

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

ADAM S. LEVY on behalf of himself and all others similarly situated,

Plaintiff,

v.

THOMAS GUTIERREZ, RICHARD J. GAYNOR, RAJA BAL, J. MICHAL CONAWAY, KATHLEEN A. COTE, ERNEST L. GODSHALK, MATTHEW E. MASSENGILL, MARY PETROVICH, ROBERT E. SWITZ, NOEL G. WATSON, THOMAS WROE, JR., MORGAN STANLEY & CO. LLC, GOLDMAN, SACHS & CO., CANACCORD GENUITY INC., AND APPLE, INC.,

Defendants.

No. 1:14-cv-00443-JL

ECF CASE

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND CERTIFICATION OF SETTLEMENT CLASSES;
(II) PROPOSED SETTLEMENTS WITH INDIVIDUAL DEFENDANTS AND UNDERWRITER DEFENDANTS;
(III) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT
OF LITIGATION EXPENSES; AND (IV) SETTLEMENT FAIRNESS HEARING**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION AND CERTIFICATION OF SETTLEMENT CLASSES: Please be advised that your rights may be affected by the above-captioned securities class action (the "Action") pending in the United States District Court for the District of New Hampshire (the "Court"), if, during the period from November 5, 2013 through 9:40 a.m. Eastern Standard Time on October 6, 2014, inclusive (the "Class Period"), you purchased or otherwise acquired publicly traded GT Advanced Technologies Inc. ("GTAT") common stock ("GTAT Common Stock") and/or publicly traded GTAT 3.00% Convertible Senior Notes Due 2020 ("GTAT Senior Notes"), purchased or otherwise acquired publicly traded call options on GTAT common stock ("GTAT Call Options"), and/or sold (wrote) publicly traded put options on GTAT common stock ("GTAT Put Options," and together with GTAT Common Stock, GTAT Senior Notes, and GTAT Call Options, "GTAT Securities").¹ The full definitions of the Settlement Classes certified by the Court are set forth in ¶ 25 below.

NOTICE OF SETTLEMENTS: Please also be advised that the Court-appointed Lead Plaintiff Douglas Kurz ("Lead Plaintiff") and additional named plaintiffs Strategic Master Fund (Cayman) Limited ("Strategic Master Fund") and Highmark Limited, in respect of its Segregated Account Highmark Fixed Income 2 ("Highmark Limited") (Highmark Limited and Strategic Master Fund together are the "Securities Act Plaintiffs," and together with Lead Plaintiff, the "Plaintiffs"), on behalf of themselves and the Individual Defendant Settlement Class (as defined in ¶ 25 below), have reached a proposed settlement of the Action with the Individual Defendants² for \$27,000,000 in cash (the "Individual Defendant Settlement") to settle claims brought under both the Securities Act (as defined in ¶ 14 below) and the Exchange Act (as defined in ¶ 14 below) relating to GTAT's secondary public offering of common stock and initial public offering of GTAT Senior Notes in December 2013 (respectively, "Common Stock Secondary Offering" and "Senior Notes Offering") and to the trading of GTAT Common Stock and GTAT Senior Notes during the Class Period. Plaintiffs, on behalf of themselves and the

¹ Any capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement with Individual Defendants dated January 26, 2018 (the "Individual Defendant Stipulation") and the Stipulation and Agreement of Settlement With Settling Underwriter Defendants dated August 18, 2017, together with the Supplement thereto dated January 26, 2018 (the "Underwriter Defendant Stipulation"), which are available at www.GTATSecuritiesLitigation.com. The Individual Defendant Stipulation and the Underwriter Defendant Stipulation are collectively referred to as the "Stipulations".

² The "Individual Defendants" consist of defendants Thomas Gutierrez, Richard Gaynor, Kanwardev Raja Singh Bal, Hoil Kim, and Daniel W. Squiller (collectively, the "Officer Defendants") and defendants J. Michal Conaway, Kathleen A. Cote, Ernest L. Godshalk, Matthew E. Massengill, Mary Petrovich, Robert E. Switz, Noel G. Watson, and Thomas Wroe, Jr. (collectively, the "Director Defendants").

Underwriter Defendant Settlement Class (as defined in ¶ 25 below), have also reached a proposed settlement of the Action with the Underwriter Defendants³ for \$9,700,000 in cash (the “Underwriter Defendant Settlement” and, together with the Individual Defendant Settlement, the “Settlements”) to settle claims brought under the Securities Act only that relate solely to the Common Stock Secondary Offering and the Senior Notes Offering. The Individual Defendant Settlement, if approved, will resolve all claims in the Action as against the Individual Defendants, and the Underwriter Defendant Settlement, if approved, will resolve all claims in the Action as against the Underwriter Defendants. The proposed Settlements will be considered independently by the Court and will only resolve claims against the defendants covered by the respective Settlements. The proposed Settlements do not settle any of the claims asserted against the remaining defendant in the Action, Apple, Inc. (“Apple” or the “Non-Settling Defendant”),⁴ which Lead Plaintiff continues to prosecute.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the proposed Settlements. If you are a member of the Individual Defendant Settlement Class and/or the Underwriter Defendant Settlement Class,⁵ your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Individual Defendant and/or Underwriter Defendant Settlements, or your eligibility to participate in these proposed Settlements, please DO NOT contact the Court, GTAT, Defendants, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 56 below).

1. **Description of the Action and the Settlement Classes:** This Notice relates to proposed Settlements in a pending securities class action brought by investors alleging that Defendants violated the federal securities laws by, among other things, making false and misleading statements regarding GTAT or were statutorily liable for false and misleading statements in GTAT’s offering materials for GTAT’s Senior Notes Offering and Common Stock Secondary Offering. A more detailed description of the Action and the claims asserted against the Individual Defendants and the Underwriter Defendants (and against the remaining Defendant in the Action, Apple), is set forth in ¶¶ 11-24 below. The Individual Defendant Settlement, if approved by the Court, will settle the claims of the Individual Defendant Settlement Class, as defined in ¶ 25 below, as against Individual Defendants only. The Underwriter Defendant Settlement, if approved by the Court, will settle the claims of the Underwriter Defendant Settlement Class, as defined in ¶ 25 below, as against the Underwriter Defendants only.

2. **Statement of the Settlement Classes’ Recoveries:** Subject to Court approval, Plaintiffs on behalf of themselves and the other members of the respective relevant Settlement Classes, have agreed to settle with the Individual Defendants in exchange for a payment of \$27,000,000 in cash (the “Individual Defendant Settlement Amount”) and to settle with the Underwriter Defendants in exchange for a payment of \$9,700,000 in cash (the “Underwriter Defendant Settlement Amount”), such amounts to be deposited into separate escrow accounts for the benefit of the Individual Defendant Settlement Class and the Underwriter Defendant Settlement Class, respectively. The respective Net Settlement Funds (*i.e.*, the respective Settlement Amounts plus any and all interest earned thereon (the “Settlement Funds”) less (i) any Taxes, (ii) any Notice and Administration Costs, (iii) any Litigation Expenses awarded by the Court, and (iv) any attorneys’ fees awarded by the Court) will be distributed in accordance with the plan of allocation that is approved by the Court. Lead Plaintiff’s proposed plan of allocation for the distribution of the net settlement proceeds (the “Plan of Allocation”) is attached at the end of this Notice as Appendix A.

3. **Estimate of Average Amount of Recovery Per Share, Note, or Option:** Lead Plaintiff’s damages expert estimates that the conduct at issue in the Action affected approximately 153,104,782 shares of GTAT Common Stock, approximately 219,474 GTAT Senior Notes, and approximately 101,793,200 GTAT Call Options purchased, and approximately 81,674,600 GTAT Put Options sold (written), during the Class Period.⁶ Assuming both Settlements are approved, if all eligible Settlement Class Members elect to participate in the Settlements, the estimated average recovery from the Settlements (before the deduction of the amounts set forth in ¶ 2 above) would be: (i) approximately \$0.14 per affected share of GTAT Common Stock; (ii) approximately \$53.18 per affected GTAT Senior Note; (iii) approximately \$0.01 per affected GTAT Call Option; and (iv) approximately \$0.04 per affected GTAT Put Option.⁷ Settlement Class

³ The “Underwriter Defendants” consist of defendants Morgan Stanley & Co. LLC, Goldman, Sachs & Co. LLC (f/k/a Goldman, Sachs & Co.), and Canaccord Genuity Inc.

⁴ The Individual Defendants, Underwriter Defendants, and Apple are collectively referred to as “Defendants”. The Individual Defendants and Underwriter Defendants are collectively referred to as “Settling Defendants”.

⁵ Members of the Individual Defendant Settlement Class are referred to as “Individual Defendant Settlement Class Members” and members of the Underwriter Defendant Settlement Class are referred to as “Underwriter Defendant Settlement Class Members”. Individual Defendant Settlement Class Members and Underwriter Defendant Settlement Class Members shall be collectively referred to as “Settlement Class Members”.

⁶ All options-related amounts in this paragraph are per share of the underlying security (*i.e.*, 1/100 of a contract).

⁷ Assuming all eligible Individual Defendant Settlement Class Members elect to participate in the Individual Defendant Settlement, the estimated average recovery solely with respect to the Individual Defendant Settlement (before the deduction of the amounts set forth in ¶ 2 above) would be:

Members should note, however, that the foregoing average recovery per share, note, or option is only an estimate. Some Settlement Class Members may recover more or less than these estimated amounts depending on, among other factors, which GTAT Securities they purchased/acquired or sold, when and at what prices they purchased/acquired or sold their GTAT Securities, and the total number of valid Claim Forms submitted. Distributions to eligible Settlement Class Members will be made based on the Plan of Allocation attached to this Notice or such other plan of allocation as may be approved by the Court.

4. Statement of Potential Outcome of Case and Potential Damages: The Settling Parties for each of the proposed Settlements do not agree on the average amount of damages per share, note, or option that would be recoverable if Lead Plaintiff were to prevail on the claims asserted in the Action against the Individual Defendants or the Underwriter Defendants, as applicable. Among other things, neither the Individual Defendants nor the Underwriter Defendants agree with Lead Plaintiff's assertions that: (i) they violated the federal securities laws; (ii) they made false or misleading statements; or (iii) damages were suffered by members of the respective Settlement Classes as a result of their alleged conduct.

5. Attorneys' Fees and Expenses: Plaintiffs' Counsel, who have been prosecuting the Action on a fully contingent basis since October 2014, have not received any payment of attorneys' fees for their representation of the Settlement Classes nor have they been reimbursed for the Litigation Expenses necessarily incurred to prosecute the Action. Before final approval of the Settlements, Court-appointed Lead Counsel, Bernstein Litowitz Berger & Grossmann LLP, will apply to the Court for an award of attorneys' fees on behalf of all Plaintiffs' Counsel in an amount not to exceed 22% of each Settlement Fund. Lead Counsel will also apply for reimbursement of Litigation Expenses in an amount not exceed \$450,000 (which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Classes) to be paid from the Settlement Funds.⁸

The Court will determine the amount of any award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members are not personally liable for any such fees or expenses. Assuming both Settlements are approved, if the Court approves Lead Counsel's fee and expense application, the average cost per share, note, or option for attorneys' fees and Litigation Expenses would be: (i) approximately \$0.03 per affected share of GTAT Common Stock; (ii) approximately \$12.35 per affected GTAT Senior Note; (iii) approximately \$0.002 per affected GTAT Call Option; and (iv) approximately \$0.009 per affected GTAT Put Option.⁹

6. Identification of Attorneys' Representatives: Lead Plaintiff and the Settlement Classes are represented by John C. Browne, Esq. of Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, 44th Floor, New York, NY 10020, 1-800-380-8496, blbg@blbglaw.com.

7. Reasons for the Settlements: Lead Plaintiff's principal reason for entering into the Settlements is the substantial immediate cash benefit for the respective Settlement Classes without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefits provided under the proposed Settlements must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – against the Individual Defendants and/or the Underwriter Defendants might be achieved after contested motions, a trial of the Action, and likely appeals that would follow a trial, a process that could be expected to last several years. The Individual Defendants and Underwriter Defendants deny all allegations of wrongdoing or liability whatsoever and they are entering into their respective Settlements solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

(i) approximately \$0.13 per affected share of GTAT Common Stock; (ii) approximately \$10.44 per affected GTAT Senior Note; (iii) approximately \$0.01 per affected GTAT Call Option; and (iv) approximately \$0.04 per affected GTAT Put Option. Assuming all eligible Underwriter Defendant Settlement Class Members elect to participate in the Underwriter Defendant Settlement, the estimated average recovery solely with respect to the Underwriter Defendant Settlement (before the deduction of the amounts set forth in ¶ 2 above) would be: (i) approximately \$0.16 per affected share of GTAT Common Stock; and (ii) approximately \$46.08 per affected GTAT Senior Note.

⁸ Should the Court not approve the Individual Defendant Settlement or the Underwriter Defendant Settlement, attorneys' fees will be paid only on the Settlement Fund created by the approved Settlement. Similarly, approved Litigation Expenses will be paid from the Settlement Fund created by the approved Settlement.

⁹ With respect to the Individual Defendant Settlement only, if the Court approves Lead Counsel's fee and expense application from the Individual Defendant Settlement Fund, the average cost per share, note, or option would be: (i) approximately \$0.03 per affected share of GTAT Common Stock; (ii) approximately \$2.43 per affected GTAT Senior Note; (iii) approximately \$0.002 per affected GTAT Call Option; and (iv) approximately \$0.009 per affected GTAT Put Option. With respect to the Underwriter Defendant Settlement only, if the Court approves Lead Counsel's fee and expense application from the Underwriter Defendant Settlement Fund, the average cost per share or note would be: (i) approximately \$0.04 per affected share of GTAT Common Stock; and (ii) approximately \$10.70 per affected GTAT Senior Note.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENTS:

SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN JULY 12, 2018.

This is the only way to be eligible to receive a payment from the proceeds of the Individual Defendant Settlement or the Underwriter Defendant Settlement.

If you are a member of the Individual Defendant Settlement Class and/or the Underwriter Defendant Settlement Class and you remain in the Settlement Class(es) in which are a member, you will be bound by the applicable Settlements as approved by the Court and, as applicable, you will give up any Individual Defendant Released Plaintiffs' Claims that you have against the Individual Defendants and the other Individual Defendant Releasees (as discussed in ¶ 32 below) and any Underwriter Defendant Released Plaintiffs' Claims that you have against the Settling Underwriter Defendants and the other Settling Underwriter Defendants' Releasees (as discussed in ¶ 33 below), so it is in your interest to submit a Claim Form.

EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS(ES) THAT APPLY TO YOU BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN JUNE 7, 2018.

If you request to be excluded from the Individual Defendant Settlement Class, you will not be eligible to receive any payment from the Individual Defendant Settlement Fund. Similarly, if you request to be excluded from the Underwriter Defendant Settlement Class, you will not be eligible to receive any payment from the Underwriter Defendant Settlement Fund. Requesting exclusion is the only option that allows you ever to be part of any other lawsuit against the Individual Defendants or any of the other Individual Defendant Releasees or against the Settling Underwriter Defendants or any of the other Settling Underwriter Defendants' Releasees concerning the respective Released Plaintiffs' Claims.

OBJECT TO THE INDIVIDUAL DEFENDANT SETTLEMENT, THE UNDERWRITER DEFENDANT SETTLEMENT, THE PLAN OF ALLOCATION, OR THE REQUEST FOR ATTORNEYS' FEES AND LITIGATION EXPENSES BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN JUNE 7, 2018.

If you do not like the proposed Individual Defendant Settlement, the proposed Underwriter Defendant Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Individual Defendant Settlement or the Underwriter Defendant Settlement unless you are a member of the Settlement Class that applies to that Settlement and do not exclude yourself.

GO TO A HEARING ON JUNE 28, 2018 AT 2:00 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JUNE 7, 2018.

Filing a written objection and notice of intention to appear by June 7, 2018 allows you to speak in Court, at the discretion of the Court, about the fairness of the Individual Defendant Settlement if you are a member of the Individual Defendant Settlement Class, the Underwriter Defendant Settlement if you are a member of the Underwriter Defendant Settlement Class, or the Plan of Allocation and/or the request for attorneys' fees and reimbursement of Litigation Expenses if you are a member of one or both Settlement Classes. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

DO NOTHING.

If you are a member of one or both of the Settlement Classes and do not submit a valid Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement(s) obtained on behalf of the Class(es) in which you are a member. You will, however, remain a member of the Settlement Class(es) that apply to you, which means that you give up your right to sue about the claims that are resolved by the applicable Settlements and you will be bound by any judgments or orders entered by the Court with respect to those Settlements.

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WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired GTAT Common Stock, GTAT Senior Notes, and/or GTAT Call Options, and/or sold (wrote) GTAT Put Options, during the Class Period. The Court has directed us to send you this Notice because, as a potential Individual Defendant Settlement Class Member and/or Underwriter Defendant Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlements and to understand how this class action lawsuit may generally affect your legal rights.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class(es) if you wish to so do. It is also being sent to inform you of the terms of the proposed Individual Defendant and Underwriter Defendant Settlements and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlements, the proposed Plan of Allocation, and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Fairness Hearing"). See ¶¶ 46-47 below for details about the Settlement Fairness Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the proposed Settlements. If the Court approves the proposed Plan of Allocation (or some other plan of allocation), then payments pursuant to the approved Settlements and the Court-approved plan of allocation will be made to Authorized Claimants after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. This is a securities class action brought against certain of the executive officers and directors of technology company GT Advanced Technologies Inc. ("GTAT" or the "Company"); the underwriters of the Company's public offering of 3.00% Convertible Senior Notes Due 2020 (the "Senior Notes Offering") and its secondary public offering of common stock (the "Common Stock Secondary Offering"), both conducted on or about December 5, 2013; and Apple. The Action alleges, among other things, that during the Class Period and/or in the offering materials for the Offerings, Defendants misled investors about the true nature, progress, and success of GTAT's joint venture agreement with Apple for the production of sapphire material. The Action further alleges that GTAT investors suffered economic harm when the truth about the Apple agreement was revealed upon the Company's filing for Chapter 11 bankruptcy protection on October 6, 2014.¹⁰

12. This litigation was commenced on or about October 9, 2014, with the filing of multiple putative securities class action complaints in the United States District Court for the District of New Hampshire (the "Court"). By Order dated February 4, 2015, the Court consolidated the related actions into the above-captioned Action.

¹⁰ As a result of the Company's filing for bankruptcy protection, GTAT was not named as a defendant in this Action.

13. Pursuant to the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §§ 77z-1 and 78u-4, as amended (the “PSLRA”), notice to the public was issued setting forth the deadline by which putative class members could move the Court to be appointed to act as lead plaintiff. On May 20, 2015, the Court entered an Order appointing Douglas Kurz as Lead Plaintiff in the Action, and approving Lead Plaintiff’s selection of Bernstein Litowitz Berger & Grossmann LLP as Lead Counsel and Orr & Reno as Local Counsel.

14. On July 20, 2015, Lead Plaintiff filed and served the Consolidated Class Action Complaint (the “Complaint”), which included the Securities Act Plaintiffs and Vance K. Opperman as additional named plaintiffs. The Complaint asserted (i) claims under § 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”), and Rule 10b-5 promulgated thereunder, against Defendants Bal, Gaynor, and Gutierrez; (ii) claims under § 20(a) of the Exchange Act against Defendants Bal, Gaynor, Gutierrez, Kim, Squiller, and Apple; (iii) claims under § 11 of the Securities Act of 1933 (the “Securities Act”) against Defendants Gaynor, Bal, Gutierrez, Conaway, Cote, Godshalk, Massengill, Petrovich, Switz, Watson, Wroe, and the Underwriter Defendants; (iv) claims under § 12(a)(2) of the Securities Act against the Underwriter Defendants; and (v) claims under § 15 of the Securities Act against Defendants Gaynor, Kim, Gutierrez, Squiller, Conaway, Cote, Godshalk, Massengill, Petrovich, Switz, Watson, Wroe, and Apple.

15. On October 7, 2015, Defendants filed and served their motions to dismiss the Complaint. On December 18, 2015, Lead Plaintiff filed and served his papers in opposition to the motions to dismiss; on March 2, 2016, Defendants filed and served their reply papers; and, on March 22, 2016, Lead Plaintiff filed his sur-reply.

16. On March 17, 2017, following extensive, arm’s-length negotiations, Plaintiffs and the Underwriter Defendants entered into a Memorandum of Understanding (the “Underwriter Defendant MOU”) memorializing the settling parties’ agreement in principle to settle the Action as against the Settling Underwriter Defendants for \$9,700,000 in cash. Pursuant to the Underwriter Defendant MOU, the agreement to settle was conditioned on Plaintiffs confirming the fairness, reasonableness, and adequacy of the Underwriter Defendant Settlement based on due-diligence discovery to be provided by the Underwriter Defendants, including the production of certain documents and information regarding the allegations and claims asserted against the Underwriter Defendants in the Complaint. The settling parties agreed that any ruling by the Court in this Action, other than a ruling relating specifically to the Settlement, would not affect the validity or finality of the Settlement.

17. Following the execution of the Underwriter Defendant MOU, Lead Counsel reviewed, as part of the due-diligence discovery provided by the Underwriter Defendants, approximately 13,500 documents totaling approximately 70,000 pages from the files of the Underwriter Defendants concerning the Senior Notes Offering and the Common Stock Secondary Offering, and, based on this review, Plaintiffs and Lead Counsel confirmed that the Underwriter Defendant Settlement is fair, reasonable, and adequate.

18. On May 4, 2017, the Court entered its Memorandum Opinion denying in part and granting in part the motions to dismiss filed by the Individual Defendants and Apple, and denying the Underwriter Defendants’ motion to dismiss without prejudice to their ability to re-submit the motion if necessary.¹¹ Plaintiffs’ remaining claims following the Court’s ruling on Defendants’ Motions to Dismiss include: (i) claims under Section 10(b) of the Securities Exchange Act against Defendants Bal, Gaynor, and Gutierrez; (ii) claims under Section 20(a) of the Exchange Act against Defendants Bal, Gaynor, Gutierrez, Kim, and Squiller; (iii) a claim under Section 20(a) of the ‘34 Act against Apple; (iv) claims under Section 11 of the Securities Act against Defendants Gaynor, Bal, Gutierrez, Conaway, Cote, Godshalk, Massengill, Petrovich, Switz, Watson, Wroe, and the Underwriter Defendants; (v) claims under Section 12(a)(2) of the Securities Act against the Underwriter Defendants; (vi) claims under Section 15 of the Securities Act against Defendants Gutierrez, Gaynor, Kim, and Squiller; and (vii) a claim under Section 15 of the Securities Act against Apple.

19. On August 18, 2017, Plaintiffs and the Underwriter Defendants entered into the Stipulation and Agreement of Settlement with Settling Underwriter Defendants (the “Underwriter Defendant Stipulation”) setting forth the final terms and conditions of the Underwriter Defendant Settlement. The Underwriter Defendant Stipulation (including the Supplement thereto dated January 26, 2018) can be viewed at www.GTATSecuritiesLitigation.com.

20. On October 2, 2017, Lead Counsel and the remaining Defendants’ Counsel participated in a full day mediation session before retired United States District Court Judge Layn R. Phillips (the “Mediator”). In advance of that session, the parties exchanged detailed mediation statements and exhibits to the Mediator, which addressed the issues of both liability and damages. As a result of extensive, arm’s-length negotiations at the mediation session, Lead Plaintiff and the Individual Defendants reached an agreement in principle to settle the Action as against the Individual Defendants for \$27,000,000 in cash, which was memorialized in a Settlement Term Sheet (the “Individual Defendant Term Sheet”) executed on October 13, 2017.

¹¹ Upon reaching their agreement-in-principle to settle the Action, the parties to the Underwriter Defendant Settlement informed the Court that they had reached a settlement and requested that the Court refrain from ruling on the Underwriter Defendants’ motion to dismiss while the parties engaged in due-diligence discovery. Accordingly, in its May 4, 2017 Memorandum Opinion, the Court denied the Underwriter Defendants’ motion to dismiss without prejudice to their ability to re-submit the motion if necessary.

21. On January 26, 2018, Plaintiffs and the Individual Defendants entered into the Stipulation and Agreement of Settlement with Individual Defendants (the "Individual Defendant Stipulation") setting forth the final terms and conditions of the Individual Defendant Settlement. The Individual Defendant Stipulation can be viewed at www.GTATSecuritiesLitigation.com.

22. In connection with the Individual Defendant Settlement, the Individual Defendants agreed to produce and have produced to Lead Counsel within twenty (20) days following the signing of the Individual Defendant Term Sheet copies of (i) all documents produced by Individual Defendants directly or on their behalf by their counsel to the Trustee in *Davis v. Gutierrez, et al.*, Civil Action No. 1:17-cv-147-JL (D.N.H.) (the "*Davis Action*"); (ii) all transcripts of depositions in the Individual Defendants' possession, custody or control taken in the *Davis Action* and in any investigatory proceeding relating to these matters; and (iii) all documents produced by the Individual Defendants directly or on their behalf by their counsel to the Securities Exchange Commission ("SEC") or any other investigative authority. The Individual Defendants also agreed that for a period of one hundred-twenty (120) calendar days following the filing of the motion for preliminary approval of the Individual Defendant Settlement, the Individual Defendants will make themselves available for a reasonable number of depositions to occur at an agreed upon time and location convenient to the settling parties.

23. The Settling Defendants have entered into their respective Stipulations solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Each of the Settling Defendants denies any wrongdoing.

24. On February 13, 2018, the Court preliminarily approved both the Individual Defendant Settlement and the Underwriter Defendant Settlement and authorized this Notice to be disseminated to potential Settlement Class Members; on February 23, 2018, the Court scheduled the Settlement Fairness Hearing to consider whether to grant final approval to the Settlements.

HOW DO I KNOW IF I AM AFFECTED BY THE PROPOSED SETTLEMENTS? WHO IS INCLUDED IN THE INDIVIDUAL DEFENDANT AND UNDERWRITER DEFENDANT SETTLEMENT CLASSES?

25. If you are a member of the Individual Defendant Settlement Class and/or the Underwriter Defendant Settlement Class, you are subject to the terms of the applicable Settlements, unless you timely request to be excluded.

The Individual Defendant Settlement Class consists of:

all persons and entities who or which from November 5, 2013 through 9:40 a.m. Eastern Standard Time on October 6, 2014, inclusive (the "Class Period") purchased or otherwise acquired publicly traded GTAT common stock ("GTAT Common Stock") and/or publicly traded GTAT 3.00% Convertible Senior Notes Due 2020 ("GTAT Senior Notes"), purchased or otherwise acquired publicly traded call options on GTAT common stock ("GTAT Call Options"), and/or sold (wrote) publicly traded put options on GTAT common stock ("GTAT Put Options"), and were damaged thereby.

The Underwriter Defendant Settlement Class consists of:

all persons and entities who or which from November 5, 2013 through 9:40 a.m. Eastern Standard Time on October 6, 2014, inclusive (the "Class Period") purchased or otherwise acquired (i) GTAT Senior Notes pursuant or traceable to GTAT's December 2013 registration statement and prospectus supplement for the GTAT Senior Notes' offering (the "Senior Notes Offering") and/or (ii) shares of GTAT Common Stock pursuant or traceable to GTAT's December 2013 registration statement and prospectus supplement for the secondary offering of GTAT common stock (the "Common Stock Secondary Offering").

Excluded from both the Individual Defendant and Underwriter Defendant Settlement Classes by definition are:

Defendants; GTAT; the affiliates and subsidiaries of the Underwriter Defendants, GTAT, and Apple; the Officers,¹² directors, and partners of the Underwriter Defendants, GTAT, and Apple during the Class Period; members of the Immediate Family¹³ of any excluded person; the heirs, successors, and assigns of any excluded person or entity; and any entity in which any excluded person or entity has or had during the Class Period a controlling interest; *provided, however*, that any Investment Vehicle¹⁴ shall not be

¹² "Officer" means any officer as that term is defined in Securities and Exchange Act Rule 16a-1(f).

¹³ "Immediate Family" means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this definition, "spouse" shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

¹⁴ "Investment Vehicle" means any investment company or pooled investment fund, including, but not limited to, mutual fund families, exchange-traded funds, fund of funds, and hedge funds, in which any of the Underwriter Defendants have, has, or may have a direct or indirect interest, or as to which

deemed an excluded person or entity by definition. Also excluded from both the Individual Defendant and the Underwriter Defendant Settlement Classes are any persons and entities who or which exclude themselves by submitting a valid and timely request for exclusion from the Settlement Classes in accordance with the requirements set forth in this Notice. See “What if I Do Not Want To Be A Member Of One Or Both Of The Settlement Classes? How Do I Exclude Myself,” on page 11 below.

RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE AN INDIVIDUAL DEFENDANT SETTLEMENT CLASS MEMBER OR AN UNDERWRITER DEFENDANT SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE INDIVIDUAL DEFENDANT SETTLEMENT OR THE UNDERWRITER DEFENDANT SETTLEMENT.

IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT(S) PERTAINING TO THE SETTLEMENT CLASS(ES) IN WHICH YOU ARE A MEMBER, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN JULY 12, 2018.

WHAT ARE LEAD PLAINTIFF’S REASONS FOR THE PROPOSED SETTLEMENTS?

26. Lead Plaintiff and Lead Counsel believe that the claims asserted against the Individual Defendants and the Underwriter Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against these Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. For example, with respect to claims under § 10(b) of the Exchange Act, Plaintiffs faced significant risks in proving that the alleged false statements made by the Individual Defendants during the Class Period were intentionally or recklessly made. Also, with respect to claims under § 11 of the Securities Act, Plaintiffs faced significant challenges associated with establishing that there were material misstatements and omissions in the public securities offering documents at issue and that the Underwriter Defendants failed to conduct adequate due diligence. In addition, Plaintiffs faced challenges with respect to proving loss causation and class-wide damages. Furthermore, Plaintiffs would have to prevail at several stages in this litigation – motions for summary judgment, trial, and if they prevailed on those, on the appeals that were likely to follow. Finally, with respect to the Individual Defendants, Lead Plaintiff recognized that there was a significant risk that the Individual Defendants would be unable to pay in whole or in part any ultimate judgment in this case. Thus, there were very significant risks attendant to the continued prosecution of the claims against the Settling Defendants.

27. In light of these risks, the amounts of the Individual Defendant and Underwriter Defendant Settlements, and the certainty of recovery to the Individual Defendant and Underwriter Defendant Settlement Classes, Lead Plaintiff and Lead Counsel believe that the proposed Settlements are fair, reasonable and adequate, and in the best interests of the Settlement Classes. Lead Plaintiff and Lead Counsel believe that the Settlements provide a substantial benefit to the respective Settlement Classes, namely \$27,000,000 in cash to the Individual Defendant Settlement Class (less the various deductions described in this Notice) and \$9,700,000 in cash to the Underwriter Defendant Settlement Class (less the various deductions described in this Notice), as compared to the risk that the claims in the Action against the Individual Defendants and/or the Underwriter Defendants might produce a smaller, or no recovery, after summary judgment, trial, and appeals.

28. The Settling Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. The Settling Defendants have agreed to their respective Settlements solely to eliminate the uncertainty, burden, and expense of continued litigation. Accordingly, the Settlements may not be construed as an admission of any wrongdoing by the Settling Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENTS?

29. If there were no Settlements and Plaintiffs failed to establish any essential legal or factual element of their claims against the Individual Defendants and the Underwriter Defendants, neither Plaintiffs nor the other members of the respective Settlement Classes would recover anything from the Individual Defendants or the Underwriter Defendants. Also, if the Individual Defendants or the Underwriter Defendants were successful in proving any of their defenses, either on the Underwriter Defendant’s pending motion to dismiss, or with respect to both the Individual Defendants and the

any of their respective affiliates may act as an investment advisor but of which any of the Underwriter Defendants or any of their respective affiliates is not a majority owner or does not hold a majority beneficial interest. This definition of Investment Vehicle does not bring into the Settlement Class any of the Underwriter Defendants themselves.

Underwriter Defendants on motions for summary judgment, at trial, or on appeal, the Individual Defendant and Underwriter Defendant Settlement Classes could recover substantially less than the amounts provided in the respective Settlements, or nothing at all.

**HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION
AND THE RESPECTIVE SETTLEMENTS?**

30. If you are an Individual Defendant Settlement Class Member or Underwriter Defendant Settlement Class Member, you are represented by Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Individual Defendant and Underwriter Defendant Settlements?,” below.

31. If you are an Individual Defendant Settlement Class Member and you do not exclude yourself from the Individual Defendant Settlement Class, you will be bound by any orders issued by the Court relating to the Individual Defendant Settlement, and if you are an Underwriter Defendant Settlement Class Member and you do not exclude yourself from the Underwriter Defendant Settlement Class, you will be bound by any orders issued by the Court relating to the Underwriter Defendant Settlements.¹⁵

32. If the Individual Defendant Settlement is approved, the Court will enter a judgment (the “Individual Defendant Judgment”). The Individual Defendant Judgment will dismiss with prejudice the claims against the Individual Defendants and will provide that, upon the Effective Date of the Individual Defendant Settlement, Plaintiffs and each of the other Individual Defendant Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Individual Defendant Released Plaintiffs’ Claim¹⁶ against the Individual Defendants and the other Individual Defendant Releasees,¹⁷ and will forever be barred and enjoined from commencing, maintaining, or prosecuting any or all of the Individual Defendant Released Plaintiffs’ Claims against any of the Individual Defendant Releasees.

33. If the Underwriter Defendant Settlement is approved, the Court will enter a judgment (the “Underwriter Defendant Judgment”). The Underwriter Defendant Judgment will dismiss with prejudice the claims against the Settling Underwriter Defendants (as defined in the Underwriter Defendant Stipulation) and will provide that, upon the Effective Date of the Underwriter Defendant Settlement, Lead Plaintiff, the Securities Act Plaintiffs and each of the other Underwriter Defendant Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have fully, finally, and forever compromised, settled, released,

¹⁵ If you are an Individual Defendant Settlement Class Member and/or Underwriter Defendant Settlement Class Member and do not wish to remain a member of the Settlement Class(es) in which you are member, you may exclude yourself from the Individual Defendant Settlement Class and/or the Underwriter Defendant Settlement Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of One Or Both Of The Settlement Classes? How Do I Exclude Myself?,” below.

¹⁶ “Individual Defendant Released Plaintiffs’ Claims” means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments, and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Plaintiffs or any other member of the Individual Defendant Settlement Class (i) asserted in the Action, or (ii) could have asserted in any forum that arise out of, are based upon, or relate to the allegations, transactions, acts, facts, matters, occurrences, statements, representations or omissions involved, set forth, or referred to in the Complaint and that relate to the purchase or acquisition of GTAT Common Stock, GTAT Senior Notes, or GTAT Call Options, or the sale of GTAT Put Options, during the Class Period. Individual Defendant Released Plaintiffs’ Claims do not cover or include: (i) any claims by any governmental entity arising out of any governmental investigation of GTAT, the Individual Defendants, or any of GTAT’s respective former or current officers or directors relating to the wrongful conduct alleged in the Action; (ii) any claims asserted, or which may be asserted, in the Action against any of the Underwriter Defendants or Apple; (iii) any claims of any person or entity who or which submits a request for exclusion from the Individual Defendant Settlement Class that is accepted by the Court; (iv) any claims asserted in the *Davis* Action; and (v) any claims relating to the enforcement of the Individual Defendant Settlement. For the avoidance of doubt, the above-referenced exclusion for claims by any governmental entity is set forth above only to clarify that the Individual Defendant Released Plaintiffs’ Claims do not affect the rights that any governmental entity may have to assert a claim against any of the Individual Defendant Releasees, and it does not preserve for any Individual Defendant Settlement Class Member any right to assert a claim on the basis of that exclusion from the Individual Defendant Released Plaintiffs’ Claims.

¹⁷ “Individual Defendant Releasees” means (i) the Individual Defendants and their attorneys, (ii) the respective Immediate Family members, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, agents, affiliates, insurers, reinsurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, attorneys, advisors, and associates of each of the foregoing, (iii) all current and former directors, officers, and employees of GTAT, and (iv) the Insureds (as defined in the Individual Defendant Stipulation), in their capacities as such; *provided, however*, that the Individual Defendant Releasees do not include the Underwriter Defendants or Apple.

resolved, relinquished, waived, and discharged each and every Underwriter Defendant Released Plaintiffs' Claim¹⁸ against the Settling Underwriter Defendants and the other Settling Underwriter Defendants' Releasees,¹⁹ and will forever be barred and enjoined from prosecuting any or all of the Underwriter Defendant Released Plaintiffs' Claims against any of the Settling Underwriter Defendants' Releasees.

34. "Unknown Claims" means any (i) Individual Defendant Released Plaintiffs' Claims which Lead Plaintiff or any other Individual Defendant Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, (ii) any Underwriter Defendant Released Plaintiffs' Claims which Lead Plaintiff, the Securities Act Plaintiffs, or any other Underwriter Defendant Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, (iii) any Released Individual Defendants' Claims (as defined in footnote 21 below) which any Individual Defendant does not know or suspect to exist in his or her favor at the time of the release of such claims, and (iv) and any Released Underwriter Defendants' Claims (as defined in footnote 23 below) which any Underwriter Defendant does not know or suspect to exist in its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to the Individual Defendant Settlement or Underwriter Defendant Settlement, as applicable. With respect to any and all Released Claims (as collectively defined in the Stipulations), the respective Settling Parties stipulate and agree that, upon the Effective Date of the Individual Defendant Settlement and upon the Effective Date of the Underwriter Defendant Settlement, Lead Plaintiff, the Securities Act Plaintiffs, the Individual Defendants, and the Underwriter Defendants shall expressly waive, and each of the other respective Settlement Class Members shall be deemed to have waived, and by operation of the respective Judgments shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiff, the Securities Act Plaintiffs, the Individual Defendants, and the Underwriter Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the respective Settlements.²⁰

35. The Individual Defendant Judgment will also provide that, upon the Effective Date of the Individual Defendant Settlement, the Individual Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have fully, finally and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Individual Defendants' Claim²¹ against Lead Plaintiff, the Securities Act Plaintiffs, and the other Individual Defendant Plaintiff Releasees,²² and will

¹⁸ "Underwriter Defendant Released Plaintiffs' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that were or could have been asserted in the Action arising out of or relating to (i) the purchase, acquisition, sale, or holding of GTAT Senior Notes or GTAT Common Stock by Plaintiffs and/or Settlement Class Members during the Class Period, and (ii) the facts, matters, allegations, transactions, events, disclosures, statements, acts, or omissions involved, set forth, or referred to in the Complaint. Underwriter Defendant Released Plaintiffs' Claims do not cover or include: (i) any claims asserted, or which may be asserted, in the Action against any of the Non-Settling Defendants (as defined in the Underwriter Defendant Stipulation) or any person or entity with whom or which Lead Plaintiff has a tolling agreement; (ii) any claims of any person or entity who or which submits a request for exclusion from the Underwriter Defendant Settlement Class that is accepted by the Court after notice to the Settling Underwriter Defendants; and (iii) any claims relating to the enforcement of the Underwriter Defendant Settlement.

¹⁹ "Settling Underwriter Defendants' Releasees" means (i) the Settling Underwriter Defendants; (ii) the current and former parents, affiliates, subsidiaries, successors, predecessors, assigns, and assignees of each of the Settling Underwriter Defendants; and (iii) the current and former officers, directors, agents, employees, attorneys, and advisors of each of the foregoing in (i) and (ii), in their capacities as such. Notwithstanding the foregoing, the Settling Underwriter Defendants' Releasees do not include any of the Non-Settling Defendants (as defined in the Underwriter Defendant Stipulation).

²⁰ With respect to the Individual Defendant Settlement, the Settling Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims, but, upon the Effective Date of the Individual Defendant Settlement, the Settling Parties shall expressly settle and release, and each Individual Defendant Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, settled and released, any and all of the Released Claims without regard to the subsequent discovery or existence of such different or additional facts.

²¹ "Released Individual Defendants' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against the Individual Defendants. Released Individual Defendants' Claims do not include: (i) any claims against any person or entity who or which submits a request for exclusion from the Individual Defendant Settlement Class that is accepted by the Court; and (ii) any claims relating to the enforcement of the Individual Defendant Settlement.

²² "Individual Defendant Plaintiff Releasees" means (i) Plaintiffs, their attorneys, and all other Individual Defendant Settlement Class Members; (ii) the current and former parents, affiliates, subsidiaries, successors, predecessors, assigns, and assignees of each of the foregoing in (i); and (iii) the current and former officers, directors, Immediate Family members, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, agents, affiliates, insurers, reinsurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, attorneys, advisors, and associates of the each of the foregoing in (i) and (ii), in their capacities as such.

forever be barred and enjoined from commencing, maintaining, or prosecuting any or all of the Released Individual Defendant Claims against any of the Individual Defendant Plaintiff Releasees.

36. The Underwriter Defendant Judgment will also provide that, upon the Effective Date of the Underwriter Defendant Settlement, the Settling Underwriter Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have fully, finally and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Underwriter Defendants' Claim²³ against Lead Plaintiff, the Securities Act Plaintiffs, and the other Underwriter Defendant Plaintiffs' Releasees,²⁴ and will forever be barred and enjoined from prosecuting any or all of the Released Underwriter Defendants' Claims against any of the Underwriter Defendant Plaintiffs' Releasees.

**HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENTS BE?
HOW DO I PARTICIPATE IN THE SETTLEMENTS? WHAT DO I NEED TO DO?**

37. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the proceeds of the Settlement(s) in which he, she, or it is eligible to participate. The proposed plan for the distribution of the settlement proceeds and what Settlement Class Members must do to be eligible to participate in the recoveries is set forth in the Plan of Allocation attached to this Notice as Appendix A.

38. To be eligible for a payment from the proceeds of the Individual Defendant Settlement, you must be a member of the Individual Defendant Settlement Class, and to be eligible for a payment from the proceeds of the Underwriter Defendant Settlement, you must be a member of the Underwriter Defendant Settlement Class. To be eligible for a payment from the Settlement(s), you must timely complete and return the Claim Form with adequate supporting documentation **postmarked no later than July 12, 2018**. Details of the requirements and process for submitting a Claim Form are set forth in the Plan of Allocation and in the Claim Form which accompanies this Notice. If you are a member of one or both of the Settlement Classes and do not submit a valid Claim Form, you will not be eligible to share in the distribution of the proceeds of the Settlement(s) obtained on behalf of the Settlement Class(es) in which you are a member.

WHAT PAYMENT ARE THE ATTORNEYS SEEKING? HOW WILL THE LAWYERS BE PAID?

39. Plaintiffs' Counsel have not received any payment for their services in pursuing claims on behalf of the Settlement Classes in the Action, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlements, Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 22% of each Settlement Fund. At the same time, Lead Counsel also intends to apply for reimbursement of Litigation Expenses from the Settlement Funds in an amount not to exceed \$450,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Classes.

40. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Should the Court approve only one of the two Settlements, attorneys' fees will be paid only on the approved Settlement and the Litigation Expenses approved by the Court will be paid from the Settlement Fund created by the approved Settlement. Settlement Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF ONE OR BOTH OF THE SETTLEMENT CLASSES?
HOW DO I EXCLUDE MYSELF?**

41. Each Individual Defendant Settlement Class Member will be bound by the determinations, orders and judgments in this Action relating to the Individual Defendant Settlement, whether favorable or unfavorable, unless such person or entity submits a written request for exclusion from the Individual Defendant Settlement Class that is accepted by the Court. Similarly, each Underwriter Defendant Settlement Class Member will be bound by the determinations, orders and judgments in this Action relating to the Underwriter Defendant Settlement, whether favorable or unfavorable, unless such

²³ "Released Underwriter Defendants' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against the Settling Underwriter Defendants. Released Underwriter Defendants' Claims do not include: (i) any claims against any person or entity who or which submits a request for exclusion from the Underwriter Defendant Settlement Class that is accepted by the Court after notice to the Underwriter Defendants; and (ii) any claims relating to the enforcement of the Underwriter Defendant Settlement.

²⁴ "Underwriter Defendant Plaintiffs' Releasees" means (i) Plaintiffs, their respective attorneys, and all other Underwriter Defendant Settlement Class Members; (ii) the current and former parents, affiliates, subsidiaries, successors, predecessors, assigns, and assignees of each of the foregoing in (i); and (iii) the current and former officers, directors, agents, employees, attorneys, and advisors of each of the foregoing in (i) and (ii), in their capacities as such.

person or entity submits a written request for exclusion from the Underwriter Defendant Settlement Class that is accepted by the Court. You have the right to exclude yourself from one of the Settlement Classes, while remaining a member of the other Settlement Class.

42. Each request for exclusion must be in writing and must be mailed or delivered to GTAT Securities Litigation, EXCLUSIONS, c/o GCG, P.O. Box 10463, Dublin, OH 43017-4063, such that it is **received no later than June 7, 2018**. You will not be able to exclude yourself from either of the Settlement Classes after that date. Each request for exclusion must: (i) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (ii) for Individual Defendant Settlement Class Members who wish to request exclusion from that class, state that such person or entity “requests exclusion from the Individual Defendant Settlement Class in *Levy v. Gutierrez, et al.*, Case No. 1:14-cv-00443-JL (GTAT Securities Litigation)”; (iii) for Underwriter Defendant Settlement Class Members who wish to request exclusion from that class, state that such person or entity “requests exclusion from the Underwriter Defendant Settlement Class in *Levy v. Gutierrez, et al.*, Case No. 1:14-cv-00443-JL (GTAT Securities Litigation)”; (iv) state the amount of each GTAT Security (in terms of number of shares of GTAT Common Stock, GTAT Call Options, GTAT Put Options, and/or face value of GTAT Senior Notes) that the person or entity requesting exclusion purchased/acquired and/or sold during the Class Period (*i.e.*, from November 5, 2013 through 9:40 a.m. Eastern Standard Time on October 6, 2014, inclusive), as well as the dates and prices of each such purchase/acquisition and sale; (v) with respect to any Class Period purchases of GTAT Common Stock and/or GTAT Senior Notes, identify any shares of GTAT Common Stock purchased in or traceable to the Common Stock Secondary Offering and/or any GTAT Senior Notes purchased in or traceable to the Senior Notes Offering; and (vi) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

43. If you do not want to be part of the Individual Defendant Settlement Class and/or the Underwriter Defendant Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Individual Defendant Released Plaintiffs’ Claim against any of the Individual Defendant Releasees or any Underwriter Defendant Released Plaintiffs’ Claim against any of the Settling Underwriter Defendants’ Releasees. Excluding yourself from the Individual Defendant Settlement Class is the only option that allows you to be part of any other lawsuit against any of the Individual Defendants or any of the other Individual Defendant Releasees concerning the Individual Defendant Released Plaintiffs’ Claims, and excluding yourself from the Underwriter Defendant Settlement Class is the only option that allows you to be part of any other lawsuit against any of the Settling Underwriter Defendants or any of the other Settling Underwriter Defendants’ Releasees concerning the Underwriter Defendant Released Plaintiffs’ Claims. Please note, however, if you decide to exclude yourself from either of the Settlement Classes, you may be time-barred from asserting certain of the claims covered by the Action by a statute of repose.

44. If you are excluded from the Individual Defendant Settlement Class, you will not be eligible to receive any payment from the proceeds of the Individual Defendant Settlement Fund. Similarly, if you are excluded from the Underwriter Defendant Settlement Class, you will not be eligible to receive any payment from the proceeds of the Underwriter Defendant Settlement Fund.

45. The Individual Defendants have the right to terminate the Individual Defendant Settlement, and the Underwriter Defendants have the right to terminate the Underwriter Defendant Settlement, if valid and timely requests for exclusion are received from persons and entities entitled to be members of applicable Settlement Class in an amount that exceeds the amounts agreed to by Lead Plaintiff and the Individual Defendants and Lead Plaintiff and the Underwriter Defendants, respectively.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE INDIVIDUAL DEFENDANT AND UNDERWRITER DEFENDANT SETTLEMENTS? DO I HAVE TO COME TO THE HEARING? HOW DO I OBJECT? MAY I SPEAK AT THE HEARING IF I DON’T LIKE THE SETTLEMENTS?

46. **Settlement Class Members do not need to attend the Settlement Fairness Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. Settlement Class Members can participate in the Settlements without attending the Settlement Fairness Hearing. Please Note: The date and time of the Settlement Fairness Hearing may change without further written notice to the Settlement Classes. You should monitor the Court’s docket and the website maintained by the Claims Administrator, www.GTATSecuritiesLitigation.com, before making plans to attend the Settlement Fairness Hearing. You may also confirm the date and time of the Settlement Fairness Hearing by contacting Lead Counsel.**

47. The Settlement Fairness Hearing will be held on **June 28, 2018 at 2:00 p.m.**, before the Honorable Joseph N. Laplante at the United States District Court for the District of New Hampshire, Courtroom 2, 55 Pleasant Street, Concord, NH 03301-3941. The Court reserves the right to approve the Individual Defendant Settlement, the Underwriter Defendant Settlement, the proposed Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and/or any other related matter at or after the Settlement Fairness Hearing without further notice to Settlement Class Members.

48. Only members of the Individual Defendant Settlement Class (*i.e.*, any person or entity that comes with the definition of the Individual Defendant Settlement Class and does not request exclusion from that class) may object to the Individual Defendant Settlement. Similarly, only members of the Underwriter Defendant Settlement Class (*i.e.*, any person or entity that comes with the definition of the Underwriter Defendant Settlement Class and does not request exclusion from that class) may object to the Underwriter Defendant Settlement. However, any member of the Individual Defendant Settlement Class or the Underwriter Defendant Settlement Class may object to the proposed Plan of Allocation and/or Lead Counsel's motion for an award of attorneys' fees or reimbursement of expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the District of New Hampshire at the address set forth below **on or before June 7, 2018**. You must also mail the papers to Lead Counsel and, if it is to one or both of the Settlements to which you are objecting, to the applicable designated Defendants' Counsel as well, at the addresses set forth below so that the papers are **received on or before June 7, 2018**.

Clerk's Office

Lead Counsel

U.S. District Court
District of New Hampshire
Clerk of the Court
55 Pleasant Street, Room 110
Concord, NH 03301-3941

Bernstein Litowitz Berger & Grossmann LLP
John C. Browne, Esq.
1251 Avenue of the Americas, 44th Floor
New York, NY 10020

**Individual
Defendants' Counsel**

**Underwriter
Defendants' Counsel**

Ropes & Gray LLP
Randall W. Bodner, Esq.
800 Boylston Street
Boston, MA 02199

Paul Weiss Rifkind Wharton & Garrison LLP
Richard A. Rosen, Esq.
1285 Avenue of the Americas
New York, NY 10019-6064

Morgan, Lewis, & Bockius LLP
Jordan D. Hershman, Esq.
One Federal Street
Boston, MA 02110-1726

Wachtell, Lipton, Rosen & Katz
David A. Katz, Esq.
51 West 52nd Street
New York, NY 10019

Nutter McClennen & Fish LLP
Ian D. Roffman, Esq.
155 Seaport Blvd.
Boston, MA 02210

49. Any objection: (i) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (ii) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and (iii) must include documents sufficient to prove Settlement Class membership, including the amount of each GTAT Security (in terms of number of shares of GTAT Common Stock, GTAT Call Options, GTAT Put Options, and/or face value of GTAT Senior Notes) that the person or entity requesting exclusion purchased/acquired and/or sold during the Class Period (*i.e.*, from November 5, 2013 through 9:40 a.m. Eastern Standard Time on October 6, 2014, inclusive), as well as the dates and prices of each such purchase/acquisition and sale, and with respect to Underwriter Defendant Settlement Class Members, identification of those shares of GTAT Common Stock purchased in or traceable to the Common Stock Secondary Offering and/or those GTAT Senior Notes purchased in or traceable to the Senior Notes Offering.

50. You may not object to the Individual Defendant Settlement if you exclude yourself from the Individual Defendant Settlement Class or if you are not a member of that class. Similarly, you may not object to the Underwriter Defendant Settlement if you exclude yourself from the Underwriter Defendant Settlement Class or if you are not a member of that class. Further, you may not object to the Plan of Allocation and/or the motion for attorneys' fees and expenses unless you are a member of at least one of the Settlement Classes and do not exclude yourself from that Settlement Class.

51. You may file a written objection without having to appear at the Settlement Fairness Hearing. You may not, however, appear at the Settlement Fairness Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

52. If you wish to be heard orally at the hearing, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and, if it is the Individual Defendant and/or Underwriter Defendant Settlement about which you wish to be heard, on Individual Defendants' Counsel and/or Underwriter Defendants' Counsel, as applicable, at the addresses set forth in ¶ 48 above so that it is **received on or before June 7, 2018**. Persons who intend to object and desire to present evidence at the Settlement Fairness Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

53. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Fairness Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and, if it is the Individual Defendant and/or Underwriter Defendant Settlement as to which you are objecting, on Individual Defendants' Counsel and/or Underwriter Defendants' Counsel, as applicable, at the addresses set forth in ¶ 48 above so that the notice is **received on or before June 7, 2018**.

54. Unless the Court orders otherwise, any Individual Defendant Settlement Class Member who does not object to the Individual Defendant Settlement and any Underwriter Defendant Settlement Class Member who does not object to the Underwriter Defendant Settlement in the manner described above will be deemed to have waived any objection to the Individual Defendant and/or Underwriter Defendant Settlement, as applicable, and shall be forever foreclosed from making any objection to the proposed Individual Defendant and/or Underwriter Defendant Settlement, and any member of the Individual Defendant and/or Underwriter Defendant Settlement Class who does not object to the proposed Plan of Allocation or requested attorneys' fees and expenses in the manner described above will be deemed to have waived any objection to the proposed Plan of Allocation or the requested fees and expenses and shall be forever foreclosed from making any such objection. Settlement Class Members do not need to appear at the Settlement Fairness Hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT GTAT SECURITIES ON SOMEONE ELSE'S BEHALF?

55. If, during the period from November 5, 2013 through 9:40 a.m. Eastern Standard Time on October 6, 2014, inclusive, you purchased or otherwise acquired GTAT Common Stock and/or GTAT Senior Notes, purchased or otherwise acquired GTAT Call Options, and/or sold (wrote) GTAT Put Options, for the beneficial interest of persons or organizations other than yourself, you must either (a) within fourteen (14) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice to forward to all such beneficial owners and within fourteen (14) calendar days of receipt of those Notices forward them to all such beneficial owners; or (b) within fourteen (14) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to GTAT Securities Litigation, c/o GCG, P.O. Box 10463, Dublin, OH 43017-4063. If you choose the first option, you must send a statement to the Claims Administrator confirming that the mailing was made and **you must retain your mailing records for use in connection with any further notices that may be provided in the Action**. If you choose the second option, the Claims Administrator will send a copy of the Notice to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice may also be obtained from the website maintained by the Claims Administrator, www.GTATSecuritiesLitigation.com, by calling the Claims Administrator toll-free at 1-866-562-8790, or by emailing the Claims Administrator at info@GTATSecuritiesLitigation.com.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

56. This Notice contains only a summary of the terms of the proposed Individual Defendant and Underwriter Defendant Settlements. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Individual Defendant Stipulation and the Underwriter Defendant Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the District of

New Hampshire, 55 Pleasant Street, Concord, NH 03301-3941. Additionally, copies of the Stipulations, and any related orders entered by the Court, will be posted on the website maintained by the Claims Administrator, www.GTATSecuritiesLitigation.com.

Requests for the Notice Packet should be made to:

GTAT Securities Litigation
c/o GCG
P.O. Box 10463
Dublin, OH 43017-4063
1-866-562-8790
info@GTATSecuritiesLitigation.com
www.GTATSecuritiesLitigation.com

Inquiries, other than requests for the Notice Packet, should be made to Lead Counsel:

John C. Browne, Esq.
BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP
1251 Avenue of the Americas, 44th Floor
New York, NY 10020
1-800-380-8496
blbg@blbgllaw.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, GTAT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: March 14, 2018

By Order of the Court
United States District Court
District of New Hampshire

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