date of the first alleged corrective disclosure. Transactions in GTAT Options that expired before September 9, 2014 have an Exchange Act Recognized Loss Amount of zero under the Plan of Allocation. Any GTAT Options traded during the Class Period that are not found on Tables D and E have an Exchange Act Recognized Loss Amount of zero under the Plan of Allocation.

34. For each GTAT Call Option purchased or otherwise acquired during the Class Period (*i.e.*, from November 5, 2013 through and including 9:40 a.m. EST on October 6, 2014), and:

(i) closed (through sale, exercise, or expiration) before September 9, 2014 or on September 9, 2014 before 1:12 p.m. EST, the Exchange Act Recognized Loss Amount will be \$0.00.

(ii) closed (through sale, exercise, or expiration) during the period from September 9, 2014 at or after 1:12 p.m. EST through and including the close of trading on October 3, 2014 or on October 6, 2014 before or at 9:40 a.m. EST, the Exchange Act Recognized Loss Amount will be **the lesser of**: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table D (available at www.GTATSecuritiesLitigation.com) *minus* the amount of artificial inflation per share on the date of close as stated in Table D; or (ii) if closed through sale, the purchase/acquisition price *minus* the sale price, or if closed

⁸ As explained in footnote 7 above, Exchange Act Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of GTAT Senior Notes during the 90-day look-back period, October 6, 2014 through and including January 2, 2015. The mean (average) closing price for GTAT Senior Notes during this 90-day look-back period was \$395.14.

through exercise or expiration, the purchase/acquisition price *minus* the value per option on the date of exercise or expiration.⁹

(iii) open after 9:40 a.m. EST on October 6, 2014, the Exchange Act Recognized Loss Amount will be **the lesser of**: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table D (available at www.GTATSecuritiesLitigation.com); or (ii) the purchase/acquisition price *minus* the closing price of that option on October 6, 2014 (*i.e.*, the “Holding Price”) as stated in Table D.

35. For each GTAT Put Option sold (written) during the Class Period (*i.e.*, from November 5, 2013 through and including 9:40 a.m. EST on October 6, 2014), and:

(i) closed (through purchase, exercise, or expiration) before September 9, 2014 or on September 9, 2014 before 1:12 p.m. EST, the Exchange Act Recognized Loss Amount will be \$0.00.

(ii) closed (through purchase, exercise, or expiration) during the period from September 9, 2014 at or after 1:12 p.m. EST through and including the close of trading on October 3, 2014 or on October 6, 2014 before or at 9:40 a.m. EST, the Exchange Act Recognized Loss Amount will be **the lesser of**: (i) the amount of artificial deflation per share on the date of sale (writing) as stated in Table E (available at www.GTATSecuritiesLitigation.com) *minus* the amount of artificial deflation per share on the date of close as stated in Table E; or (ii) if closed through purchase, the purchase price *minus* the sale price, or if closed through exercise or expiration, the value per option on the date of exercise or expiration¹⁰ *minus* the sale price.

(iii) open after 9:40 a.m. EST on October 6, 2014, the Exchange Act Recognized Loss Amount will be **the lesser of**: (i) the amount of artificial deflation per share on the date of sale (writing) as stated in Table E (available at www.GTATSecuritiesLitigation.com); or (ii) the closing price on October 6, 2014 (*i.e.*, the “Holding Price”) as stated in Table E *minus* the sale price.

36. Maximum Recovery for Options: The settlement proceeds available for GTAT Call Options purchased during the Class Period and GTAT Put Options sold (written) during the Class Period shall be limited to a total amount equal to 15% of the Individual Defendant Net Settlement Fund. Thus, if the cumulative Exchange Act Recognized Loss Amounts for GTAT Call Options and GTAT Put Options exceeds 15% of all Exchange Act Recognized Claims, then the Exchange Act Recognized Loss Amounts calculated for option transactions will be reduced proportionately until they collectively equal 15% of all Exchange Act Recognized Claims. In the unlikely event that the Individual Defendant Net Settlement Fund, allocated as such, is sufficient to pay 100% of the GTAT Common Stock and GTAT Senior Note-based claims, any excess amount will be used to pay the balance on the remaining option-based claims.

ADDITIONAL PROVISIONS

37. Calculation of Claimant’s “Exchange Act Recognized Claim”: A Claimant’s “Exchange Act Recognized Claim” will be the sum of his, her or its Exchange Act Recognized Loss Amounts as calculated above with respect to all GTAT Securities.

38. Calculation of Claimant’s “Securities Act Recognized Claim”: A Claimant’s “Securities Act Recognized Claim” will be the sum of his, her or its Securities Act Recognized Loss Amounts as calculated above with respect to all GTAT Common Stock Offering Shares and GTAT Senior Notes.

39. FIFO Matching: If a Settlement Class Member made more than one purchase/acquisition or sale of any GTAT Security during the Class Period, all purchases/acquisitions and sales of the like security will be matched on a First In, First Out (“FIFO”) basis. With respect to GTAT Common Stock, GTAT Senior Notes, and GTAT Call Options, sales will be matched first against any holdings at the beginning of the Class Period (as applicable), and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period. For GTAT Put Options, purchases will be matched first to close out positions open at the beginning of the Class Period, and then against GTAT Put Options sold (written) during the Class Period in chronological order.

40. “Purchase/Sale” Dates: Purchases or acquisitions and sales of GTAT Securities will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift,

⁹ The “value” of the call option on the date of exercise or expiration shall be the closing price of GTAT Common Stock on the date of exercise or expiration minus the strike price of the option. If this number is less than zero, the value of the call option is zero.

¹⁰ The “value” of the put option on the date of exercise or expiration shall be the strike price of the option minus the closing price of GTAT Common Stock on the date of exercise or expiration. If this number is less than zero, the value of the put option is zero.

inheritance, or operation of law of GTAT Securities during the Class Period shall not be deemed a purchase, acquisition or sale of these GTAT Securities for the calculation of a Claimant's Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition/sale of such GTAT Securities unless (i) the donor or decedent purchased or otherwise acquired or sold such GTAT Securities during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such GTAT Securities.

41. **Short Sales:** With respect to GTAT Common Stock, the date of covering a "short sale" is deemed to be the date of purchase or acquisition of the common stock. The date of a "short sale" is deemed to be the date of sale of the GTAT Common Stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "short sales" and the purchases covering "short sales" is zero.

42. In the event that a Claimant has an opening short position in GTAT Common Stock, the earliest purchases or acquisitions of GTAT Common Stock during the Class Period will be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

43. If a Settlement Class Member has "written" GTAT Call Options, thereby having a short position in the call options, the date of covering such a written position is deemed to be the date of purchase or acquisition of the call option. The date on which the call option was written is deemed to be the date of sale of the call option. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "written" GTAT Call Options is zero. In the event that a Claimant has an opening written position in GTAT Call Options, the earliest purchases or acquisitions of like call options during the Class Period will be matched against such opening written position, and not be entitled to a recovery, until that written position is fully covered.

44. If a Settlement Class Member has purchased or acquired GTAT Put Options, thereby having a long position in the put options, the date of purchase/acquisition is deemed to be the date of purchase/acquisition of the put option. The date on which the put option was sold, exercised, or expired is deemed to be the date of sale of the put option. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on purchased/acquired GTAT Put Options is zero. In the event that a Claimant has an opening long position in GTAT Put Options, the earliest sales or dispositions of like put options during the Class Period will be matched against such opening position, and not be entitled to a recovery, until that long position is fully covered.

45. **Common Stock Purchased/Sold Through the Exercise of Options:** With respect to GTAT Common Stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

46. **Exchange Act Market Gains and Losses:** With respect to all GTAT Common Stock shares, GTAT Senior Notes, and GTAT Call Options purchased or acquired, or GTAT Put Options sold, during the Class Period, the Claims Administrator will determine if the Claimant had an "Exchange Act Market Gain" or an "Exchange Act Market Loss" with respect to his, her, or its overall transactions during the Class Period in those shares, notes, and options. For purposes of making this calculation, with respect to GTAT Common Stock, GTAT Senior Notes, and GTAT Call Options, the Claims Administrator shall determine the difference between (i) the Claimant's Total Purchase Amount¹¹ and (ii) the sum of the Claimant's Total Sales Proceeds¹² and the Claimant's Holding Value.¹³ For GTAT Common Stock, GTAT Senior Notes, and GTAT Call Options, if the Claimant's Total Purchase Amount minus the sum of the Claimant's Total Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant's "Exchange Act Market Loss"; if the number is a negative number or zero, that number will be the Claimant's "Exchange Act Market Gain". With respect to GTAT Put Options, the Claims Administrator shall determine the difference between (i) the sum of the Claimant's Total Purchase Amount¹⁴ and the Claimant's Holding Value¹⁵ and (ii) the Claimant's Total Sales Proceeds.¹⁶ For GTAT Put Options, if the

¹¹ For GTAT Common Stock, GTAT Senior Notes, and GTAT Call Options, the "Total Purchase Amount" is the total amount the Claimant paid (excluding all fees, taxes and commissions) for all such GTAT securities purchased/acquired during the Class Period.

¹² For GTAT Common Stock and GTAT Call Options, the Claims Administrator shall match any sales of such GTAT securities during the Class Period first against the Claimant's opening position in the like GTAT securities (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding all fees, taxes and commissions) for sales of the remaining GTAT Common Stock and GTAT Call Options, and for sales of GTAT Senior Notes, sold during the Class Period is the "Total Sales Proceeds."

¹³ The Claims Administrator shall ascribe a "Holding Value" of \$0.80 to each share of GTAT Common Stock purchased/acquired during the Class Period that was still held as of 9:40 a.m. EST on October 6, 2014. For any GTAT Senior Note purchased/acquired during the Class Period that was still held as of 9:40 a.m. EST on October 6, 2014, the Claims Administrator shall ascribe a "Holding Value" of \$315.00. For each GTAT Call Option purchased/acquired during the Class Period that was still open as of 9:40 a.m. EST on October 6, 2014, the Claims Administrator shall ascribe a "Holding Value" for that option which shall be the Holding Price set forth on Table D.

¹⁴ For GTAT Put Options, the Claims Administrator shall match any purchases/acquisitions during the Class Period to close out positions in put options first against the Claimant's opening position in put options (the total amount paid with respect to those purchases/acquisitions will not be considered for purposes of calculating market gains or losses). The total amount paid (excluding all fees, taxes and commissions) for the remaining purchases/acquisitions during the Class Period to close out positions in put options is the "Total Purchase Amount."

sum of the Claimant's Total Purchase Amount and the Claimant's Holding Value *minus* the Claimant's Total Sales Proceeds is a positive number, that number will be the Claimant's "Exchange Act Market Loss"; if the number is a negative number or zero, that number will be the Claimant's "Exchange Act Market Gain".

47. If a Claimant had an Exchange Act Market Gain with respect to his, her, or its overall transactions in GTAT Securities during the Class Period, the value of the Claimant's Exchange Act Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlements. If a Claimant suffered an overall Exchange Act Market Loss with respect to his, her, or its overall transactions in GTAT Securities during the Class Period but that Exchange Act Market Loss was less than the Claimant's Exchange Act Recognized Claim, then the Claimant's Exchange Act Recognized Claim will be limited to the amount of the Exchange Act Market Loss.

48. **Securities Act Market Gains and Losses:** With respect to all GTAT Common Stock Offering Shares and all GTAT Senior Notes (together, the "GTAT Offering Securities") purchased or acquired during the Class Period, the Claims Administrator will determine if the Claimant had a "Securities Act Market Gain" or a "Securities Act Market Loss" with respect to his, her, or its overall transactions during the Class Period in those shares and notes. For purposes of making this calculation, with respect to GTAT Offering Securities, the Claims Administrator shall determine the difference between (i) the Claimant's Total Offering Purchase Amount¹⁷ and (ii) the sum of the Claimant's Total Offering Sales Proceeds¹⁸ and the Claimant's Offering Holding Value.¹⁹ For GTAT Offering Securities, if the Claimant's Total Offering Purchase Amount *minus* the sum of the Claimant's Total Offering Sales Proceeds and the Offering Holding Value is a positive number, that number will be the Claimant's "Securities Act Market Loss"; if the number is a negative number or zero, that number will be the Claimant's "Securities Act Market Gain".

49. If a Claimant had a Securities Act Market Gain with respect to his, her, or its overall transactions in GTAT Offering Securities during the Class Period, the value of the Claimant's Securities Act Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlements. If a Claimant suffered an overall Securities Act Market Loss with respect to his, her, or its overall transactions in GTAT Offering Securities during the Class Period but that Securities Act Market Loss was less than the Claimant's Securities Act Recognized Claim, then the Claimant's Securities Act Recognized Claim will be limited to the amount of the Securities Act Market Loss.

50. **Allocation of the Individual Defendant Net Settlement Fund:** Each Individual Defendant Settlement Class Member who submits a Claim that is approved by the Court for payment from the Individual Defendant Net Settlement Fund will be an "Individual Defendant Authorized Claimant". Each Individual Defendant Authorized Claimant will receive a *pro rata* share of the Individual Defendant Net Settlement Fund, which will be his, her or its Exchange Act Recognized Claim divided by the sum total of the Exchange Act Recognized Claims of all Individual Defendant Authorized Claimants, multiplied by the total amount in the Individual Defendant Net Settlement Fund.

51. **Allocation of the Underwriter Defendant Net Settlement Fund:** Each Underwriter Defendant Settlement Class Member who submits a Claim that is approved by the Court for payment from the Underwriter Defendant Net Settlement Fund will be an "Underwriter Defendant Authorized Claimant". Each Underwriter Defendant Authorized Claimant will receive a *pro rata* share of the Underwriter Defendant Net Settlement Fund, which will be his, her or its Securities Act Recognized Claim divided by the sum total of the Securities Act Recognized Claims of all Underwriter Defendant Authorized Claimants, multiplied by the total amount in the Underwriter Defendant Net Settlement Fund.

52. **Distribution Amount:** The Distribution Amount paid to an Authorized Claimant will be the sum of (i) his, her or its *pro rata* share, if any, of the Individual Defendant Net Settlement Fund; and (ii) his, her or its *pro rata* share, if any, of the Underwriter Defendant Net Settlement Fund. If an Authorized Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

53. After the initial distribution of the Net Settlement Funds, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Funds nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the

¹⁵ For each GTAT Put Option sold (written) during the Class Period that was still open as of 9:40 a.m. EST on October 6, 2014, the Claims Administrator shall ascribe a "Holding Value" for that option which shall be the Holding Price set forth on Table E.

¹⁶ For GTAT Put Options, the total amount received (excluding all fees, taxes and commissions) for put options sold (written) during the Class Period is the "Total Sales Proceeds."

¹⁷ For GTAT Offering Securities, the "Total Offering Purchase Amount" is the total amount the Claimant paid (excluding all fees, taxes and commissions) for all such Offering Securities purchased/acquired during the Class Period.

¹⁸ The total amount received (excluding all fees, taxes and commissions) for sales of GTAT Offering Securities sold during the Class Period is the "Total Offering Sales Proceeds."

¹⁹ The Claims Administrator shall ascribe an "Offering Holding Value" of \$0.80 to each GTAT Common Stock Offering Share purchased/acquired during the Class Period that was still held as of 9:40 a.m. EST on October 6, 2014. For each GTAT Senior Note purchased/acquired during the Class Period that was still held as of 9:40 a.m. EST on October 6, 2014, the Claims Administrator shall ascribe an "Offering Holding Value" of \$315.00.

funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlements, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlements, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Funds is not cost-effective, the remaining balance will be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

54. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Lead Plaintiff's damages expert, the Individual Defendants (or their counsel), the Underwriter Defendants (or their counsel), or any of the other Plaintiffs' Releasees or Settling Defendants' Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulations, the plan of allocation approved by the Court, or further Orders of the Court. Plaintiffs, the Individual Defendants, and the Underwriter Defendants, and their respective counsel, and all other Settling Defendants' Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of their respective Settlement Funds or Net Settlement Funds; the plan of allocation; the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

55. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Lead Plaintiff after consultation with its damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Classes. Any Orders regarding any modification of the Plan of Allocation will be posted on the settlement website, www.GTATSecuritiesLitigation.com.

TABLE A

**Estimated Artificial Inflation in GTAT Common Stock and GTAT Senior Notes
From November 5, 2013 Through and Including 9:40 A.M. EST on October 6, 2014**

	STOCK	NOTES		STOCK	NOTES		STOCK	NOTES
Date	Artificial Inflation Per Share	Artificial Inflation Per Note	Date	Artificial Inflation Per Share	Artificial Inflation Per Note	Date	Artificial Inflation Per Share	Artificial Inflation Per Note
11/5/2013	\$9.59	N/A	1/14/2014	\$8.63	\$652.36	3/24/2014	\$13.89	\$1,102.03
11/6/2013	\$9.34	N/A	1/15/2014	\$8.65	\$677.36	3/25/2014	\$13.89	\$1,102.03
11/7/2013	\$8.80	N/A	1/16/2014	\$8.71	\$679.86	3/26/2014	\$13.89	\$1,102.03
11/8/2013	\$8.96	N/A	1/17/2014	\$8.55	\$647.13	3/27/2014	\$13.89	\$1,102.03
11/11/2013	\$9.73	N/A	1/21/2014	\$8.77	\$646.11	3/28/2014	\$13.89	\$1,102.03
11/12/2013	\$9.46	N/A	1/22/2014	\$8.71	\$669.86	3/31/2014	\$13.89	\$1,102.03
11/13/2013	\$9.89	N/A	1/23/2014	\$8.50	\$674.86	4/1/2014	\$13.89	\$1,102.03
11/14/2013	\$9.79	N/A	1/24/2014	\$8.58	\$650.84	4/2/2014	\$13.89	\$1,102.03
11/15/2013	\$9.68	N/A	1/27/2014	\$9.16	\$684.06	4/3/2014	\$13.89	\$1,102.03
11/18/2013	\$9.42	N/A	1/28/2014	\$9.31	\$695.40	4/4/2014	\$13.89	\$1,102.03
11/19/2013	\$9.05	N/A	1/29/2014	\$9.12	\$722.36	4/7/2014	\$13.89	\$1,102.03
11/20/2013	\$8.93	N/A	1/30/2014	\$9.57	\$709.86	4/8/2014	\$13.89	\$1,102.03
11/21/2013	\$9.41	N/A	1/31/2014	\$9.76	\$728.61	4/9/2014	\$13.89	\$1,102.03
11/22/2013	\$9.31	N/A	2/3/2014	\$9.26	\$698.65	4/10/2014	\$13.89	\$1,102.03
11/25/2013	\$9.35	N/A	2/4/2014	\$9.06	\$689.86	4/11/2014	\$13.89	\$1,102.03
11/26/2013	\$9.49	N/A	2/5/2014	\$8.67	\$689.86	4/14/2014	\$13.89	\$1,102.03
11/27/2013	\$9.31	N/A	2/6/2014	\$8.94	\$684.86	4/15/2014	\$13.89	\$1,075.86
11/29/2013	\$9.30	N/A	2/7/2014	\$10.23	\$763.86	4/16/2014	\$13.89	\$1,102.03
12/2/2013	\$9.43	N/A	2/10/2014	\$11.23	\$834.86	4/17/2014	\$13.89	\$1,102.03
12/3/2013	\$8.77	N/A	2/11/2014	\$10.37	\$783.30	4/21/2014	\$13.89	\$1,102.03
12/4/2013	\$8.41	N/A	2/12/2014	\$10.67	\$808.06	4/22/2014	\$13.89	\$1,102.03
12/5/2013	\$8.38	\$635.36	2/13/2014	\$11.20	\$807.36	4/23/2014	\$13.89	\$1,102.03
12/6/2013	\$8.16	\$612.52	2/14/2014	\$11.16	\$824.86	4/24/2014	\$13.89	\$1,102.03
12/9/2013	\$7.86	\$616.26	2/18/2014	\$12.13	\$896.11	4/25/2014	\$13.89	\$1,102.03
12/10/2013	\$8.04	\$612.36	2/19/2014	\$11.72	\$887.78	4/28/2014	\$13.89	\$1,102.03
12/11/2013	\$7.71	\$612.36	2/20/2014	\$11.99	\$881.11	4/29/2014	\$13.89	\$1,102.03
12/12/2013	\$7.54	\$619.86	2/21/2014	\$11.60	\$877.94	4/30/2014	\$13.89	\$1,102.03
12/13/2013	\$7.51	\$577.36	2/24/2014	\$13.63	\$1,011.66	5/1/2014	\$13.89	\$1,102.03
12/16/2013	\$7.88	\$604.86	2/25/2014	\$13.35	\$1,001.86	5/2/2014	\$13.89	\$1,102.03
12/17/2013	\$7.99	\$606.61	2/26/2014	\$13.89	\$1,038.77	5/5/2014	\$13.89	\$1,102.03
12/18/2013	\$7.98	\$593.70	2/27/2014	\$13.89	\$1,029.86	5/6/2014	\$13.89	\$1,102.03
12/19/2013	\$8.03	\$593.70	2/28/2014	\$13.82	\$1,024.44	5/7/2014	\$13.89	\$1,102.03
12/20/2013	\$7.86	\$592.99	3/3/2014	\$13.89	\$1,069.84	5/8/2014	\$13.77	\$1,028.71
12/23/2013	\$8.06	\$606.11	3/4/2014	\$13.89	\$1,102.03	5/9/2014	\$12.70	\$974.06
12/24/2013	\$8.10	\$604.86	3/5/2014	\$13.89	\$1,102.03	5/12/2014	\$12.90	\$990.39
12/26/2013	\$7.96	\$604.86	3/6/2014	\$13.89	\$1,102.03	5/13/2014	\$13.77	\$990.39
12/27/2013	\$8.06	\$628.36	3/7/2014	\$13.89	\$1,102.03	5/14/2014	\$13.37	\$1,036.34
12/30/2013	\$8.29	\$614.86	3/10/2014	\$13.89	\$1,102.03	5/15/2014	\$13.18	\$1,036.34
12/31/2013	\$8.21	\$619.86	3/11/2014	\$13.89	\$1,102.03	5/16/2014	\$13.38	\$1,001.11
1/2/2014	\$8.61	\$637.64	3/12/2014	\$13.89	\$1,102.03	5/19/2014	\$13.68	\$1,001.11
1/3/2014	\$8.81	\$648.66	3/13/2014	\$13.89	\$1,102.03	5/20/2014	\$13.51	\$1,034.02
1/6/2014	\$8.52	\$676.11	3/14/2014	\$13.89	\$1,102.03	5/21/2014	\$13.89	\$1,045.24
1/7/2014	\$8.80	\$664.86	3/17/2014	\$13.89	\$1,102.03	5/22/2014	\$13.89	\$1,087.72
1/8/2014	\$8.96	\$668.73	3/18/2014	\$13.89	\$1,102.03	5/23/2014	\$13.89	\$1,102.03
1/9/2014	\$8.79	\$670.49	3/19/2014	\$13.89	\$1,102.03	5/27/2014	\$13.89	\$1,102.03
1/10/2014	\$8.81	\$661.11	3/20/2014	\$13.89	\$1,102.03	5/28/2014	\$13.89	\$1,102.03
1/13/2014	\$8.23	\$623.98	3/21/2014	\$13.89	\$1,102.03	5/29/2014	\$13.89	\$1,102.03

TABLE A (continued)

Date	Artificial Inflation Per Share	Artificial Inflation Per Note	Date	Artificial Inflation Per Share	Artificial Inflation Per Note
5/30/2014	\$13.89	\$1,102.03	8/7/2014	\$13.89	\$1,096.78
6/2/2014	\$13.89	\$1,102.03	8/8/2014	\$13.89	\$1,096.78
6/3/2014	\$13.89	\$1,102.03	8/11/2014	\$13.89	\$1,102.03
6/4/2014	\$13.89	\$1,102.03	8/12/2014	\$13.89	\$1,102.03
6/5/2014	\$13.89	\$1,102.03	8/13/2014	\$13.89	\$1,102.03
6/6/2014	\$13.89	\$1,102.03	8/14/2014	\$13.89	\$1,102.03
6/9/2014	\$13.89	\$1,102.03	8/15/2014	\$13.89	\$1,102.03
6/10/2014	\$13.89	\$1,102.03	8/18/2014	\$13.89	\$1,102.03
6/11/2014	\$13.89	\$1,102.03	8/19/2014	\$13.89	\$1,102.03
6/12/2014	\$13.89	\$1,102.03	8/20/2014	\$13.89	\$1,102.03
6/13/2014	\$13.89	\$1,102.03	8/21/2014	\$13.89	\$1,102.03
6/16/2014	\$13.89	\$1,102.03	8/22/2014	\$13.89	\$1,102.03
6/17/2014	\$13.89	\$1,102.03	8/25/2014	\$13.89	\$1,102.03
6/18/2014	\$13.89	\$1,102.03	8/26/2014	\$13.89	\$1,102.03
6/19/2014	\$13.89	\$1,102.03	8/27/2014	\$13.89	\$1,102.03
6/20/2014	\$13.89	\$1,102.03	8/28/2014	\$13.89	\$1,102.03
6/23/2014	\$13.89	\$1,102.03	8/29/2014	\$13.89	\$1,102.03
6/24/2014	\$13.89	\$1,102.03	9/2/2014	\$13.89	\$1,102.03
6/25/2014	\$13.89	\$1,102.03	9/3/2014	\$13.89	\$1,102.03
6/26/2014	\$13.89	\$1,102.03	9/4/2014	\$13.89	\$1,102.03
6/27/2014	\$13.89	\$1,102.03	9/5/2014	\$13.89	\$1,102.03
6/30/2014	\$13.89	\$1,102.03	9/8/2014	\$13.89	\$1,102.03
7/1/2014	\$13.89	\$1,102.03	9/9/2014: purchased/acquired/sold before 1:12 p.m. EST	\$13.89	\$1,102.03
7/2/2014	\$13.89	\$1,102.03	9/9/2014: sold at or after 1:12 p.m. EST	\$12.15	\$931.98
7/3/2014	\$13.89	\$1,102.03	9/9/2014: purchased/acquired at or after 1:12 p.m. EST	\$9.68	\$767.54
7/7/2014	\$13.89	\$1,102.03	9/10/2014	\$9.68	\$767.54
7/8/2014	\$13.89	\$1,102.03	9/11/2014	\$9.68	\$767.54
7/9/2014	\$13.89	\$1,102.03	9/12/2014	\$9.68	\$767.54
7/10/2014	\$13.89	\$1,102.03	9/15/2014	\$9.68	\$767.54
7/11/2014	\$13.89	\$1,102.03	9/16/2014	\$9.68	\$767.54
7/14/2014	\$13.89	\$1,102.03	9/17/2014	\$9.68	\$767.54
7/15/2014	\$13.89	\$1,102.03	9/18/2014	\$9.68	\$767.54
7/16/2014	\$13.89	\$1,075.30	9/19/2014	\$9.68	\$767.54
7/17/2014	\$13.79	\$1,086.09	9/22/2014	\$9.68	\$767.54
7/18/2014	\$13.89	\$1,064.86	9/23/2014	\$9.68	\$767.54
7/21/2014	\$13.89	\$1,057.48	9/24/2014	\$9.68	\$767.54
7/22/2014	\$13.89	\$1,057.48	9/25/2014	\$9.68	\$767.54
7/23/2014	\$13.89	\$1,057.48	9/26/2014	\$9.68	\$767.54
7/24/2014	\$13.89	\$1,057.48	9/29/2014	\$9.68	\$767.54
7/25/2014	\$13.89	\$1,057.48	9/30/2014	\$9.68	\$767.54
7/28/2014	\$13.72	\$1,057.48	10/1/2014	\$9.68	\$767.54
7/29/2014	\$13.23	\$994.81	10/2/2014	\$9.68	\$767.54
7/30/2014	\$13.89	\$1,042.59	10/3/2014	\$9.68	\$767.54
7/31/2014	\$13.33	\$1,012.47	10/6/2014: purchased/acquired/sold before or at 9:40 a.m. EST	\$9.68	\$767.54
8/1/2014	\$13.44	\$998.85	10/6/2014: purchased/acquired/sold after 9:40 a.m. EST	\$0.00	\$0.00
8/4/2014	\$13.62	\$994.66			
8/5/2014	\$13.89	\$1,070.71			
8/6/2014	\$13.89	\$1,085.88			

TABLE B

90-Day Lookback Table for GTAT Common Stock
 (GTAT Common Stock Average Closing Price
 October 6, 2014 – January 2, 2015)

Date	Average Closing Price of GTAT Common Stock Between October 6, 2014 and Date Shown	Date	Average Closing Price of GTAT Common Stock Between October 6, 2014 and Date Shown
10/6/2014	\$0.80	11/18/2014	\$0.60
10/7/2014	\$1.01	11/19/2014	\$0.60
10/8/2014	\$1.04	11/20/2014	\$0.60
10/9/2014	\$1.10	11/21/2014	\$0.59
10/10/2014	\$1.04	11/24/2014	\$0.59
10/13/2014	\$0.93	11/25/2014	\$0.59
10/14/2014	\$0.86	11/26/2014	\$0.58
10/15/2014	\$0.81	11/28/2014	\$0.58
10/16/2014	\$0.76	12/1/2014	\$0.57
10/17/2014	\$0.72	12/2/2014	\$0.57
10/20/2014	\$0.69	12/3/2014	\$0.57
10/21/2014	\$0.68	12/4/2014	\$0.56
10/22/2014	\$0.67	12/5/2014	\$0.56
10/23/2014	\$0.68	12/8/2014	\$0.55
10/24/2014	\$0.69	12/9/2014	\$0.55
10/27/2014	\$0.70	12/10/2014	\$0.54
10/28/2014	\$0.70	12/11/2014	\$0.54
10/29/2014	\$0.69	12/12/2014	\$0.53
10/30/2014	\$0.67	12/15/2014	\$0.53
10/31/2014	\$0.67	12/16/2014	\$0.53
11/3/2014	\$0.67	12/17/2014	\$0.53
11/4/2014	\$0.66	12/18/2014	\$0.53
11/5/2014	\$0.66	12/19/2014	\$0.52
11/6/2014	\$0.65	12/22/2014	\$0.52
11/7/2014	\$0.65	12/23/2014	\$0.52
11/10/2014	\$0.64	12/24/2014	\$0.52
11/11/2014	\$0.63	12/26/2014	\$0.52
11/12/2014	\$0.62	12/29/2014	\$0.51
11/13/2014	\$0.62	12/30/2014	\$0.51
11/14/2014	\$0.61	12/31/2014	\$0.51
11/17/2014	\$0.61	1/2/2015	\$0.51

TABLE C

90-Day Lookback Table for GTAT Senior Notes
 (GTAT Senior Notes Average Closing Price
 October 6, 2014 – January 2, 2015)

Date	Average Closing Price of GTAT Senior Notes Between October 6, 2014 and Date Shown	Date	Average Closing Price of GTAT Senior Notes Between October 6, 2014 and Date Shown
10/6/2014	\$315.00	11/18/2014	\$350.73
10/7/2014	\$348.75	11/19/2014	\$353.19
10/8/2014	\$349.17	11/20/2014	\$353.19
10/9/2014	\$339.38	11/21/2014	\$353.19
10/10/2014	\$320.01	11/24/2014	\$355.55
10/13/2014	\$320.01	11/25/2014	\$357.54
10/14/2014	\$296.67	11/26/2014	\$357.54
10/15/2014	\$281.50	11/28/2014	\$357.54
10/16/2014	\$281.50	12/1/2014	\$359.36
10/17/2014	\$272.57	12/2/2014	\$362.78
10/20/2014	\$265.56	12/3/2014	\$365.37
10/21/2014	\$274.50	12/4/2014	\$367.95
10/22/2014	\$288.75	12/5/2014	\$367.95
10/23/2014	\$303.02	12/8/2014	\$370.97
10/24/2014	\$316.73	12/9/2014	\$372.92
10/27/2014	\$316.73	12/10/2014	\$375.24
10/28/2014	\$326.40	12/11/2014	\$377.33
10/29/2014	\$334.64	12/12/2014	\$377.33
10/30/2014	\$334.64	12/15/2014	\$381.02
10/31/2014	\$338.72	12/16/2014	\$384.02
11/3/2014	\$338.72	12/17/2014	\$386.84
11/4/2014	\$340.56	12/18/2014	\$386.84
11/5/2014	\$345.53	12/19/2014	\$386.84
11/6/2014	\$348.14	12/22/2014	\$386.84
11/7/2014	\$350.73	12/23/2014	\$386.84
11/10/2014	\$350.73	12/24/2014	\$390.00
11/11/2014	\$350.73	12/26/2014	\$390.00
11/12/2014	\$350.73	12/29/2014	\$390.00
11/13/2014	\$350.73	12/30/2014	\$390.00
11/14/2014	\$350.73	12/31/2014	\$392.36
11/17/2014	\$350.73	1/2/2015	\$395.14