

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

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In re: : Chapter 11
:
GT ADVANCED TECHNOLOGIES INC., *et al.*, : Case No. 14-11916 (HJB)
:
Debtors.¹ :
: Jointly Administered
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GLOBAL NOTES, METHODOLOGY AND SPECIFIC
DISCLOSURES REGARDING DEBTORS' SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS

Introduction

GT Advanced Technologies Inc. ("**GT**") and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), with the assistance of their advisors, have filed their respective Schedules of Assets and Liabilities (the "**Schedules**") and Statements of Financial Affairs (the "**Statements**", and together with the Schedules, the "**Schedules and Statements**") with the United States Bankruptcy Court for the District of New Hampshire (the "**Bankruptcy Court**"), in accordance with section 521 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

These Global Notes, Methodology, and Specific Disclosures Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs (the "**Global Notes**") pertain to, are incorporated by reference in, and comprise an integral part of each Debtor's Schedules and Statements. The Global Notes should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States ("**GAAP**"), nor are they intended to be fully reconciled with the financial statements of each Debtor (whether publically filed or otherwise). Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential material adjustment, and reflect the Debtors' reasonable best efforts to report the assets and liabilities of each Debtor on an unconsolidated basis unless otherwise noted. Disclosure of information in one Schedule or

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



Statement, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedule or Statement.

The Schedules and Statements, as well as these Global Notes, should not be relied upon by any persons for information relating to current or future financial conditions, events, or performance of any of any of the Debtors.

In preparing the Schedules and Statements, the Debtors relied upon information derived from their books and records that was available at the time of such preparation. Although the Debtors have made reasonable efforts to ensure the accuracy and completeness of such financial information, inadvertent errors or omissions, as well as the discovery of conflicting, revised, or subsequent information, may cause a material change to the Schedules and Statements. Accordingly, the Debtors reserve all of their rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary and appropriate. Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements. Moreover, nothing contained in the Schedules and Statements shall constitute a waiver of any of the Debtors' rights with respect to the chapter 11 cases, including with respect to any issues involving substantive consolidation, recharacterization, equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws to recover assets or avoid transfers.

Mr. Raja Bal has signed each of the Schedules and Statements. Mr. Bal is an officer, director or authorized signatory for each of the Debtors. In reviewing and signing the Schedules and Statements, Mr. Bal necessarily has relied upon the efforts, statements, and representations of various personnel employed by the Debtors and their advisors. Mr. Bal has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses.

Global Notes and Overview of Methodology

1. Basis of Presentation: For financial reporting purposes, prior to the Petition Date (as defined below), the Debtors, along with certain non-Debtor affiliates, prepared consolidated financial statements that were audited annually. Unlike such consolidated financial statements, these Schedules and Statements reflect the assets and liabilities of each separate Debtor, except where otherwise indicated, and are unaudited. Information contained in the Schedules and Statements has been derived from the Debtors' books and records and historical financial statements. Therefore, these Schedules and Statements do not purport to represent financial statements prepared in accordance with GAAP, nor are they intended to reconcile to the financial statements prepared by the Debtors prior to the Petition Date.

2. Valuation. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate assets for the Debtors to obtain current market valuation of each of their assets. Accordingly, unless otherwise indicated, the Schedules and Statements reflect net book values as of September 26, 2014. There may be certain exceptions to this as noted in the Schedules. Certain other assets, such as investments in subsidiaries, are listed at undetermined

amounts, as the net book values may differ materially from fair market values or the amounts ultimately realized. Parties are also cautioned that book value is not, in any way, indicative of the fair market value of any of the Debtors' assets. Moreover, the net book value reflected in the Schedules and Statements is expected to be materially reduced as a result of impairment tests that are ongoing. The Debtors do not intend to amend these Schedules to reflect actual values.

3. Reservation of Rights. Reasonable best efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to claim ("***Claim***") description, designation, or Debtor against which the Claim is asserted; dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; subsequently designate any Claim as "disputed," "contingent," or "unliquidated;" or object to the extent, validity, enforceability, priority, or avoidability of any Claim. Any failure to designate a Claim in the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such Claim or amount is not "disputed," "contingent," or "unliquidated." Listing a Claim does not constitute an admission of liability by the Debtor against which the Claim is listed or against any of the Debtors. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Debtors' chapter 11 cases, including, without limitation, issues involving Claims, substantive consolidation, defenses, equitable subordination, recharacterization, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.

4. Description of Cases and "as of" Information Date. On October 6, 2014 (the "***Petition Date***"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

On October 8, 2014, the Bankruptcy Court entered an order directing procedural consolidation and joint administration of the Debtors' chapter 11 cases [Docket No. 47]. On October 14, 2014, the United States Trustee for the District of New Hampshire appointed a statutory committee of unsecured creditors pursuant to section 1102(a)(1) of the Bankruptcy Code [Docket No. 127].

The asset information provided herein, except as otherwise noted, represents the asset data of the Debtors as of September 26, 2014 (the closest date to the Petition Date on which the Debtors had reliable and verifiable financial information), and the liability information provided herein, except as otherwise noted, represents the liability data of the Debtors as of October 5, 2014. The difference between the data provided in the Schedules and Statements and the assets and liabilities of the Debtors as they existed on the Petition Date may, in certain instances, be material.

5. Recharacterization. Notwithstanding the Debtors' reasonable best efforts to properly characterize, classify, categorize or designate certain Claims, assets, executory contracts,

unexpired leases and other items reported in the Schedules and Statements, the Debtors may, nevertheless, have improperly characterized, classified, categorized, designated, or omitted certain items due to the complexity and size of the Debtors' businesses. Accordingly, the Debtors reserve all of their rights to recharacterize, reclassify, recategorize, redesignate, add or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate as additional information becomes available, including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition.

6. Liabilities. The Debtors maintain ongoing efforts to review and reconcile all prepetition liabilities including the receipt of goods, processing of invoices and application of payments. In addition, the Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the value of liabilities and the allocation of liabilities between the prepetition and postpetition periods may change. Accordingly, the Debtors reserve all of their rights to amend, supplement or otherwise modify the Schedules and Statements as is necessary or appropriate.

The liabilities listed on the Schedules do not reflect any analysis of Claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all of their rights to dispute or challenge the validity of any asserted Claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor's Claim.

7. Excluded Assets and Liabilities. The Debtors have excluded certain categories of assets, tax accruals, and liabilities from the Schedules and Statements, including, without limitation, accrued salaries, employee benefit accruals, and deferred gains. The Debtors also have excluded rejection damage Claims of counterparties to executory contracts and unexpired leases that may be rejected, to the extent such damage Claims exist. In addition, certain immaterial assets and liabilities may have been excluded.

8. Confidentiality. Addresses of current and former employees of the Debtors are generally not included in the Schedules and Statements. The Debtors will mail any required notice or other documents to the address in their books and records for such individuals.

9. Insiders. Solely, for purposes of the Schedules and Statements, the Debtors define "insiders" to include the following: (a) members of boards of directors or managers; and (b) statutory "officers" under section 16 of the Securities Exchange Act. Persons listed as "insiders" have been included for informational purposes only. The Debtors do not take any position with respect to: (a) such person's influence over the control of the Debtors; (b) the management responsibilities or functions of such individual; (c) the decision-making or corporate authority of such individual; or (d) whether such individual could successfully argue that he or she, at the time of receipt of any transfers, was not an "insider" under applicable law (including for the purposes of section 503(c) of the Bankruptcy Code), including the federal securities laws, or with respect to any theories of liability or for any other purpose.

10. Intellectual Property Rights. Exclusion of certain intellectual property shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction.

In addition, although the Debtors have made diligent efforts to attribute intellectual property to the rightful Debtor entity, in certain instances, intellectual property owned by one Debtor may, in fact, be owned by another Debtor or by an affiliate. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all such intellectual property rights.

11. Executory Contracts and Unexpired Leases. Although the Debtors made diligent attempts to attribute an executory contract to its rightful Debtor, in certain instances, the Debtors may have inadvertently failed to do so due to the complexity and size of the Debtors' businesses. Accordingly, the Debtors reserve all of their rights with respect to the named parties of any and all executory contracts, including the right to amend Schedule G.

Moreover, the Debtors have not necessarily set forth executory contracts and unexpired leases as assets in the Schedules and Statements, even though these contracts and leases may have some value to the Debtors' estates. The Debtors' executory contracts and unexpired leases have been set forth in Schedule G. The Debtors' rejection of executory contracts and unexpired leases may result in the assertion of rejection damage claims; the Schedules and Statements do not reflect any claims for rejection damages. The Debtors reserve the right to make any arguments and objections with respect to the assertion of any claims related to contracts or leases, including that any contract or lease identified on Schedule G is not an executory contract or unexpired lease for purposes of section 365 of the Bankruptcy Code.

12. Materialman's/Mechanic's Liens. The inventories, property and equipment listed in the Schedules and Statements are presented without consideration of any materialman's or mechanic's liens.

13. Classifications. Listing a Claim or contract on (a) Schedule D as "secured," (b) Schedule E as "priority," (c) Schedule F as "unsecured," or (d) on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of the Claimant or a waiver of the Debtors' rights to recharacterize or reclassify such Claims or contracts or to setoff of such Claims.

14. Claims Description. Schedules D, E, and F permit each Debtor to designate a Claim as "disputed," "contingent," and/or "unliquidated." Any failure to designate a Claim on a given Debtor's Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by that Debtor that such amount is not "disputed," "contingent," or "unliquidated," or that such Claim is not subject to objection. The Debtors reserve all of their rights to dispute, or assert offsets or defenses to, any Claim reflected on their respective Schedules and Statements on any grounds, including liability or classification. Additionally, the Debtors expressly reserve all of their rights to, but are not required to, amend their Schedules and

Statements to, among other things, subsequently designate such Claims as “disputed,” “contingent,” or “unliquidated.” Moreover, listing a Claim does not constitute an admission of liability by the Debtors.

15. Contingent or Unliquidated Claim Amounts. Claim amounts that could not be readily quantified by the Debtors are scheduled as “Undetermined”.

16. Causes of Action. Despite their reasonable best efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third-parties as assets in the Schedules and Statements, including, without limitation, causes of actions arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross-Claim, counter-Claim, or recoupment and any Claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity, or pursuant to any other theory of law (collectively, “*Causes of Action*”) they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any Claims or Causes of Action or in any way prejudice or impair the assertion of such Claims or Causes of Action. For the avoidance of doubt, the Debtors have not included in the Schedules any potential claim or causes of action against Apple Inc.

17. Summary of Significant Reporting Policies. The following is a summary of significant reporting policies:

- a. Undetermined Amounts. The description of an amount as “unknown,” “TBD” or “undetermined” is not intended to reflect upon the materiality of such amount.
- b. Totals. All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements and exclude items identified as “undetermined”. To the extent that there are unknown or undetermined amounts, the actual total may be materially different than the listed total.
- c. Paid Claims. Pursuant to various orders entered by the Bankruptcy Court, the Debtors were authorized (but not directed) to pay certain outstanding prepetition Claims, including, without limitation, certain claims of employees for wages and benefits, certain tax claims, and certain claims of freight carriers. Accordingly, certain outstanding liabilities may have been reduced by postpetition payments

made on account of prepetition liabilities. To the extent the Debtors have paid or pay any of the Claims listed in the Schedules and Statements pursuant to any order entered by the Bankruptcy Court, the Debtors reserve all of their rights to take any action as is necessary or appropriate to avoid overpayments of or duplicate payments for any such liabilities.

- d. Liens. Property and equipment listed in the Schedules and Statements are presented without consideration of any liens that may attach (or have attached) to such property and equipment.
- e. Payments. The financial affairs and business of the Debtors are complex. Prior to the Petition Date, the Debtors participated in a cash management system through which certain payments were made by one entity on behalf of another. As a result, certain payments in the Schedules and Statements may have been made prepetition by one entity on behalf of another entity through the operation of the consolidated cash management system. A description of the Debtors' prepetition cash management system is set forth in the Debtors' motion for authorization, among other things, to continue using their cash management system, dated October 6, 2014 (Docket Number 4).

18. Estimates and Assumptions. To prepare and file the Schedules in accordance with the deadline established in the Debtors' chapter 11 cases, management was required to make certain estimates and assumptions that affected the reported amounts of these assets and liabilities. Actual results could differ from those estimates, perhaps materially. The Debtors reserve all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.

19. Currency. Unless otherwise indicated, all amounts are reflected in U.S. dollars.

20. Setoffs. The Debtors have certain offsets and other similar rights which arise during the ordinary course of business. Offsets in the ordinary course can result from various items, including, without limitation, intercompany transactions, pricing discrepancies, returns, warranties, and other disputes between the Debtors and their suppliers. These offsets and other similar rights are consistent with the ordinary course of business in the Debtors' industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules, offsets are not independently accounted for, and as such, are excluded from the Debtors' Schedules and Statements.

21. Intercompany Transactions. Although separate Schedules and Statements have been prepared and filed for each of the Debtors, certain of the information set forth in the Schedules

and Statements has been prepared on a consolidated basis. As a result, the Schedules and Statements do not reflect intercompany activity. In addition, the respective intercompany accounts payable and receivable as of the Petition Date have not been fully reconciled. Accordingly, intercompany account balances are generally not listed in the Schedules and Statements.

22. Property and Equipment. Unless otherwise indicated, owned property and equipment are stated at net book value. Assets with a net book value of zero may not be set forth in the Schedules. The Debtors may lease furniture, fixtures, and equipment from certain third party lessors. Any such leases are set forth in the Schedules and Statements. Nothing in the Schedules and Statements is, or shall be construed as, an admission as to the determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect to same.

23. Mesa ASF Furnaces. As previously disclosed in these chapter 11 cases, there are 2,036 advanced sapphire-growing furnaces (the “*Mesa ASF Furnaces*”) at a facility leased by the Debtors in Mesa, Arizona. The issue of whether GT Advanced Equipment Holding LLC is the legal owner of the Mesa ASF Furnaces is undetermined. The Schedules reflect that the Mesa ASF Furnaces are assets of GTAT Corporation because the Debtors’ books and records reflect that GTAT Corporation leases the Mesa ASF Furnaces from GT Advanced Equipment Holding LLC under a capital lease. In accordance with GAAP, a capital lease is treated as both an asset and a liability. Nevertheless, the fact that the Mesa ASF Furnaces are listed on the Schedules of GTAT Corporation is not intended to reflect a determination of the ownership of the Mesa ASF Furnaces and the Debtors reserve all of their rights with respect to that issue.

24. Claims of Third-Party Related Entities. While the Debtors have made every effort to classify properly each claim listed in the Schedules as being either disputed or undisputed, liquidated or unliquidated, and contingent or matured, the Debtors may not have been able to reconcile all payments made to among third parties and their related entities on account of the Debtors’ obligations to same.

25. Global Notes Control. In the event that the Schedules and Statements differ from the foregoing Global Notes, the Global Notes shall control.

Specific Disclosures with Respect to the Debtors’ Schedules

Schedule A. For those Debtors that own real property, such owned real estate is reported at book value, net of accumulated depreciation unless otherwise noted. This amount may be materially different from the fair market value of such real estate. The Debtors may have listed certain assets as real property when such assets are in fact personal property, or the Debtors may have listed certain assets as personal property when such assets are in fact real property. The Debtors reserve all of their rights to recategorize and/or recharacterize such asset holdings to the extent the Debtors determine that such holdings were improperly listed.

Schedule B. All values set forth in Schedule B reflect the book value of the Debtors’ assets as of September 26, 2014.

Schedule B2. Cash values held in financial accounts are listed on Schedule B2 as of October 3, 2014.

Schedule B3. Certain deposits listed for vendor prepayments identify the gross amount of the deposit paid and may not reflect the amount of the deposit remaining after the application of charges. None of these “deposits” are held in segregated accounts for the benefit of the Debtors and parties in interest should assume that holders of such “deposits” would assert material setoff claims before turning over such deposits to the Debtors’ estates. Moreover, to the extent that the Debtors’ books and records reflect the net amount of any deposit after application of charges, that should not be construed as an indication that any vendor properly applied charges to the gross deposit amount or is entitled to setoff under section 553 of the Bankruptcy Code and other applicable law. The Debtors reserve all of the rights with respect to these issues including, without limitation, the right to seek avoidance of deposits made during the 90-day preference period or avoidance of charges applied to deposited funds and turnover.

Schedule B9. The Debtors maintain certain insurance policies essential to continued operations. The terms of these policies are characteristic of insurance policies typically maintained by corporate entities that are similar in size and nature to the Debtors. The Debtors maintain various policies of insurance, including, but not limited to, property, casualty, motor vehicles, workers’ compensation, general liability, employer’s practice liabilities and director and officer liability.

Schedules B13 and B14. Ownership interests in subsidiaries, partnerships, and joint ventures have been listed in Schedules B13 and B14 as an undetermined amount on account of the fact that the fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from their net book value.

Schedule B16. The Debtors have disclosed the net book value with respect to accounts receivable listed on Schedule B16, which represents the amount of the accounts receivable netted by any “doubtful accounts.” For purposes of Schedule B16, “doubtful accounts” are those accounts that the Debtors have identified as unlikely to be paid given the amount of time such accounts have been outstanding.

Schedules B18 and B21. The Debtors’ failure to list any contingent and/or unliquidated claim held by the Debtors in response to this question shall not constitute a waiver, release, relinquishment, or forfeiture of such claim. In addition, Schedule B18 for certain of the Debtors lists various state or federal tax refunds owed to one or more Debtors. The identification of a tax refund on a particular Debtor’s schedules solely reflects the Debtor that has requested the tax refund and is not indicative of that Debtor’s legal entitlement to any taxes that may be refunded by a governmental unit. The Debtors have not made any determination that a tax refund is an asset of a particular Debtor and the Debtors reserve all of their rights on this issue.

Schedule B21. In the ordinary course of their businesses, the Debtors may have accrued, or may subsequently accrue, certain rights to counter-Claims, setoffs, refunds with their customers and suppliers, or potential warranty Claims against their suppliers.

Additionally, certain of the Debtors may be a party to pending litigation in which the Debtors have asserted, or may assert, Claims as a plaintiff or counter-Claims as a defendant. Because such Claims were not yet asserted by the Debtors and not quantifiable as of the Petition Date, they are not listed on Schedule B21.

Schedule B22 Patents, Trademarks, and other Intellectual Property listed in Schedules B22 as an undetermined amount on account of the fact that the fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from their net book value. Nothing herein or in the Schedules and Statements shall be construed as an admission or acknowledgment by the Debtors that any particular intellectual property is not transferable either pursuant to its terms or pursuant to provisions of the Bankruptcy Code or has no market value, and the Debtors reserve all rights with respect to any such issues.

Schedule B23 The Debtors have not included operating licenses and permits.

Schedules B28 and B29. For purposes of Schedules B28 and B29, the value of certain assets may be included in a fixed asset group or certain assets with a net book value of zero may not be set forth on Schedule B28 or B29.

Schedule B30. Unless otherwise stated in a specific Debtor's Schedule B30, book value is presented net of inventory reserves.

Schedule D. The Claims listed on Schedule D arose or were incurred on various dates; a determination of the date upon which each Claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, not all such dates are included for each Claim. All Claims listed on Schedule D, however, appear to have arisen or been incurred before the Petition Date. The Debtors have not confirmed the validity of the liens or security interests held by parties holding Claims listed on Schedule D or the appropriate amounts owed. Therefore, these liabilities are listed at undetermined amounts and marked as contingent, unliquidated, and disputed (C/U/D)

Except as otherwise agreed pursuant to a stipulation or order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset of a secured creditor listed on Schedule D of any Debtor. Moreover, although the Debtors have scheduled Claims of various creditors as secured Claims, the Debtors reserve all of their rights to dispute or challenge the secured nature of any such creditor's Claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's Claim. The descriptions provided on Schedule D are solely intended to be a summary—and not an admission—of liability.

Reference to the applicable agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Except as specifically stated on Schedule D, real property lessors, utility companies, and other parties that may hold security deposits have not been listed on

Schedule D. The Debtors reserve all of their rights to amend Schedule D to the extent that the Debtors determine that any Claims associated with such agreements should be reported on Schedule D. Nothing herein shall be construed as an admission by the Debtors of the legal rights of the Claimant or a waiver of the Debtors' rights to recharacterize or reclassify such Claim or contract.

Moreover, the Debtors have not included on Schedule D parties that may believe their Claims are secured through setoff rights or inchoate statutory lien rights. Although there are multiple parties that hold a portion of the debt included in the Debtors' prepetition secured credit facilities, only the administrative agents have been listed for purposes of Schedule D. The amounts outstanding under the Debtors' prepetition secured credit facilities reflect approximate amounts as of the Petition Date.

Schedule E. Listing a claim on Schedule E as "priority" does not constitute an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors' right to recharacterize or reclassify such claim or contract.

Schedule F. The Debtors have used best reasonable best efforts to report all general unsecured Claims against the Debtors on Schedule F based upon the Debtors' existing books and records as of the Petition Date. The Claims of individual creditors for, among other things, products, goods, or services are listed as either the lower of the amounts invoiced by such creditor or the amounts entered on the Debtors' books and records and may not reflect credits or allowances due from such creditors to the applicable Debtor. The Debtors reserve all of their rights with respect to any such credits and allowances, including the right to assert objections and/or setoffs with respect to same. Schedule F does not include certain deferred charges, deferred liabilities, accruals, or general reserves. Such amounts are, however, reflected on the Debtors' books and records as required in accordance with GAAP. Such accruals are general estimates of liabilities and do not represent specific Claims as of the Petition Date. The Debtors have made every effort to include as a contingent, unliquidated, or disputed Claim, the Claim of any vendor not included on the Debtors' open accounts payable that is associated with an account that has an accrual or receipt not invoiced.

The Claims listed on Schedule F arose or were incurred on various dates. In certain instances, the date on which a Claim arose is an open issue of fact. Although reasonable efforts have been made to identify the date of incurrence of each Claim, determining the date upon which each Claim on Schedule F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for each Claim listed on Schedule F.

On September 28, 2012, GT issued \$220 million aggregate principal amount of 3.00% Convertible Senior Notes due 2017 (the "**2017 Notes**"). The 2017 Notes are senior unsecured obligations of GT, accruing interest at a rate of 3.00% per annum beginning on April 1, 2013. The 2017 Notes are governed by an Indenture dated September 28, 2012 with U.S. Bank National Association, as trustee. On December 10, 2013, GT issued \$214 million aggregate principal amount of 3.00% Convertible Senior Notes due 2020 (the "**2020 Notes**" and, together with the 2017 Notes, the "**Notes**"). The 2020 Notes are senior unsecured obligations of GT, accruing interest at a rate of 3.00% per annum beginning on June 15, 2014. The 2020 Notes are governed by a Supplemental Indenture dated December 10, 2013 with U.S. Bank National

Association, as trustee. The 2020 Notes had a maturity date of December 15, 2020. Under Accounting Standards Codification 470-20, Debt with Conversion and Other Options, which is referred to as ASC 470-20, GT separately accounted for the liability and equity components of the convertible debt instruments (such as the Notes) that may be settled entirely or partially in cash upon conversion in a manner that reflected GT's economic interest cost. The effect of ASC 470-20 on the accounting for the Notes is that the equity component is required to be included in the additional paid-in capital section of stockholders' equity on the Debtors' consolidated balance sheet, and the value of the equity component would be treated as original issue discount for purposes of accounting for the debt component of the notes.

Although the Schedules list the face amount of the Notes, the Schedules should not be interpreted as an indication that the full face amount of the Notes is allowable as a claim in these chapter 11 cases. Among other things, to the extent that the Notes include original issue discount, that portion may be disallowed under the Bankruptcy Code as unmatured interest. *See, e.g.,* 11 U.S.C. § 502(b)(2).

The Bankruptcy Court has entered certain interim orders authorizing the Debtors to pay, in their discretion, certain outstanding Claims on a postpetition basis. Each Debtor's Schedule F may reflect the Debtor's payment of certain Claims pursuant to an order of the Bankruptcy Court, and, to the extent an unsecured Claim has been paid or may be paid it is possible such Claim is not included on Schedule F. Certain Debtors may pay additional Claims listed on Schedule F during these chapter 11 cases pursuant to an order of the Bankruptcy Court. The Debtors reserve all of their rights to take any action, as is necessary or appropriate, to avoid over-payment of or duplicate payment for any such liabilities.

Schedule F contains information regarding pending litigation involving the Debtors. The dollar amount of potential Claims associated with any such pending litigation is listed as "undetermined" and marked as contingent, unliquidated, and disputed in the Schedules and Statements. Some of the Claims involved in litigation listed on Schedule F may be subject to subordination pursuant to section 510 of the Bankruptcy Code.

Schedule F also includes potential or threatened legal disputes that are not formally recognized by an administrative, judicial, or other adjudicative proceeding. Any information contained in Schedule F with respect to such potential litigation shall not be a binding representation of the Debtors' liabilities with respect to any of the potential suits and proceedings included therein.

The Debtors expressly incorporate by reference into Schedule F all parties to pending litigation listed in 4(a) of the Debtors' Statements as contingent, unliquidated and disputed claims, to the extent not already listed on Schedule F.

Schedule F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or assumption and assignment of an executory contract or unexpired lease. Additionally, Schedule F does not include potential rejection damage Claims, if any, of the counterparties to executory contracts and unexpired leases that may be rejected.

Schedule G. The Debtors' businesses are complex. Although the Debtors' existing books, records and financial systems have been relied upon to identify and schedule executory contracts at each of the Debtors and diligent efforts have been made to ensure the accuracy of each Debtor's Schedule G, inadvertent errors, omissions or over-inclusions may have occurred. Certain information, such as the contact information of the counter-party, may not be included where such information could not be obtained using the Debtors' reasonable efforts. Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement was in effect on the Petition Date or is valid or enforceable. The Debtors hereby reserve all of their rights to dispute the validity, status or enforceability of any contracts, agreements or leases set forth on Schedule G and to amend or supplement Schedule G as necessary. Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth separately on Schedule G.

Certain confidentiality, purchase order, indemnification and non-compete agreements may not be listed on Schedule G. In addition, agreements concerning the Debtors' sale of goods or services to third parties are not listed on Schedule G. The Debtors reserve all of their rights with respect to such agreements.

Certain agreements to issue securities in GT are also not listed on Schedule G. The Debtors reserve all of their rights with respect to such agreements.

Certain of the contracts and agreements listed on Schedule G may consist of several parts, including, purchase orders, amendments, restatements, waivers, letters and other documents that may not be listed on Schedule G or that may be listed as a single entry. The Debtors expressly reserve their rights to challenge whether such related materials constitute an executory contract, a single contract or agreement or multiple, severable or separate contracts.

The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda and other documents, instruments, and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents. Further, unless otherwise specified on Schedule G, each executory contract or unexpired lease listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed thereon. In some cases, the same supplier or provider appears multiple times on Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider.

The Debtors reserve all of their rights, Claims and causes of action with respect to the contracts on Schedule G, including the right to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's Claim.

In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their businesses, such as subordination, nondisturbance and attornment agreements, supplemental agreements, amendments/letter agreements, title agreements, indemnity agreements, and confidentiality agreements. Such documents may not be set forth on Schedule G. Further, the Debtors reserve all of their rights to alter or amend these Schedules to the extent that additional information regarding the Debtor obligor to such executory contracts becomes available. Certain of the executory agreements may not have been memorialized and could be subject to dispute. Executory agreements that are oral in nature have not been included on Schedule G.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission. Schedule G may be amended at any time to add any omitted contract, agreement or lease.

The listing of any contract on Schedule G does not constitute an admission by the Debtors as to the validity of any such contract or that such contract is an executory contract or unexpired lease. The Debtors reserve all of their rights to dispute the effectiveness of any such contract listed on Schedule G or to amend Schedule G at any time to remove any contract.

Schedule H. In the ordinary course of their businesses, the Debtors may be involved in pending or threatened litigation. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-Claims and counter-Claims against other parties. Because all such Claims are contingent, disputed, or unliquidated, such Claims have not been set forth individually on Schedule H. Litigation matters can be found on each Debtor's Schedule F and Statement 4a, as applicable.

Specific Disclosures with Respect to the Debtors' Statements

Statement 3b. Statement 3b includes any disbursement or other transfer made by the Debtors except for those made to insiders, employees, bankruptcy professionals, and third-party providers of services related to payroll, the Debtors' 401(k) plan, and employee expense reimbursements. The dates set forth in the "Date of Payment" column relate to one of the following: (a) the date of a wire transfer; (b) the date of an "ACH" payment; or (c) the issuance date for a check. Additionally, all disbursement information reported in Statement 3b for a specific Debtor pertains to the bank accounts maintained by that respective Debtor.

Statement 3c. Statement 3c accounts for the Debtors' cash transfers to or for the benefit of insiders. Equity grants, whether in the form of stock, options to purchase stock, restricted stock units, or otherwise, are not included. The listing of any person or entity is not intended to be nor shall it be construed as a legal characterization of such party as an insider under applicable law, and does not act as an admission of any fact, claim, right, or defense, and all such rights, claims and defenses are hereby reserved.

Statement 4a. Information provided in Statement 4a includes only those legal disputes and administrative proceedings that are formally recognized by an administrative, judicial or other

adjudicative forum. In the Debtors' attempt to provide full disclosure, to the extent a legal dispute or administrative proceeding is not formally recognized by an administrative, judicial or other adjudicative forum due to certain procedural conditions that counterparties have yet to satisfy, the Debtors have identified such matters on Schedule F for the applicable Debtor. Additionally, any information contained in Statement 4a shall not be a binding representation of the Debtors' liabilities with respect to any of the suits and proceedings identified therein.

Statement 8. The Debtors occasionally incur losses for a variety of reasons, including theft and property damage. The Debtors, however, may not have records of all such losses as to the extent such losses do not have a material impact on the Debtors' businesses or are not reported for insurance purposes.

Statement 9. Although all of the Debtors retained or paid the entities and individuals who provided consultation concerning debt consolidation, relief under the Bankruptcy Code, or preparation of a petition in bankruptcy within one year immediately preceding the Petition Date, all of the payments, or property transferred by or on behalf of a Debtor for such services, were made by GTAT Corporation and are therefore listed on the applicable Debtor's response to Statement 9.

Statement 17. The Debtors historically maintained property and operations in many locations. At some of these locations, the Debtors no longer have any operations, and, as of the Commencement Date, may no longer have had relevant records, or the records may no longer be complete or reasonably accessible and reviewable. Some individuals who once possessed responsive information are no longer employed by the Debtors. For all of these reasons, it may not be reasonably possible to identify and supply the requested information for every "site" and "proceeding" literally responsive to Question 17. Nonetheless, the Debtors have devoted substantial internal and external resources to identifying and providing the requested information for any responsive sites and proceedings. The Debtors reserve all of their rights to, but are not required to, supplement or amend this response in the future if additional information becomes available.

Statement 19d. The Debtors have provided financial statements in the ordinary course of their businesses to numerous financial institutions, creditors, and other parties within two years immediately before the Petition Date. Considering the number of such recipients and the possibility that such information may have been shared with parties without the Debtors' knowledge or consent, the Debtors have not disclosed any parties that may have received such financial statements for the purposes of Statement 19d.

Statement 21a. Information provided for Statement 21a is limited to members of boards of directors or managers; section 16 executive officers, and Shareholders who own more than 5% of the equity of the Debtor

Statement 23. Unless otherwise indicated in a Debtor's specific response to Statement 23, the Debtors have included a comprehensive response to Statement 23 in Statement 3c.

The Debtors, their officers, employees, agents, attorneys and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information contained herein. Except as expressly required by the Bankruptcy Code, the Debtors and their officers, employees, agents, attorneys and financial advisors expressly do not undertake any obligation to update, modify revise or re-categorize the information provided herein or to notify any third party should the information be updated, modified, revised or re-categorized. The Debtors, on behalf of themselves, their officers, employees, agents and advisors disclaim any liability to any third party arising out of or related to the information contained in the Schedules and Statements and reserve all rights with respect thereto.

B6 Summary (Official Form 6 - Summary) (12/13)

United States Bankruptcy Court

District Of New Hampshire

In re GT Advanced Technologies Inc.,
Debtor

Case No. 14-11916 (HJB)Chapter 11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$ 0.00		
B - Personal Property	Yes	6	\$ 29,101,007.00 + Undetermined Amounts		
C - Property Claimed as Exempt	No				
D - Creditors Holding Secured Claims	Yes	2		\$ 0.00 + Undetermined Amounts	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		\$ 0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	1		\$ 434,000,000.00	
G - Executory Contracts and Unexpired Leases	Yes	9			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No				\$ N/A
J - Current Expenditures of Individual Debtors(s)	No				\$ N/A
TOTAL		22	\$ 29,101,007.00 + Undetermined Amounts	\$ 434,000,000.00 + Undetermined Amounts	

B6A (Official Form 6A) (12/07)

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(If known)**SCHEDULE A – REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
None				
Total ►			\$ 0.00	

(Report also on Summary of Schedules.)

In re GT Advanced Technologies Inc.,
Debtor

Case No. 14-11916 (HJB)
(If known)

SCHEDULE B – PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an “x” in the appropriate position in the column labeled “None.” If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an “H,” “W,” “J,” or “C” in the column labeled “Husband, Wife, Joint, or Community.” If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person’s name and address under “Description and Location of Property.” If the property is being held for a minor child, simply state the child’s initials and the name and address of the child’s parent or guardian, such as “A.B., a minor child, by John Doe, guardian,” Do not disclose the child’s name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR’S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		See attached rider		Undetermined
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			

In re GT Advanced Technologies Inc.,
Debtor

Case No. 14-11916 (HJB)
(If known)

SCHEDULE B – PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		GTAT Corporation - 100 % Ownership		Undetermined
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		See attached rider		\$29,101,007.00
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		See attached rider		Undetermined
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			

In re GT Advanced Technologies Inc.,
Debtor

Case No. 14-11916 (HJB)
(If known)

SCHEDULE B – PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			
<p>_____ 2 _____ continuation sheets attached Total ►</p> <p>(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)</p>				<p>\$ 29,101,007.00 + Undetermined Amounts</p>

In re: GT Advanced Technologies Inc.

Case No. 14-11916 (HJB)

SCHEDULE B PERSONAL PROPERTY
Rider B.9 - Interests In Insurance Policies

Insurance Company	Type of Policy	Policy Number	Surrender or Refund Value
Ace American Insurance Co.	Directors and Officers Liability	G24571580 004	Undetermined
ACE Property and Casualty Insurance Company	Excess Umbrella	M00518177005	Undetermined
American Guarantee and Liability Insurance Company	Excess Umbrella	SHX-000-5790-9971	Undetermined
Aspen Specialty Insurance Company	Errors & Omissions	B0146CYUSA1400547	Undetermined
Continental Casualty Co.	Excess Directors and Officers Liability	425181360	Undetermined
Continental Casualty Company	Commercial Umbrella - Primary	L6011451895	Undetermined
Factory Mutual Insurance Company	Property (China and Hong Kong)	FM100489	Undetermined
Federal Insurance Company	General Liability	3595-42-92	Undetermined
Federal Insurance Company	Automobile Liability	(14)7355-65-06	Undetermined
Federal Insurance Company	Employment Practices Liability/ Fiduciary/ Special Risk	8210-4797	Undetermined
Federal Insurance Company	Directors and Officers Liability	8224-4350	Undetermined
Fireman's Fund Insurance Companies	Excess Umbrella	SHX-000-5790-4971	Undetermined
Great Northern Insurance Company	International Voluntary Workers' Compensation	3584-29-64	Undetermined
Great Northern Insurance Company	International Commercial / Liability/ Automobile	3584-29-64	Undetermined
HSBC	Business Interruption/ Liability / Employees' Compensation (Hong Kong)	100FC13-69089045	Undetermined
National Casualty Company	Excess Directors and Officers Liability	XMO1400627	Undetermined
National Union Fire Insurance Company of Pittsburgh, Pa.	Excess Directors and Officers Liability	01-585-01-37	Undetermined
Navigators Insurance Company	Excess Umbrella	NY14FXR779964IV	Undetermined
Starr Indemnity and Liability Company Marine	Worldwide Transit/ Warehousing	MASICBN0054US14	Undetermined
Travelers Property Casualty Company of America	Workers' Compensation and Employers Liability Policy	HJUB-4E90142-2-14	Undetermined
Westchester Fire Insurance Company	Crime	DONG23677908001	Undetermined
XL Insurance America, Inc.	Excess Umbrella	US00067513LI14A	Undetermined
XL Specialty Insurance Co	Excess Liability	ELU136045-14	Undetermined

TOTAL Undetermined

In re: GT Advanced Technologies Inc.

Case No. 14-11916 (HJB)

SCHEDULE B - PERSONAL PROPERTY
Rider B.18 - Other Liquidated Debts Owed to the Debtor

Description	Value
CY2013 Income Tax Refund - Montana	\$49,900.00
Federal Tax Refund*	\$28,258,300.00
R&D Credit Tax Refund*	\$792,807.00
Total	\$29,101,007.00

*Tax Refunds Were Received Post-Petition

In re: GT Advanced Technologies Inc.

Case No. 14-11916 (HJB)

SCHEDULE B - PERSONAL PROPERTY
Rider B.21 - Other Contingent and Unliquidated Claims of Every Nature

Description		Value
California State Tax Refund		Undetermined
Montana State Tax Refund		Undetermined
Total		Undetermined

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

☐

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See instructions above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.			Mechanics Lien				Undetermined	Undetermined
CI DESIGN, INC. C/O TAMPOSI LAW GROUP, P.C. ATTN: PETER N. TAMPOSI 159 MAIN STREET NASHUA, NH 03060					X	X		
			VALUE \$ Undetermined					
ACCOUNT NO.			Mechanics Lien				Undetermined	Undetermined
DECCO, INC. C/O GAGLIUSO & GAGLIUSO, P.A. ATTN: KELLY J. GAGLIUSO 32 DANIEL WEBSTER HIGHWAY, SUITE 14 MERRIMACK, NH 03054						X		
			VALUE \$ Undetermined					
ACCOUNT NO.			Mechanics Lien				Undetermined	Undetermined
GREEN LEAF CONSTRUCTION, LLC C/O TAMPOSI LAW GROUP, P.C. ATTN: PETER N. TAMPOSI 159 MAIN STREET NASHUA, NH 03060					X	X		
			VALUE \$ Undetermined					
Subtotal ► (Total of this page)							\$ 0.00	\$0.00
Total ► (Use only on last page)							\$	\$

1 continuation sheets attached

(Report also on Summary of Schedules.) (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See instructions above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.			Mechanics Lien				Undetermined	Undetermined
INTERSTATE ELECTRICAL SERVICES CORPORATION C/O WELTS, WHITE & FONTAINE, P.C. ATTN: JACK S. WHITE 29 FACTORY STREET P.O. BOX 507 NASHUA, NH 03064			VALUE \$ Undetermined			X		
ACCOUNT NO.			Mechanics Lien				Undetermined	Undetermined
METRO WALLS, INC. C/O GAGLIUSO & GAGLIUSO, P.A. ATTN: KELLY J. GAGLIUSO 32 DANIEL WEBSTER HIGHWAY, SUITE 14 MERRIMACK, NH 03054			VALUE \$ Undetermined			X		
ACCOUNT NO.								
			VALUE \$					
ACCOUNT NO.								
			VALUE \$					
ACCOUNT NO.								
			VALUE \$					
Subtotal (s) ► (Total(s) of this page)							\$ 0.00	\$0.00
Total(s) ► (Use only on last page)							\$ 0.00 + Undetermined Amounts	\$0.00 + Undetermined Amounts

Sheet no. 1 of 1 continuation
sheets attached to Schedule of Creditors
Holding Secured Claims(Report also on Summary of
Schedules.)(If applicable, report
also on Statistical
Summary of Certain
Liabilities and
Related Data.)

B6E (Official Form 6E) (04/13)

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112, and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

B6E (Official Form 6E) (04/13) – Cont.

In re GT Advanced Technologies Inc.,
Debtor

Case No. 14-11916 (HJB)
(if known)

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$6,150* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,775* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

☐ **Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on 4/01/16 and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data..

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. U.S. BANK NATIONAL ASSOCIATION ATTN: HAZRAT RAY HANIFF, ASSISTANT VICE PRESIDENT & ACCOUNT MANAGER AS TRUSTEE 100 WALL STREET, SUITE 1600 NEW YORK, NY 10005			3.00% Convertible Senior Notes Due 2017 ¹		X		\$220,000,000.00
ACCOUNT NO. U.S. BANK NATIONAL ASSOCIATION ATTN: HAZRAT RAY HANIFF, ASSISTANT VICE PRESIDENT & ACCOUNT MANAGER AS TRUSTEE 100 WALL STREET, SUITE 1600 NEW YORK, NY 10005			3.00% Convertible Senior Notes Due 2020 ¹		X		\$214,000,000.00
Subtotal ►							\$ 434,000,000.00
Total ► (Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)							\$ 434,000,000.00

0 continuation sheets attached

¹ The notes above are listed in their face amount. However, that should not be interpreted as an indication that the full face amount of the notes is allowable as a claim in these chapter 11 cases. Among other things, to the extent that the notes include original issue discount, that portion may be disallowed under the Bankruptcy Code as unmatured interest. See, e.g., 11 U.S.C. § 502(b)(2). Please see the Specific Disclosures with Respect to the Debtors' Schedules contained in the Global Notes, Methodology And Specific Disclosures Regarding The Debtors' Schedules Of Assets And Liabilities And Statements Of Financial Affairs.

B6G (Official Form 6G) (12/07)

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
ADAM, JOSEPH ADDRESS ON FILE	Acquisition Agreement Dated 5/16/2013
ALEXANDER, BRIAN ADDRESS ON FILE	Severance Agreement Dated 9/30/2014
BAER, DAVID ADDRESS ON FILE	Acquisition Agreement Dated 7/29/2010
BAL, K. RAJA ADDRESS ON FILE	Indemnification Agreement
BANACOS, FRANK ADDRESS ON FILE	Acquisition Agreement Dated 7/29/2010
BANACOS, JOHN ADDRESS ON FILE	Acquisition Agreement Dated 7/29/2010

B6G (Official Form 6G) (12/07) – Cont.

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
BANK OF AMERICA, N.A. C/O MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED ATTN: JOHN SERVIDIO ONE BRYANT PARK NEW YORK, NY 10036	Bond Hedge Agreement Dated 9/25/2012
BANK OF AMERICA, N.A. C/O MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED ATTN: JOHN SERVIDIO ONE BRYANT PARK NEW YORK, NY 10036	Equity Warrant Dated 9/25/2012
BETTY, DANIEL RUBERTO, ISREAL & WEINER, P.C. (COMPANY REPRESENTATIVE) 100 NORTH WASHINGTON STREET BOSTON, MA 02114	Acquisition Agreement Dated 7/29/2010
BHARGAVA, ATUL ADDRESS ON FILE	Severance Agreement Dated 8/22/2014
BLAIR IR LLC 80 FOREST AVENUE NEW ROCHELLE, NY 10804	Service Contract Dated 10/6/2008
BROUILLETTE, JOHN ADDRESS ON FILE	Acquisition Agreement Dated 7/29/2010
CAPGEMINI U.S. LLC 45 BARTLETT STREET MARLBROUGH, MA 01752-3014	Purchase Contract / Purchase Order Dated 6/16/2014

B6G (Official Form 6G) (12/07) – Cont.

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
CASTALDO, GEORGE ADDRESS ON FILE	Severance Agreement Dated 10/23/2014
CONAWAY, J. MICHAL ADDRESS ON FILE	Indemnity Agreement Dated 6/6/2012
CONWAY OFFICE CONWAY OFFICE SOLUTIONS, A DIVISION OF GLOBAL IMAGING SYSTEMS 10 CAPITOL ST. NASHUA, NH 03063	Service Contract Dated 7/21/2011 Plus Amendments
COTE, KATHLEEN A. ADDRESS ON FILE	Indemnity Agreement Dated 3/19/2012
CREDIT SUISSE INTERNATIONAL C/O CREDIT SUISSE AG, NEW YORK BRANCH ATTN: JOHN CARR ELEVEN MADISON AVENUE NEW YORK, NY 10010-3629	Equity Warrant Dated 9/25/2012
CREDIT SUISSE INTERNATIONAL C/O CREDIT SUISSE AG, NEW YORK BRANCH ATTN: JOHN CARR ELEVEN MADISON AVENUE NEW YORK, NY 10010-3629	Bond Hedge Agreement Dated 9/25/2012
DEERING, ANN ADDRESS ON FILE	Severance Agreement Dated 9/3/2014

B6G (Official Form 6G) (12/07) – Cont.

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
DELOITTE & TOUCHE LLP 200 BERKELEY STREET BOSTON, MA 02116	Service Contract Dated 6/16/2014
FORD, JEFFREY J. ADDRESS ON FILE	Employment Agreement Dated 7/12/2010 Plus Amendments
FOUGERE, THERESA ADDRESS ON FILE	Severance Agreement Dated 10/23/2014
GODSHALK, ERNEST L. ADDRESS ON FILE	Indemnity Agreement Dated 6/6/2012
GUTIERREZ, THOMAS ADDRESS ON FILE	Indemnity Agreement Dated 6/6/2012
HRPRO 1423 E. 11 MILE ROAD ROYAL OAK, MI 48067	Employee Benefit Plans Dated 11/1/2014
INTECO SPECIAL MELTING TECHNOLOGIES GMBH ATTN: DR. HARALD HOLZGRUBER WIENER STRASSE 25 A - 8600 BRUCK AN DER MUR STYRIA, AUSTRIA	Acquisition Agreement Dated 5/16/2013

B6G (Official Form 6G) (12/07) – Cont.

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
JOHNSON, STANIS ADDRESS ON FILE	Severance Agreement Dated 10/23/2014
JOYCE, DAVID ADDRESS ON FILE	Acquisition Agreement Dated 7/29/2010
KIM, HOIL ADDRESS ON FILE	Indemnification Agreement
MASCIARI, DAVID ADDRESS ON FILE	Severance Agreement Dated 10/23/2014
MASSENGILL, MATTHEW E. ADDRESS ON FILE	Indemnity Agreement Dated 6/6/2012
MEDE FAMILY REVOCABLE TRUST U/T/A DATED MAY 1, 2012 ATTN: MATHIAS MEDE C/O THERMAL TECHNOLOGY, LLC 1911 AIRPORT BLVD SANTA ROSA, CA 95403	Acquisition Agreement Dated 5/16/2013
MEDE, MATTHIAS ADDRESS ON FILE	Severance Agreement Dated 8/1/2014

B6G (Official Form 6G) (12/07) – Cont.

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
MORGAN STANLEY & CO. INTERNATIONAL PLC C/O MORGAN STANLEY BANK, N.A. 750 SEVENTH AVENUE, 29TH FLOOR NEW YORK, NY 10019	Equity Warrant Dated 9/25/2012
MORGAN STANLEY & CO. INTERNATIONAL PLC C/O MORGAN STANLEY BANK, N.A. 750 SEVENTH AVENUE, 29TH FLOOR NEW YORK, NY 10019	Bond Hedge Agreement Dated 9/25/2012
NASDAQ OMX COPORATE SOLUTIONS, INC. ONE LIBERTY PLAZA 165 BROADWAY NEW YORK, NY 10006	Service Contract Dated 12/23/2011
NASDAQ OMX COPORATE SOLUTIONS, INC. ONE LIBERTY PLAZA 165 BROADWAY NEW YORK, NY 10006	Service Contract
NASDAQ OMX GROUP COPORATE SOLUTIONS, INC. ONE LIBERTY PLAZA 165 BROADWAY NEW YORK, NY 10006	Service Contract Dated 12/23/2011
PANZNER, LEILA ADDRESS ON FILE	Severance Agreement Dated 7/4/2014
PETROVICH, MARY ADDRESS ON FILE	Indemnity Agreement Dated 6/6/2012

B6G (Official Form 6G) (12/07) – Cont.

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
PILON, PATRICK ADDRESS ON FILE	Severance Agreement Dated 9/18/2014
PLANSEE SE METALLWERK-STRASSE 71 6600 REUTTE, AUSTRIA	Guarantee Agreement Dated 06/17/2014
RICHARDSON, CHRISTINE ADDRESS ON FILE	Severance Agreement Dated 6/27/2014
SCHMID, FREDERICK ADDRESS ON FILE	Severance Agreement Dated 7/4/2014
SCHMID, KEIL ADDRESS ON FILE	Acquisition Agreement Dated 7/29/2010
SCHMID, KURT ADDRESS ON FILE	Acquisition Agreement Dated 7/29/2010
SWITZ, ROBERT E. ADDRESS ON FILE	Indemnity Agreement Dated 6/6/2012

B6G (Official Form 6G) (12/07) – Cont.

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
THE FREDERICK SCHMID 1994 TRUST DATED 2/24/94 RUBERTO, ISREAL & WEINER, P.C. (COMPANY REPRESENTATIVE) 100 NORTH WASHINGTON STREET BOSTON, MA 02114	Acquisition Agreement Dated 7/29/2010
THE JUDITH A. SCHMID 1994 TRUST DATED 2/24/94 RUBERTO, ISREAL & WEINER, P.C. (COMPANY REPRESENTATIVE) 100 NORTH WASHINGTON STREET BOSTON, MA 02114	Acquisition Agreement Dated 7/29/2010
TRAVELERS CASUALTY AND SURETY COMPANY ONE TOWER SQUARE HARTFORD, CT 06183	Employee Benefit Plans Dated 7/11/2014
U.S. BANK NATIONAL ASSOCIATION ATTN: HAZRAT RAY HANIFF 100 WALL STREET, SUITE 1600 NEW YORK, NY 10005	Bond Indenture Agreement Dated 9/28/2012
UBS AG, LONDON BRANCH C/O UBS AG, STAMFORD BRANCH ATTN: TRACY JOHNSON / TIM CLARY 677 WASHINGTON BLVD STAMFORD, CT 06901	Bond Hedge Agreement Dated 9/25/2012
UBS AG, LONDON BRANCH C/O UBS AG, STAMFORD BRANCH ATTN: TRACY JOHNSON / TIM CLARY 677 WASHINGTON BLVD STAMFORD, CT 06901	Equity Warrant Dated 9/25/2012
UBS AG, LONDON BRANCH C/O UBS AG, STAMFORD BRANCH ATTN: TRACY JOHNSON / TIM CLARY 677 WASHINGTON BLVD STAMFORD, CT 06901	Equity Warrant Dated 9/25/2012

B6G (Official Form 6G) (12/07) – Cont.

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
VYVODA, MICHAEL ADDRESS ON FILE	Employee Benefit Plans Dated 9/30/2013
WATSON, NOEL G. ADDRESS ON FILE	Indemnity Agreement Dated 6/6/2012
WEBER SHANDWICK/CMGRP, INC., ATTN: BUSINESS & LEGAL AFFAIRS 919 THIRD AVENUE NEW YORK, NY 10022	Service Contract Dated 10/21/2011
WROE, JR., THOMAS ADDRESS ON FILE	Indemnity Agreement Dated 2/4/2013
ZHANG, HONGMEI ADDRESS ON FILE	Severance Agreement Dated 9/26/2014

B6H (Official Form 6H) (12/07)

In re GT Advanced Technologies Inc.,
DebtorCase No. 14-11916 (HJB)
(if known)**SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. Bankr. P. 1007(m).

☒ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

B6 Declaration (Official Form 6 - Declaration) (12/07)

In re : GT Advanced Technologies Inc.

Case No. 14-11916 (HJB)

DECLARATION CONCERNING DEBTOR'S SCHEDULES**DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date _____

Signature: _____
Debtor

Date _____

Signature: _____
(Joint Debtor, if any)

[If joint case, both spouses must sign.]

DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h) and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any,
of Bankruptcy Petition Preparer

Social Security No.
(Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs this document.

Address _____

X _____
Signature of Bankruptcy Petition Preparer

Date

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document, unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the Vice President and Chief Financial Officer [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the Corporation [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets (Total shown on summary page plus 1), and that they are true and correct to the best of my knowledge, information, and belief.

Date 11/21/2014Signature: Kanwardev Raja Singh Bal

Kanwardev Raja Singh Bal - Vice President and Chief Financial Officer
[Print or type name of individual signing on behalf of debtor.]

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

**United States Bankruptcy Court
District of New Hampshire**

In re GT Advanced Technologies Inc., et al.,

Case No.

14-11916-HJB

Jointly Administered

Debtors

Chapter 11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTORS

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), Paul Hastings LLP ("Paul Hastings" or the "Firm") certifies that it is counsel for the above-named debtors and that compensation paid to the Firm within one year before the filing of the petition in bankruptcy, or agreed to be paid to the Firm, for services rendered or to be rendered on behalf of the debtors in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, Paul Hastings agreed to accept.....	See below*
Prior to the filing of this statement Paul Hastings received	\$ 1,974,835*
Balance Due	See below*

- * For additional detail regarding services to be provided by Paul Hastings and the fees for such services, please see the *Debtors' Application, Pursuant to Bankruptcy Code Sections 327(a), 328(a), and 329(a) and Bankruptcy Rules 2014(a) and 2016(b), for Entry of Order Authorizing Retention and Employment of Paul Hastings LLP as Counsel, Nunc Pro Tunc to the Petition Date* [Docket No. 160] (the "Application"), the Declaration of James T. Grogan III attached as Exhibit A to the Application (the "Grogan Declaration"), and the *Order Pursuant to Bankruptcy Code Sections 327(a), 328(a), and 329(a), Bankruptcy Rules 2014(a) and 2016(b) Authorizing Debtors' Retention and Employment of Paul Hastings LLP as Counsel, Nunc Pro Tunc to the Petition Date* [Docket No. 390] (the "Order").

2. The source of the compensation paid to Paul Hastings was:

☒ Debtors ☐ Other (specify):

3. The source of compensation to be paid Paul Hastings is:

☒ Debtors ☐ Other (specify):

4. ☒ Paul Hastings has not agreed to share the above-disclosed compensation with any other person unless they are partners or employees of Paul Hastings.

☐ I have agreed to share the above-disclosed compensation with another person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

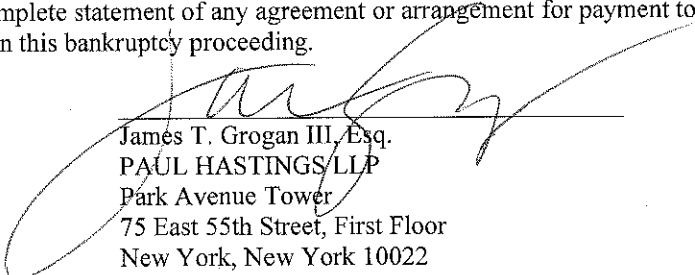
5. In return for compensation paid or to be paid to Paul Hastings, the Firm has agreed to render legal service for all aspects of the bankruptcy case, including those described in the Application, the Grogan Declaration and the Order.

6. By agreement with the debtors, the above-disclosed fee does not include the following services: NA

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to Paul Hastings for representation of the debtors in this bankruptcy proceeding.

Dated: November 21, 2014


James T. Grogan III, Esq.
PAUL HASTINGS/LLP
Park Avenue Tower
75 East 55th Street, First Floor
New York, New York 10022
Telephone: (212) 318-6000
Facsimile: (212) 319-4090