

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

-----X
: **Chapter 11**
: **Case No. 14-11916 (____)**
: **Debtors.¹**
: **Joint Administration Requested**
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DEBTORS’ MOTION, PURSUANT TO SECTIONS 105(a), 365(a) AND 554 OF THE BANKRUPTCY CODE, FOR ENTRY OF ORDER AUTHORIZING AND APPROVING EXPEDITED PROCEDURES FOR ASSUMPTION, ASSUMPTION AND ASSIGNMENT, AND REJECTION OF CONTRACTS AND LEASES OF PERSONAL AND NON-RESIDENTIAL REAL PROPERTY AND ABANDONMENT OF RELATED PERSONAL PROPERTY

GT Advanced Technologies Inc. (“GT”) and its affiliated debtors as debtors in possession in the above-captioned cases (collectively, “GTAT” or the “Debtors”) hereby submit this motion (the “Motion”), pursuant to sections 105(a), 365(a) and 554 of title 11 of the United States Code (the “Bankruptcy Code”), for the entry of an order, authorizing and approving expedited procedures for the assumption, assumption and assignment, and rejection of executory contracts and unexpired leases of personal and non-residential real property and abandonment of related personal property. In support of this Motion, GTAT respectfully represents:

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.



JURISDICTION, VENUE AND STATUTORY BASIS

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for the relief requested herein are sections 105(a), 365(a) and 554 of the Bankruptcy Code.

BACKGROUND

1. On the date hereof (the “Petition Date”), GTAT commenced voluntary cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Hampshire (the “Court”). GTAT continues to operate its businesses and manage its properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no committees have been appointed or designated.

2. GTAT has requested that these chapter 11 cases be consolidated for procedural purposes only and jointly administered pursuant to Bankruptcy Rule 1015(b).

3. Information regarding GTAT’s business, capital structure, and the circumstances leading to these chapter 11 cases is set forth in the *Declaration of Daniel W. Squiller in Support of Chapter 11 Petitions and First-Day Motions* (the “First Day Declaration”), which is incorporated herein by reference and filed contemporaneously herewith.

GTAT’s Business

4. GTAT and its non-Debtor affiliates (collectively, the “GTAT Group”) are leading manufacturers and suppliers of advanced materials and equipment for the global consumer electronics, power electronics, solar, and LED industries. The GTAT Group designs and sells high-quality sapphire production equipment and materials for a wide variety of domestic and

international markets, including the consumer electronics market. In addition, the GTAT Group's historical business is based in the solar industry, where it is a leading provider of key polysilicon and photovoltaic equipment, services, and technologies. The GTAT Group is also in the process of developing and commercializing additional equipment and products, including an ion implantation equipment tool and advanced solar cell metallization and interconnect technology. As of the Petition Date, the GTAT Group employs approximately 1,100 full-time employees in the United States and abroad, approximately 1,000 of whom work for the Debtors. The stock of GT is publicly traded under the symbol "GTAT".

5. As of June 28, 2014, the GTAT Group's unaudited and consolidated financial statements reflected assets totaling approximately \$1.5 billion and liabilities totaling approximately \$1.3 billion.

RELIEF REQUESTED

6. Before the Petition Date, GTAT entered into a number of contracts and leases in connection with the operation of its business, including contracts for the delivery of goods, the performance of services, and the lease of certain real and personal property. GTAT intends to continue the on-going process, with the assistance of its advisors, of identifying contracts and leases that GTAT may want to assume or assume and assign and identifying those contracts and leases that no longer benefit GTAT's business operations. GTAT will seek to assume, assume and assign, or reject such contracts and leases, as applicable, and absent expedited procedures for managing this process, GTAT will inevitably incur related administrative costs, which could be significant. Accordingly, by this Motion, GTAT seeks approval of (a) expedited procedures for GTAT's assumption or assumption and assignment of contracts, leases, purchase orders, or

continuous purchase orders (collectively, the “Agreements”)², including resolution of any applicable cure amounts, (b) expedited procedures for rejecting Agreements, and (c) the form of notice to be served upon counterparties to assumed, assumed and assigned, or rejected Agreements, substantially in the forms attached as Exhibits 1 and 2 to the attached proposed order.

Proposed Procedures for Assumption or Assumption and Assignment

7. GTAT requests the following procedures (the “Assumption Procedures”) be approved in connection with the assumption or assumption and assignment of any Agreement during GTAT’s bankruptcy cases:

- a. GTAT will file a notice (the “Assignment Notice”) designating an Agreement to be assumed or assumed and assigned, as applicable, to a third party (the “Assignee”), and will serve the Assignment Notice by overnight mail or email (where available) on: (i) the non-Debtor party (and its counsel, if known) under the respective Agreement at the last known address available to GTAT; (ii) counsel to any statutory creditors’ committee appointed in these chapter 11 cases; (iii) counsel for the Assignee, as applicable; and (iv) the U.S. Trustee (collectively, the “Notice Parties”).
- b. The Assignment Notice will be substantially in the form of Exhibit 1 to the attached proposed order. With respect to leases being assumed or assumed and assigned, the Assignment Notice will include the following information, to the best of GTAT’s knowledge: (i) the street address of real property, or a description of the personal property, that is the subject of a lease; (ii) the name and address of the affected lessor; (iii) the proposed cure amount, if any; (iv) the proposed effective date of the assumption for the lease; and (v) the identity of the proposed Assignee, if any. With respect to contracts being assumed or assumed and assigned, the Assignment Notice will include the following information, to the best of GTAT’s knowledge (v) the name and address of the contract counterparty, (w) a brief description of the agreement, (x) the proposed cure amount, if any; (y) the proposed effective date of the assumption for

² GTAT reserves its right to determine whether or not a particular Agreement is an executory contract or unexpired lease for purposes of section 365 of the Bankruptcy Code and the descriptions used here should in no way be taken as an admission that any Agreement is or is not executory in nature.

the contract; and (z) the identity of the proposed Assignee, if any. All Assignment Notices will also include the deadlines and procedures for objecting to the assumption or assumption and assignment of the applicable Agreement and will be accompanied by a copy of the Order granting this Motion.

- c. Any party in interest that objects to the proposed assumption or assumption and assignment, as applicable, or the proposed cure amount must file and serve a written objection so that the objection is filed with the Court and actually received by the following parties (the “Objection Notice Parties”) no later than ten days after the date on which the Assignment Notice is sent to the counterparty: (a) counsel to GTAT: Paul Hastings LLP, 600 Travis Street, 58th Floor, Houston, TX 77002, Attn: James T. Grogan, and 75 East 55th St., New York, NY 10022, Attn: Christopher J. Fong, and Nixon Peabody, 900 Elm Street, Manchester, NH 03101, Attn: Daniel W. Sklar and Holly J. Barcroft; (b) counsel to any statutory creditors’ committee appointed in these chapter 11 cases; and (c) the Office of the United States Trustee for Region 1, 1000 Elm Street, Suite 605 Manchester, NH 03101, Attn: Geraldine L. Karonis.
- d. To the extent that any counterparty does not timely file an objection, the counterparty will be deemed to have consented to the cure amounts proposed by GTAT and the assumption or assumption and assignment, as applicable, of its Agreement under the terms of the Assignment Notice.
- e. To the extent any objections to the proposed cure amounts for the Agreements are timely filed, GTAT, any proposed Assignee (as applicable), and the counterparty will meet and confer in good faith to attempt resolve the objection without Court intervention. If the parties determine that the objection cannot be resolved without judicial intervention, then the dispute will be determined by the Court upon written application by either party on twenty-one days’ notice, with any response to the application due fourteen days after the application is filed.
- f. GTAT or the proposed Assignee, as applicable, will pay any cure amount as soon as reasonably practicable after the earliest of (i) the date on which the contracting counterparty consents in writing to the assumption or assumption and assignment, as applicable, of its Agreement and to any cure amount for the Agreement, (ii) the date on which the counterparty is deemed to have consented to the assumption or assumption and assignment, as applicable, of its Agreement and to any cure amount for the Agreement, or (iii) the date on which the Court enters an order determining the cure amount for the Agreement after the notice and hearing procedure described above.

Proposed Procedures for Rejecting Executory Contracts and Unexpired Leases

8. GTAT requests that the following procedures (the “Rejection Procedures”) be approved in connection with the rejection of any Agreement during GTAT’s bankruptcy cases:
- a. GTAT will file a notice (the “Rejection Notice”) of the proposed rejection of one or more Agreements, and will serve the Rejection Notice by overnight mail or email (where available) on the Notice Parties.
 - b. The Rejection Notice will be substantially in the form of Exhibit 2 to the attached proposed order. With respect to leases to be rejected, the Rejection Notice will include the following information, to the best of GTAT’s knowledge: (i) the street address of real property, or a description of the personal property, that is the subject of the lease and (ii) the name and address of the affected lessor. With respect to contracts to be rejected, the Rejection Notice will include the following information, to the best of GTAT’s knowledge: (i) the name and address of the contract counterparty, and (ii) a brief description of the contract to be rejected. All Rejection Notices also will include the deadlines and procedures for objecting to the rejection of the applicable Agreement and be accompanied by a copy of the Order granting this Motion.
 - c. If a party in interest objects to GTAT’s proposed rejection of the party’s Agreement, the party must file and serve a written objection so that the objection is filed with the Court and actually received by the Objection Notice Parties no later than ten days after the date on which the Rejection Notice is sent to the counterparty.
 - d. If no objection to a Rejection Notice is timely filed, the Agreements identified on a Rejection Notice (the “Rejected Contracts”) will be deemed rejected on the effective date listed in the Rejection Notice, or, if no date is listed, the date the Rejection Notice is filed with the Court (the “Rejection Date”).
 - e. If a timely objection to a Rejection Notice is filed and received in accordance with these proposed procedures for rejection, GTAT will schedule a hearing on the objection and will provide at least five days’ notice of the hearing to the objecting party and the Objection Notice Parties.
 - f. If GTAT has deposited funds with the counterparty to a Rejected Contract as a security deposit or other arrangement, the counterparty may not setoff

or otherwise use the deposit without the prior authorization of the Court or agreement of the parties.

- g. GTAT also requests authority to remove any property from the premises that are the subject of any rejected lease, consistent with GTAT's ownership rights or other property interests therein, personal property that GTAT has installed in or about the leased premises (*i.e.*, fixtures, furniture, equipment, and other property) that is either owned by GTAT, leased by GTAT from third parties, or subject to any equipment financing agreements with third parties. To the extent that GTAT determines that any interest of the Debtors in property has little or no value or that preserving the property will be more burdensome to its estates compared with the expense of removing and storing the property, GTAT requests authority to abandon, in its sole discretion, any property remaining at the premises subject to a rejected lease as of the Rejection Date. If GTAT proposes to abandon property, these notice and objection procedures will apply and GTAT will otherwise be excused from the requirements of Rule 6007-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of New Hampshire. Absent a timely objection filed in accordance with these rejection procedures, the property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code as of the Rejection Date and, except as set forth above, the landlord(s) may dispose of the abandoned property without liability to any third party claiming an interest in such abandoned property.
- h. If GTAT proposes to reject a lease of personal property pursuant to a Rejection Notice, such Rejection Notice shall provide a description of the leased property, the location of same, and the automatic stay will be deemed modified to permit the respective personal property lessor to recover such leased property within ten days of the Rejection Date (the "Collection Period"). If the lessor does not retrieve its property by the end of the Collection Period, the property will be deemed abandoned without further order of this Court, free and clear of any interests, and the owner of the premises containing the property (or its designee) will be free to dispose of the property without liability to any party.

9. GTAT also requests authorization to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate to implement and effectuate these procedures as approved by this Court and that entry of the requested order be without prejudice to GTAT's right to seek further, other, or different relief regarding agreements that are assumed or assumed and assigned and/or the Rejected Contracts.

BASIS FOR RELIEF REQUESTED

10. Section 365(a) of the Bankruptcy Code empowers a debtor in possession, “subject to the court’s approval, [to] assume or reject any executory contracts or unexpired leases of the debtor.” Courts generally authorize debtors to assume, assume and assign, or reject executory contracts and unexpired leases where the debtors appropriate exercise their “business judgment.”³

11. Courts generally will not second-guess a debtor’s business judgment concerning the assumption or reject of an executory contract or unexpired lease. The “business judgment” test merely requires a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor’s estate.⁴ Further, as with the assumption, assumption and assignment, or rejection of an executory contract or an unexpired lease under section 365, any amendment to an executory contract or unexpired lease that may be deemed outside the ordinary course of business is authorized under section 363 of the Bankruptcy Code when there is a “sound business purpose” that justifies such action.⁵

12. GTAT has determined, in its sound business judgment, that the assumption, assumption and assignment (and any amendments thereto), or rejection of Agreements in accordance with the procedures set forth in this Motion is and will be in the best interest of

³ See, e.g., *Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39-40 (3d Cir. 1989); *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993); *Robertson v. Pierce (In re Chi-Feng Huang)*, 23 B.R. 798, 800 (B.A.P. 9th Cir. 1982); cf. *In re Richmond Metal Finishers, Inc.*, 756 F.2d 1043, 1047 (4th Cir. 1985) (holding that absent bad faith or abuse of discretion, deference is given to debtor’s business judgment).

⁴ See *In re Trans World Airlines*, 261 B.R. 103, 121 (Bankr. D. Del. 2003) (“A debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of ‘bad faith, or whim or caprice.’”) (quoting *In re Wheeling-Pittsburgh Steel Corp.*, 72 B.R. 845, 849-50 (Bankr. W.D. Pa. 1987))

⁵ See *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983); see also *In re Delaware and Hudson Ry. Co.*, 124 B.R. 169, 176 (Bankr. D. Del. 1991) (adopting “sound business judgment” standard for transactions under section 363 of the Bankruptcy Code).

GTAT's estates. GTAT submits that the information provided in the Assumption Notices and Rejection Notices will provide the Court and interested parties with sufficient information to establish that GTAT is entitled to make such an assumption, assumption and assignment (and any amendments thereto), or rejection in its sound business judgment.

13. Moreover, the Rejection Procedures also afford parties in interest the opportunity to appear and be heard with respect to the rejection of the Agreements. In addition, the Rejection Procedures will save substantial legal expense and Court time that would otherwise be incurred if multiple hearings were held on separate motions with respect to every agreement that GTAT determines should be rejected.

14. The Rejection Procedures will not prejudice counterparties to the proposed rejected agreements because, upon receipt of a Rejection Notice, a counterparty will have received advance notice of GTAT's intent to reject and of the requested effective date of the rejection of the Agreement.⁶ GTAT submits that the proposed rejection procedures balance the need for an expeditious reduction of burdensome costs to GTAT's estates while providing due notice of the proposed rejection to the Agreement counterparties. Moreover, similar rejection procedures have been approved in similar contexts in other large and complex chapter 11 cases.⁷

15. With respect to GTAT's request for the authority to abandon property, section 554(a) of the Bankruptcy Code provides, in relevant part, that "[a]fter notice and a hearing, the

⁶ See, e.g., *In re Mid Region Petroleum, Inc.*, 111 B.R. 968, 970 (Bankr. N.D. Okla. 1990) (effective date of rejection of leases was the date the trustee gave notice to lessor of intent to reject); *In re Carlisle Homes, Inc.*, 103 B.R. 524, 535 (Bankr. D.N.J. 1988) (debtor may reject executory contract by clearly communicating intention to reject).

⁷ See e.g., *In re Sun-Times Media Group, Inc.*, Case No. 09-11092 (CSS) (Bankr. D. Del. Apr. 28, 2009); *In re Leiner Health Prod, Inc.*, Case No. 08-10446 (KJC) (Bankr. D. Del. Apr. 7, 2008); *In re Dura Auto. Sys.*, Case No. 06-11202 (KJC) (Bankr. D. Del. Dec. 22, 2006); *In re Three A's Holdings, L.L.C.*, Case No. 06-10886 (BLS) (Bankr. D. Del. Sept. 25, 2006); *In re Tower Auto., Inc.*, Case No. 05-10578 (ALG) (Bankr. S.D.N.Y. Mar. 17, 2005); *In re Warehouse Entm't, Inc.*, Case No. 03-10224 (PJW) (Bankr. D. Del. Feb. 13, 2003).

trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” When abandoning property, a debtor “need only demonstrate that [it] has exercised sound business judgment in making the determination to abandon”; provided that such abandonment may not pose a threat to public health or contravene any applicable laws or regulations.⁸ Sound business reasons exist to authorize GTAT to abandon personal property that remains at any particular premises. The abandoned property has negligible commercial value but storing such property for future use or marketing and sale exceeds its value to GTAT’s estates. Abandoning this property poses no threat to public safety nor does it contravene any law or regulation. Accordingly, in an effort to reduce administrative expenses and in the exercise of GTAT’s sound business judgment, GTAT believes that the abandonment of any remaining personal property at a leased premises is appropriate and in the best interests of GTAT, its estates, and its creditors.

16. Finally, section 105 of the Bankruptcy Code provides, in relevant part, that “[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” GTAT submits that the implementation of the proposed procedures is appropriate in these chapter 11 cases, is well within the Court’s equitable powers under sections 105 and 365 of the Bankruptcy Code, and is consistent with procedures for assumption and assignment or rejection of contracts and leases in other large and complex chapter 11 cases.⁹

⁸ See *In re Cult Awareness Network, Inc.*, 205 B.R. 575, 579 (Bankr. N.D. Ill. 1997); *In re Slack*, 290 B.R. 282, 284 (Bankr. D.N.J. 2003) (“[c]ourts defer to the trustee’s judgment and place the burden on the party opposing the abandonment to prove [that the abandoned property provides a] benefit to the estate”); *In re Unidigital, Inc.*, 262 B.R. 283, 286-88 (Bankr. D. Del. 2001) (recognizing a debtor’s right to abandon property that is “burdensome to the estate” with narrow limitations on this right “where there is an imminent and identifiable harm to the public health or safety”).

⁹ See, e.g., *In re Three A’s Holdings, L.L.C., et al.*, Case No. 06-10886 (RLS) (Bankr. D. Del. Sept. 25, 2006); *In re MTS Inc., et al.*, Case No. 04-10394 (BLS) (Bankr. D. Del. Mar. 2, 2004); *In re WorldCom, Inc.*, Case No. 02-13533 (AJG) (Bankr. S.D.N.Y. Sept. 25, 2002).

17. Accordingly, GTAT believes adoption of the Assumption Procedures and Rejection Procedures is in the best interest of its estates and a proper exercise of GTAT's business judgment.

RESERVATION OF RIGHTS

18. Nothing contained herein is intended or should be construed as an admission of the validity of any claim against GTAT, a waiver of GTAT's rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under section 365 of the Bankruptcy Code. GTAT expressly reserves its right to contest any invoice or claim related to the relief requested herein in accordance with applicable law.

NOTICE

19. Notice of this Motion has been provided by email, facsimile or overnight courier to: (a) the Office of the United States Trustee for Region 1, 1000 Elm Street, Suite 605 Manchester, NH 03101, Attn: Geraldine L. Karonis; (b) the creditors holding the 30 largest unsecured claims against GTAT's estates (on a consolidated basis); (c) the indenture trustee for the Debtors' (i) 3.00% Convertible Senior Notes due 2017, and (ii) 3.00% Convertible Senior Notes due 2020, U.S. Bank National Association, 60 Livingston Avenue, St. Paul, MN 55107, Attn: Hazrat R. Haniff; (d) the Internal Revenue Service, 1000 Elm St., 9th Floor Manchester, NH 03101, Attn: District and Regional Directors; (e) U.S. Securities and Exchange Commission, 100 F Street, NE, Washington, DC 20549; (f) Apple Inc., 1 Infinite Loop, Cupertino, CA 95014, Attn: Jessica L. Fink, Senior Restructuring Counsel; and (g) those parties who have formally filed requests for notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002.

NO PRIOR REQUEST

20. No previous request for the relief sought herein has been made by GTAT to this or any other court.

WAIVER OF MEMORANDUM OF LAW

21. GTAT requests that the Court waive and dispense with the requirement set forth in Rule 7102(b)(2) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of New Hampshire (“LBR”) that any motion filed shall have an accompanying memorandum of law. The legal authorities upon which GTAT relies are set forth in the Motion. Accordingly, GTAT submits that a waiver of the LBR 7102(b)(2) requirement is appropriate under these circumstances.

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WHEREFORE, GTAT respectfully requests that the Court enter an order, substantially in the form attached hereto, granting the relief requested herein and granting GTAT such other and further relief as is just and proper.

Dated: October 6, 2014
Manchester, NH

/s/ Daniel W. Sklar

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- and -

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Proposed Co-Counsel for the Debtors and Debtors in Possession

EXHIBIT A

PROPOSED ORDER

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 (____)**
 :
Debtors.¹ :
 : **Jointly Administered**
 :
 : **RE: Docket No. __**
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ORDER GRANTING DEBTORS’ MOTION, PURSUANT TO SECTIONS 105(a), 365(a) AND 554 OF THE BANKRUPTCY CODE FOR ENTRY OF ORDER AUTHORIZING AND APPROVING EXPEDITED PROCEDURES FOR ASSUMPTION, ASSUMPTION AND ASSIGNMENT, AND REJECTION OF CONTRACTS AND LEASES OF PERSONAL AND NON-RESIDENTIAL REAL PROPERTY AND ABANDONMENT OF RELATED PERSONAL PROPERTY

Upon the motion (the “Motion”)² of GT Advanced Technologies Inc. (“GT”) and its affiliated debtors as debtors in possession (collectively, “GTAT” or the “Debtors”), for entry of an order, pursuant to sections 105(a), 365(a) and 554 of the Bankruptcy Code, authorizing and approving expedited procedures for the assumption, assumption and assignment, and rejection of contracts and leases of personal and non-residential real property and abandonment of related personal property, as set forth more fully in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding

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.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

pursuant to 28 U.S.C. § 157; and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion being adequate and appropriate under the particular circumstances; and upon consideration of the First Day Declaration; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Assumption Procedures are approved in connection with the assumption or assumption and assignment, as applicable, of any Contract, Lease or sublease, or interest in such Lease or sublease of the Debtors during these chapter 11 cases as follows:

- a. GTAT will file a notice (the “Assignment Notice”) designating an Agreement to be assumed or assumed and assigned, as applicable, to a third party (the “Assignee”), and will serve the Assignment Notice by overnight mail or email (where available) on: (i) the non-Debtor party (and its counsel, if known) under the respective Agreement at the last known address available to GTAT; (ii) counsel to any statutory creditors’ committee appointed in these chapter 11 cases; (iii) counsel for the Assignee, as applicable; and (iv) the Office of the United States Trustee for Region 1, 100 Elm Street, Suite 605 Manchester, NH 03101, Attn: Geraldine L. Karonis (collectively, the “Notice Parties”).
- b. The Assignment Notice will be substantially in the form of Exhibit 1 attached hereto. With respect to leases being assumed or assumed and assigned, the Assignment Notice will include the following information, to the best of GTAT’s knowledge: (i) the street address of real property, or a description of the personal property, that is the subject of a lease; (ii) the name and address of the affected lessor; (iii) the proposed cure amount, if any; (iv) the proposed effective date of the assumption for the lease; and (v) the identity of the proposed Assignee, if any. With respect to contracts being assumed or assumed and assigned, the Assignment Notice will include the following information, to the best of GTAT’s knowledge (v) the name and address of the contract counterparty, (w) a brief description of the agreement, (x) the proposed cure amount, if any; (y) the proposed effective date of the assumption for the contract; and (z) the identity of the proposed Assignee, if any. All Assignment Notices will also include the deadlines and procedures for objecting to the assumption

or assumption and assignment of the applicable Agreement and will be accompanied by a copy of this Order.

- c. Any party in interest that objects to the proposed assumption or assumption and assignment, as applicable, or the proposed cure amount must file and serve a written objection so that the objection is filed with the Court and actually received by the following parties (the “Objection Notice Parties”) no later than ten days after the date on which the Assignment Notice is sent to the counterparty: (a) counsel to GTAT: Paul Hastings LLP, 600 Travis Street, 58th Floor, Houston, TX 77002, Attn: James T. Grogan, and 75 East 55th St., New York, NY 10022, Attn: Christopher J. Fong, and Nixon Peabody, 900 Elm Street, Manchester, NH 03101, Attn: Daniel W. Sklar and Holly J. Barcroft; (b) counsel to any statutory creditors’ committee appointed in these chapter 11 cases; and (c) the Office of the United States Trustee for Region 1, 1000 Elm Street, Suite 605 Manchester, NH 03101, Attn: Geraldine L. Karonis.
- d. To the extent that any counterparty does not timely file an objection, the counterparty will be deemed to have consented to the cure amounts proposed by GTAT and the assumption or assumption and assignment, as applicable, of its Agreement under the terms of the Assignment Notice.
- e. To the extent any objections to the proposed cure amounts for the Agreements are timely filed, GTAT, any proposed Assignee (as applicable), and the counterparty will meet and confer in good faith to attempt resolve the objection without Court intervention. If the parties determine that the objection cannot be resolved without judicial intervention, then the dispute will be determined by the Court upon written application by either party on twenty-one days’ notice, with any response to the application due fourteen days after the application is filed.
- f. GTAT or the proposed Assignee, as applicable, will pay any cure amount as soon as reasonably practicable after the earliest of (i) the date on which the contracting counterparty consents in writing to the assumption or assumption and assignment, as applicable, of its Agreement and to any cure amount for the Agreement, (ii) the date on which the counterparty is deemed to have consented to the assumption or assumption and assignment, as applicable, of its Agreement and to any cure amount for the Agreement, or (iii) the date on which the Court enters an order determining the cure amount for the Agreement after the notice and hearing procedure described above.

3. The Rejection Procedures are approved in connection with the rejection of any Agreement during GTAT's bankruptcy cases:

- a. GTAT will file a notice (the "Rejection Notice") of the proposed rejection of one or more Agreements, and will serve the Rejection Notice by overnight mail or email (where available) on the Notice Parties.
- b. The Rejection Notice will be substantially in the form of Exhibit 2 to the attached proposed order. With respect to leases to be rejected, the Rejection Notice will include the following information, to the best of GTAT's knowledge: (i) the street address of real property, or a description of the personal property, that is the subject of the lease and (ii) the name and address of the affected lessor. With respect to contracts to be rejected, the Rejection Notice will include the following information, to the best of GTAT's knowledge: (i) the name and address of the contract counterparty, and (ii) a brief description of the contract to be rejected. All Rejection Notices will also include the deadlines and procedures for objecting to the rejection of the applicable Agreement and will be accompanied by a copy of the Order granting this Motion.
- c. If a party in interest objects to GTAT's proposed rejection of the party's Agreement, the party must file and serve a written objection so that the objection is filed with the Court and actually received by the Objection Notice Parties no later than ten days after the date on which the Rejection Notice is sent to the counterparty.
- d. If no objection to a Rejection Notice is timely filed, the Agreements identified on a Rejection Notice (the "Rejected Contracts") will be deemed rejected on the effective date listed in the Rejection Notice, or, if no date is listed, the date the Rejection Notice is filed with the Court (the "Rejection Date").
- e. If a timely objection to a Rejection Notice is filed and received in accordance with these proposed procedures for rejection, GTAT will schedule a hearing on the objection and will provide at least five days' notice of the hearing to the objecting party and the Objection Notice Parties.
- f. If GTAT has deposited funds with the counterparty to a Rejected Contract as a security deposit or other arrangement, the counterparty may not setoff or otherwise use the deposit without the prior authorization of the Court or agreement of the parties.

- g. GTAT is authorized to remove any property from the premises that are the subject of any rejected lease, consistent with GTAT's ownership rights or other property interests therein, personal property that GTAT has installed in or about the leased premises (*i.e.*, fixtures, furniture, equipment, and other property) that is either owned by GTAT, leased by GTAT from third parties, or subject to any equipment financing agreements with third parties. To the extent that GTAT determines that any interest of the Debtors in property has little or no value or that preserving the property will be more burdensome to its estates compared with the expense of removing and storing the property, GTAT is authorized to abandon, in its sole discretion, any property remaining at the premises subject to a rejected lease as of the Rejection Date. If GTAT proposes to abandon property, these notice and objection procedures will apply and GTAT will otherwise be excused from the requirements of Rule 6007-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of New Hampshire. Absent a timely objection filed in accordance with these rejection procedures, the property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code as of the Rejection Date and, except as set forth above, the landlord(s) may dispose of the abandoned property without liability to any third party claiming an interest in such abandoned property.
- h. If GTAT proposes to reject a lease of personal property pursuant to a Rejection Notice, such Rejection Notice shall provide a description of the leased property, the location of same, and the automatic stay will be deemed modified to permit the respective personal property lessor to recover such leased property within ten days of the Rejection Date (the "Collection Period"). If the lessor does not retrieve its property by the end of the Collection Period, the property will be deemed abandoned without further order of this Court, free and clear of any interests, and the owner of the premises containing the property (or its designee) will be free to dispose of the property without liability to any party

4. Pursuant to section 365 of the Bankruptcy Code, the Debtors' assumption or assumption and assignment, as applicable, of any Agreement to a third party in accordance with the Assignment Procedures set forth in this Order is hereby approved.

5. Pursuant to section 365 of the Bankruptcy Code, the Debtors' rejection of any Rejected Contract in accordance with the Rejection Procedures set forth in this Order is hereby approved.

6. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors are authorized to abandon any personal property, furniture, fixtures, and/or equipment remaining at premises subject to a rejected Lease of real property in accordance with the procedures set forth in this Order.

7. For the avoidance of doubt, this Order is without prejudice to the rights of the Debtors, including, but not limited to, the right to seek further, other, or different relief regarding the Agreements pursuant to, among other things, section 365 of the Bankruptcy Code.

8. The requirement set forth in LBR 7102(b)(2) that any motion filed shall have an accompanying memorandum of law is waived.

9. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

10. GTAT is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

11. This Court retains jurisdiction with respect to all matters arising from or related to the interpretation, implementation or enforcement of this Order.

Dated: _____, 2014
Manchester, NH

CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1 TO ORDER

ASSUMPTION NOTICE

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 (____)**

:

Debtors.¹ :

:

Jointly Administered

:

-----X

**NOTICE OF ASSUMPTION OR ASSUMPTION AND ASSIGNMENT
OF CONTRACTS AND LEASES**

TO: THE PARTIES IDENTIFIED ON SCHEDULE 1 ATTACHED HERETO

PLEASE TAKE NOTICE THAT on [____], 2014, the United States Bankruptcy Court for the District of New Hampshire (the “Court”) entered the *Order Granting Debtors’ Motion Pursuant to Sections 105(a), 365(a) And 554 of the Bankruptcy Code for Entry of Order Authorizing and Approving Expedited Procedures for Assumption, Assumption and Assignment, and Rejection of Contracts and Leases of Personal and Non-Residential Real Property and Abandonment of Related Personal Property* [Docket No. __] (the “Procedures Order”).

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Procedures Order, the above-captioned debtors-in-possession (“GTAT” or the “Debtors”) hereby provide notice of its intent to assume or assume and assign the contracts or leases identified on Schedule 1. Schedule 1 identifies the proposed cure amount, if any, to be paid pursuant to 11 U.S.C. § 365(b)(1)(A) in connection with the assumption or assumption and assignment of any contract or lease, the identity of the proposed assignee of a Contract or Lease, if any, and the proposed effective date of the assumption for the lease.

PLEASE TAKE FURTHER NOTICE that any party in interest that objects to the proposed assumption or assumption and assignment, as applicable, or the proposed cure amount must file and serve a written objection so that the objection is filed with the Court and actually received by the following parties (the “Objection Notice Parties”) no later than ten days after the date on which this notice of assignment is sent to the counterparty: (a) counsel to GTAT: Paul

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.

Hastings LLP, 600 Travis Street, 58th Floor, Houston, TX 77002, Attn: James T. Grogan, and 75 East 55th St., New York, NY 10022, Attn: Christopher J. Fong, and Nixon Peabody, 900 Elm Street, Manchester, NH 03101, Attn: Daniel W. Sklar and Holly J. Bancroft; (b) counsel to any statutory creditors' committee appointed in these chapter 11 cases; and (c) the Office of the United States Trustee for Region 1, 1000 Elm Street, Suite 605 Manchester, NH 03101, Attn: Geraldine L. Karonis.

PLEASE TAKE FURTHER NOTICE that to the extent that any counterparty does not timely file an objection, the counterparty will be deemed to have consented to the cure amounts proposed by GTAT and the assumption or assumption and assignment, as applicable, of its agreement under the terms of this notice of assignment, and will be forever barred from objecting to the cure amount set forth on Schedule 1, if any, including, without limitation, the right to assert any additional cure amounts or any other amounts with respect to the leases and contracts to be assumed and assigned.

PLEASE TAKE FURTHER NOTICE that to the extent any objections to the proposed cure amounts for the contracts or leases are timely filed, GTAT, any proposed assignee (as applicable), and the counterparty will meet and confer in good faith to attempt resolve the objection without Court intervention. If the parties determine that the objection cannot be resolved without judicial intervention, then the dispute will be determined by the Court upon written application by either party on twenty-one days' notice, with any response to the application due fourteen days after the application is filed. GTAT or the proposed assignee, as applicable, will pay any cure amount as soon as reasonably practicable after the earliest of (i) the date on which the contracting counterparty consents in writing to the assumption or assumption and assignment, as applicable, of its agreement and to any cure amount for the agreement, (ii) the date on which the counterparty is deemed to have consented to the assumption or assumption and assignment, as applicable, of its agreement and to any cure amount for the agreement, or (iii) the date on which the Court enters an order determining the cure amount for the agreement after the notice and hearing procedure described above.

Schedule 1 to Assumption Notice

LEASES

Address of Subject Property	Landlord Name/Address	Cure Amount, If Any	Proposed Assignee, If Any	Proposed Effective Date of Assumption

CONTRACTS

Description of Contract	Contract Counterparty Name/Address	Cure Amount, If Any	Proposed Assignee, If Any	Proposed Effective Date of Assumption

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

-----X
 :
In re: : **Chapter 11**
 :
GT ADVANCED TECHNOLOGIES INC., et al.,: **Case No. 14-11916 (____)**
 :
Debtors.¹ :
 : **Jointly Administered**
 :
 -----X

NOTICE OF REJECTION OF CONTRACTS AND LEASES

TO: THE PARTIES IDENTIFIED ON SCHEDULE 1 ATTACHED HERETO

PLEASE TAKE NOTICE THAT on [____], 2014, the United States Bankruptcy Court for the District of New Hampshire (the “Court”) entered the *Order Granting Debtors’ Motion Pursuant to Sections 105(a), 365(a) And 554 of the Bankruptcy Code for Entry of Order Authorizing and Approving Expedited Procedures for Assumption, Assumption and Assignment, and Rejection of Contracts and Leases of Personal and Non-Residential Real Property and Abandonment of Related Personal Property* [Docket No.____] (the “Procedures Order”).

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Procedures Order, the above-captioned debtors-in-possession (“GTAT” or the “Debtors”) hereby provide notice of its intent to reject the contracts or leases identified on Schedule 1. Pursuant to the terms of the Procedures Order, unless a written objection is filed and served in accordance with the terms of the Procedures Order, the contracts or leases will be rejected pursuant to 11 U.S.C. § 365(a), and property relating to any such leases may be abandoned pursuant to 11 U.S.C. § 554(a), effective as of (i) the effective date otherwise set forth in this notice of rejection or, if no date is listed for your lease or contract, (ii) the date of this notice of rejection (the “Rejection Date”).

PLEASE TAKE FURTHER NOTICE that if a party in interest objects to GTAT’s proposed rejection of the party’s agreement, the party must file and serve a written objection so that the objection is filed with the Court and actually received by the following parties (the “Objection Notice Parties”) no later than ten days after the date on which this notice of

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.

assignment is sent to the counterparty: (a) counsel to GTAT: Paul Hastings LLP, 600 Travis Street, 58th Floor, Houston, TX 77002, Attn: James T. Grogan, and 75 East 55th St., New York, NY 10022, Attn: Christopher J. Fong, and Nixon Peabody, 900 Elm Street, Manchester, NH 03101, Attn: Daniel W. Sklar and Holly J. Bancroft; (b) counsel to any statutory creditors' committee appointed in these chapter 11 cases; and (c) the Office of the United States Trustee for Region 1, 1000 Elm Street, Suite 605 Manchester, NH 03101, Attn: Geraldine L. Karonis.

PLEASE TAKE FURTHER NOTICE that if a timely objection to this notice of rejection is filed and received in accordance with the Procedures Order, GTAT will schedule a hearing on the objection and will provide at least five days' notice of the hearing to the objecting party and the Objection Notice Parties.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtors have deposited funds with a contract or lease counterparty as a security deposit or other arrangement, such counterparty may not setoff or otherwise use such deposit without the prior authority of the Court or agreement of the parties.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, GTAT is authorized to remove any property from the premises that are the subject of any rejected lease, consistent with GTAT's ownership rights or other property interests therein, personal property that GTAT has installed in or about the leased premises (*i.e.*, fixtures, furniture, equipment, and other property) that is either owned by GTAT, leased by GTAT from third parties, or subject to any equipment financing agreements with third parties. To the extent that GTAT determines that any interest of the Debtors in property has little or no value or that preserving the property will be more burdensome to its estates compared with the expense of removing and storing the property, GTAT is authorized to abandon, in its sole discretion, any property remaining at the premises subject to a rejected lease as of the Rejection Date. Absent a timely objection filed in accordance with the rejection procedures, the property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code as of the Rejection Date and, except as set forth above, the landlord(s) may dispose of the abandoned property without liability to any third party claiming an interest in such abandoned property.

PLEASE TAKE FURTHER NOTICE that, to the extent GTAT has proposed to reject a lease of personal property pursuant to this notice of rejection, a description of the leased property, the location of same, and the automatic stay will be deemed modified to permit the respective personal property lessor to recover such leased property within ten days of the Rejection Date (the "Collection Period"). If the lessor does not retrieve its property by the end of the Collection Period, the property will be deemed abandoned without further order of the Court, free and clear of any interests, and the owner of the premises containing such property or its designee will be free to dispose of same without liability to any party.

Schedule 1 to Rejection Notice

LEASES

Address of Subject Property	Landlord Name/Address	Effective Date of Rejection

CONTRACTS

Description of Contract	Contract Counterparty Name/Address	Effective Date of Rejection

EXHIBIT A

PROPOSED ORDER

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE**

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: **Chapter 11**
: **Case No. 14-11916 (____)**
: **Jointly Administered**
: **RE: Docket No. __**
-----X

**ORDER GRANTING DEBTORS' MOTION, PURSUANT TO SECTIONS 105(a), 365(a)
AND 554 OF THE BANKRUPTCY CODE FOR ENTRY OF ORDER AUTHORIZING
AND APPROVING EXPEDITED PROCEDURES FOR ASSUMPTION, ASSUMPTION
AND ASSIGNMENT, AND REJECTION OF CONTRACTS AND LEASES OF
PERSONAL AND NON-RESIDENTIAL REAL PROPERTY AND ABANDONMENT OF
RELATED PERSONAL PROPERTY**

Upon the motion (the "Motion")² of GT Advanced Technologies Inc. ("GT") and its affiliated debtors as debtors in possession (collectively, "GTAT" or the "Debtors"), for entry of an order, pursuant to sections 105(a), 365(a) and 554 of the Bankruptcy Code, authorizing and approving expedited procedures for the assumption, assumption and assignment, and rejection of contracts and leases of personal and non-residential real property and abandonment of related personal property, as set forth more fully in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding

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.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

pursuant to 28 U.S.C. § 157; and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion being adequate and appropriate under the particular circumstances; and upon consideration of the First Day Declaration; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Assumption Procedures are approved in connection with the assumption or assumption and assignment, as applicable, of any Contract, Lease or sublease, or interest in such Lease or sublease of the Debtors during these chapter 11 cases as follows:

- a. GTAT will file a notice (the “Assignment Notice”) designating an Agreement to be assumed or assumed and assigned, as applicable, to a third party (the “Assignee”), and will serve the Assignment Notice by overnight mail or email (where available) on: (i) the non-Debtor party (and its counsel, if known) under the respective Agreement at the last known address available to GTAT; (ii) counsel to any statutory creditors’ committee appointed in these chapter 11 cases; (iii) counsel for the Assignee, as applicable; and (iv) the Office of the United States Trustee for Region 1, 100 Elm Street, Suite 605 Manchester, NH 03101, Attn: Geraldine L. Karonis (collectively, the “Notice Parties”).
- b. The Assignment Notice will be substantially in the form of Exhibit 1 attached hereto. With respect to leases being assumed or assumed and assigned, the Assignment Notice will include the following information, to the best of GTAT’s knowledge: (i) the street address of real property, or a description of the personal property, that is the subject of a lease; (ii) the name and address of the affected lessor; (iii) the proposed cure amount, if any; (iv) the proposed effective date of the assumption for the lease; and (v) the identity of the proposed Assignee, if any. With respect to contracts being assumed or assumed and assigned, the Assignment Notice will include the following information, to the best of GTAT’s knowledge (v) the name and address of the contract counterparty, (w) a brief description of the agreement, (x) the proposed cure amount, if any; (y) the proposed effective date of the assumption for the contract; and (z) the identity of the proposed Assignee, if any. All Assignment Notices will also include the deadlines and procedures for objecting to the assumption

or assumption and assignment of the applicable Agreement and will be accompanied by a copy of this Order.

- c. Any party in interest that objects to the proposed assumption or assumption and assignment, as applicable, or the proposed cure amount must file and serve a written objection so that the objection is filed with the Court and actually received by the following parties (the “Objection Notice Parties”) no later than ten days after the date on which the Assignment Notice is sent to the counterparty: (a) counsel to GTAT: Paul Hastings LLP, 600 Travis Street, 58th Floor, Houston, TX 77002, Attn: James T. Grogan, and 75 East 55th St., New York, NY 10022, Attn: Christopher J. Fong, and Nixon Peabody, 900 Elm Street, Manchester, NH 03101, Attn: Daniel W. Sklar and Holly J. Barcroft; (b) counsel to any statutory creditors’ committee appointed in these chapter 11 cases; and (c) the Office of the United States Trustee for Region 1, 1000 Elm Street, Suite 605 Manchester, NH 03101, Attn: Geraldine L. Karonis.
- d. To the extent that any counterparty does not timely file an objection, the counterparty will be deemed to have consented to the cure amounts proposed by GTAT and the assumption or assumption and assignment, as applicable, of its Agreement under the terms of the Assignment Notice.
- e. To the extent any objections to the proposed cure amounts for the Agreements are timely filed, GTAT, any proposed Assignee (as applicable), and the counterparty will meet and confer in good faith to attempt resolve the objection without Court intervention. If the parties determine that the objection cannot be resolved without judicial intervention, then the dispute will be determined by the Court upon written application by either party on twenty-one days’ notice, with any response to the application due fourteen days after the application is filed.
- f. GTAT or the proposed Assignee, as applicable, will pay any cure amount as soon as reasonably practicable after the earliest of (i) the date on which the contracting counterparty consents in writing to the assumption or assumption and assignment, as applicable, of its Agreement and to any cure amount for the Agreement, (ii) the date on which the counterparty is deemed to have consented to the assumption or assumption and assignment, as applicable, of its Agreement and to any cure amount for the Agreement, or (iii) the date on which the Court enters an order determining the cure amount for the Agreement after the notice and hearing procedure described above.

3. The Rejection Procedures are approved in connection with the rejection of any Agreement during GTAT's bankruptcy cases:

- a. GTAT will file a notice (the "Rejection Notice") of the proposed rejection of one or more Agreements, and will serve the Rejection Notice by overnight mail or email (where available) on the Notice Parties.
- b. The Rejection Notice will be substantially in the form of Exhibit 2 to the attached proposed order. With respect to leases to be rejected, the Rejection Notice will include the following information, to the best of GTAT's knowledge: (i) the street address of real property, or a description of the personal property, that is the subject of the lease and (ii) the name and address of the affected lessor. With respect to contracts to be rejected, the Rejection Notice will include the following information, to the best of GTAT's knowledge: (i) the name and address of the contract counterparty, and (ii) a brief description of the contract to be rejected. All Rejection Notices will also include the deadlines and procedures for objecting to the rejection of the applicable Agreement and will be accompanied by a copy of the Order granting this Motion.
- c. If a party in interest objects to GTAT's proposed rejection of the party's Agreement, the party must file and serve a written objection so that the objection is filed with the Court and actually received by the Objection Notice Parties no later than ten days after the date on which the Rejection Notice is sent to the counterparty.
- d. If no objection to a Rejection Notice is timely filed, the Agreements identified on a Rejection Notice (the "Rejected Contracts") will be deemed rejected on the effective date listed in the Rejection Notice, or, if no date is listed, the date the Rejection Notice is filed with the Court (the "Rejection Date").
- e. If a timely objection to a Rejection Notice is filed and received in accordance with these proposed procedures for rejection, GTAT will schedule a hearing on the objection and will provide at least five days' notice of the hearing to the objecting party and the Objection Notice Parties.
- f. If GTAT has deposited funds with the counterparty to a Rejected Contract as a security deposit or other arrangement, the counterparty may not setoff or otherwise use the deposit without the prior authorization of the Court or agreement of the parties.

- g. GTAT is authorized to remove any property from the premises that are the subject of any rejected lease, consistent with GTAT's ownership rights or other property interests therein, personal property that GTAT has installed in or about the leased premises (*i.e.*, fixtures, furniture, equipment, and other property) that is either owned by GTAT, leased by GTAT from third parties, or subject to any equipment financing agreements with third parties. To the extent that GTAT determines that any interest of the Debtors in property has little or no value or that preserving the property will be more burdensome to its estates compared with the expense of removing and storing the property, GTAT is authorized to abandon, in its sole discretion, any property remaining at the premises subject to a rejected lease as of the Rejection Date. If GTAT proposes to abandon property, these notice and objection procedures will apply and GTAT will otherwise be excused from the requirements of Rule 6007-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of New Hampshire. Absent a timely objection filed in accordance with these rejection procedures, the property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code as of the Rejection Date and, except as set forth above, the landlord(s) may dispose of the abandoned property without liability to any third party claiming an interest in such abandoned property.
- h. If GTAT proposes to reject a lease of personal property pursuant to a Rejection Notice, such Rejection Notice shall provide a description of the leased property, the location of same, and the automatic stay will be deemed modified to permit the respective personal property lessor to recover such leased property within ten days of the Rejection Date (the "Collection Period"). If the lessor does not retrieve its property by the end of the Collection Period, the property will be deemed abandoned without further order of this Court, free and clear of any interests, and the owner of the premises containing the property (or its designee) will be free to dispose of the property without liability to any party

4. Pursuant to section 365 of the Bankruptcy Code, the Debtors' assumption or assumption and assignment, as applicable, of any Agreement to a third party in accordance with the Assignment Procedures set forth in this Order is hereby approved.

5. Pursuant to section 365 of the Bankruptcy Code, the Debtors' rejection of any Rejected Contract in accordance with the Rejection Procedures set forth in this Order is hereby approved.

6. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors are authorized to abandon any personal property, furniture, fixtures, and/or equipment remaining at premises subject to a rejected Lease of real property in accordance with the procedures set forth in this Order.

7. For the avoidance of doubt, this Order is without prejudice to the rights of the Debtors, including, but not limited to, the right to seek further, other, or different relief regarding the Agreements pursuant to, among other things, section 365 of the Bankruptcy Code.

8. The requirement set forth in LBR 7102(b)(2) that any motion filed shall have an accompanying memorandum of law is waived.

9. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

10. GTAT is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

11. This Court retains jurisdiction with respect to all matters arising from or related to the interpretation, implementation or enforcement of this Order.

Dated: _____, 2014
Manchester, NH

CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1 TO ORDER

ASSUMPTION NOTICE

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 (____)**

:

Debtors.¹ :

:

Jointly Administered

:

-----X

**NOTICE OF ASSUMPTION OR ASSUMPTION AND ASSIGNMENT
OF CONTRACTS AND LEASES**

TO: THE PARTIES IDENTIFIED ON SCHEDULE 1 ATTACHED HERETO

PLEASE TAKE NOTICE THAT on [____], 2014, the United States Bankruptcy Court for the District of New Hampshire (the “Court”) entered the *Order Granting Debtors’ Motion Pursuant to Sections 105(a), 365(a) And 554 of the Bankruptcy Code for Entry of Order Authorizing and Approving Expedited Procedures for Assumption, Assumption and Assignment, and Rejection of Contracts and Leases of Personal and Non-Residential Real Property and Abandonment of Related Personal Property* [Docket No. __] (the “Procedures Order”).

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Procedures Order, the above-captioned debtors-in-possession (“GTAT” or the “Debtors”) hereby provide notice of its intent to assume or assume and assign the contracts or leases identified on Schedule 1. Schedule 1 identifies the proposed cure amount, if any, to be paid pursuant to 11 U.S.C. § 365(b)(1)(A) in connection with the assumption or assumption and assignment of any contract or lease, the identity of the proposed assignee of a Contract or Lease, if any, and the proposed effective date of the assumption for the lease.

PLEASE TAKE FURTHER NOTICE that any party in interest that objects to the proposed assumption or assumption and assignment, as applicable, or the proposed cure amount must file and serve a written objection so that the objection is filed with the Court and actually received by the following parties (the “Objection Notice Parties”) no later than ten days after the date on which this notice of assignment is sent to the counterparty: (a) counsel to GTAT: Paul

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Hastings LLP, 600 Travis Street, 58th Floor, Houston, TX 77002, Attn: James T. Grogan, and 75 East 55th St., New York, NY 10022, Attn: Christopher J. Fong, and Nixon Peabody, 900 Elm Street, Manchester, NH 03101, Attn: Daniel W. Sklar and Holly J. Bancroft; (b) counsel to any statutory creditors' committee appointed in these chapter 11 cases; and (c) the Office of the United States Trustee for Region 1, 1000 Elm Street, Suite 605 Manchester, NH 03101, Attn: Geraldine L. Karonis.

PLEASE TAKE FURTHER NOTICE that to the extent that any counterparty does not timely file an objection, the counterparty will be deemed to have consented to the cure amounts proposed by GTAT and the assumption or assumption and assignment, as applicable, of its agreement under the terms of this notice of assignment, and will be forever barred from objecting to the cure amount set forth on Schedule 1, if any, including, without limitation, the right to assert any additional cure amounts or any other amounts with respect to the leases and contracts to be assumed and assigned.

PLEASE TAKE FURTHER NOTICE that to the extent any objections to the proposed cure amounts for the contracts or leases are timely filed, GTAT, any proposed assignee (as applicable), and the counterparty will meet and confer in good faith to attempt resolve the objection without Court intervention. If the parties determine that the objection cannot be resolved without judicial intervention, then the dispute will be determined by the Court upon written application by either party on twenty-one days' notice, with any response to the application due fourteen days after the application is filed. GTAT or the proposed assignee, as applicable, will pay any cure amount as soon as reasonably practicable after the earliest of (i) the date on which the contracting counterparty consents in writing to the assumption or assumption and assignment, as applicable, of its agreement and to any cure amount for the agreement, (ii) the date on which the counterparty is deemed to have consented to the assumption or assumption and assignment, as applicable, of its agreement and to any cure amount for the agreement, or (iii) the date on which the Court enters an order determining the cure amount for the agreement after the notice and hearing procedure described above.

Schedule 1 to Assumption Notice

LEASES

Address of Subject Property	Landlord Name/Address	Cure Amount, If Any	Proposed Assignee, If Any	Proposed Effective Date of Assumption

CONTRACTS

Description of Contract	Contract Counterparty Name/Address	Cure Amount, If Any	Proposed Assignee, If Any	Proposed Effective Date of Assumption

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

-----X
: **Chapter 11**
: **Case No. 14-11916 (____)**
: **Jointly Administered**
: **Debtors.¹**
: **GT ADVANCED TECHNOLOGIES INC., et al.,**
: **In re:**
-----X

NOTICE OF REJECTION OF CONTRACTS AND LEASES

TO: THE PARTIES IDENTIFIED ON SCHEDULE 1 ATTACHED HERETO

PLEASE TAKE NOTICE THAT on [____], 2014, the United States Bankruptcy Court for the District of New Hampshire (the “Court”) entered the *Order Granting Debtors’ Motion Pursuant to Sections 105(a), 365(a) And 554 of the Bankruptcy Code for Entry of Order Authorizing and Approving Expedited Procedures for Assumption, Assumption and Assignment, and Rejection of Contracts and Leases of Personal and Non-Residential Real Property and Abandonment of Related Personal Property* [Docket No.____] (the “Procedures Order”).

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Procedures Order, the above-captioned debtors-in-possession (“GTAT” or the “Debtors”) hereby provide notice of its intent to reject the contracts or leases identified on Schedule 1. Pursuant to the terms of the Procedures Order, unless a written objection is filed and served in accordance with the terms of the Procedures Order, the contracts or leases will be rejected pursuant to 11 U.S.C. § 365(a), and property relating to any such leases may be abandoned pursuant to 11 U.S.C. § 554(a), effective as of (i) the effective date otherwise set forth in this notice of rejection or, if no date is listed for your lease or contract, (ii) the date of this notice of rejection (the “Rejection Date”).

PLEASE TAKE FURTHER NOTICE that if a party in interest objects to GTAT’s proposed rejection of the party’s agreement, the party must file and serve a written objection so that the objection is filed with the Court and actually received by the following parties (the “Objection Notice Parties”) no later than ten days after the date on which this notice of

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.

assignment is sent to the counterparty: (a) counsel to GTAT: Paul Hastings LLP, 600 Travis Street, 58th Floor, Houston, TX 77002, Attn: James T. Grogan, and 75 East 55th St., New York, NY 10022, Attn: Christopher J. Fong, and Nixon Peabody, 900 Elm Street, Manchester, NH 03101, Attn: Daniel W. Sklar and Holly J. Bancroft; (b) counsel to any statutory creditors' committee appointed in these chapter 11 cases; and (c) the Office of the United States Trustee for Region 1, 1000 Elm Street, Suite 605 Manchester, NH 03101, Attn: Geraldine L. Karonis.

PLEASE TAKE FURTHER NOTICE that if a timely objection to this notice of rejection is filed and received in accordance with the Procedures Order, GTAT will schedule a hearing on the objection and will provide at least five days' notice of the hearing to the objecting party and the Objection Notice Parties.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtors have deposited funds with a contract or lease counterparty as a security deposit or other arrangement, such counterparty may not setoff or otherwise use such deposit without the prior authority of the Court or agreement of the parties.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, GTAT is authorized to remove any property from the premises that are the subject of any rejected lease, consistent with GTAT's ownership rights or other property interests therein, personal property that GTAT has installed in or about the leased premises (*i.e.*, fixtures, furniture, equipment, and other property) that is either owned by GTAT, leased by GTAT from third parties, or subject to any equipment financing agreements with third parties. To the extent that GTAT determines that any interest of the Debtors in property has little or no value or that preserving the property will be more burdensome to its estates compared with the expense of removing and storing the property, GTAT is authorized to abandon, in its sole discretion, any property remaining at the premises subject to a rejected lease as of the Rejection Date. Absent a timely objection filed in accordance with the rejection procedures, the property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code as of the Rejection Date and, except as set forth above, the landlord(s) may dispose of the abandoned property without liability to any third party claiming an interest in such abandoned property.

PLEASE TAKE FURTHER NOTICE that, to the extent GTAT has proposed to reject a lease of personal property pursuant to this notice of rejection, a description of the leased property, the location of same, and the automatic stay will be deemed modified to permit the respective personal property lessor to recover such leased property within ten days of the Rejection Date (the "Collection Period"). If the lessor does not retrieve its property by the end of the Collection Period, the property will be deemed abandoned without further order of the Court, free and clear of any interests, and the owner of the premises containing such property or its designee will be free to dispose of same without liability to any party.

Schedule 1 to Rejection Notice

LEASES

Address of Subject Property	Landlord Name/Address	Effective Date of Rejection

CONTRACTS

Description of Contract	Contract Counterparty Name/Address	Effective Date of Rejection