Global A&T Electronics, Ltd.
11 Martine Avenue, 12th Floor
White Plains, New York

November 20, 2017

To: Holders of Class 3 Initial Notes Claims and
Holders of Class 4 Additional Notes Claims

On behalf of Global A&T Electronics Ltd. ("GATE") and certain of its subsidiaries (collectively, the "Debtors"), enclosed please find the *Disclosure Statement for the Debtors' Joint Chapter 11 Plan of Reorganization*, dated as of November 20, 2017 (the "Disclosure Statement"), with respect to the *Debtors' Joint Chapter 11 Plan of Reorganization*, dated as of November 20, 2017 (as may be further amended, modified, or supplemented from time to time and including all exhibits or supplements thereto, collectively, the "Plan"), and a ballot so that you may vote to accept or reject the proposed Plan. Please note, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan or the Disclosure Statement, as applicable.

THE SOLICITATION OF VOTES ON THE PLAN WITH RESPECT TO THE CLASS 3 AND CLASS 4 CLAIMS IS BEING MADE PURSUANT TO SECTION 4(A)(2) AND REGULATION D OF THE SECURITIES ACT AND ONLY FROM HOLDERS OF SUCH CLAIMS WHO ARE ACCREDITED INVESTORS AS DEFINED IN RULE 501 OF THE SECURITIES ACT. IF YOU ARE NOT AN ACCREDITED INVESTOR, YOUR VOTE WILL NOT BE COUNTED.

Please return your ballot to Prime Clerk LLC by **4:00 p.m., prevailing Eastern Time, on December 13, 2017**. Thereafter, the Debtors intend to commence voluntary cases under chapter 11 of the Bankruptcy Code and to seek to confirm the Plan at a hearing that is currently scheduled for 10:00 a.m. prevailing Eastern Time, on December 21, 2017, before the Honorable Robert D. Drain, United States Bankruptcy Judge, in courtroom 248 of the United States Bankruptcy Court, 300 Quarropas Street, White Plains, New York 10601.

The Plan provides for a comprehensive restructuring of the Debtors' obligations, preserves the going-concern value of the Debtors' business, maximizes recoveries available to all constituents, provides for an equitable distribution to the Debtors' stakeholders, and protects the jobs of more than 10,000 employees. More specifically, and as described in greater detail in the Disclosure Statement, the Plan provides for, among other things, the issuance of approximately $665 million in new 8.5% secured notes due 2022 to holders of GATE's Initial Notes (i.e., "Old" Notes) and Additional Notes (i.e., "New" Notes), the guarantee by the "UMS" business held by GATE's equity owner, UTAC Holdings Ltd., of such new secured notes, the issuance of approximately 31 percent of the common equity in UTAC Holdings Ltd. to GATE's "New" bondholders, the settlement of long-standing litigation against the Debtors and their equity sponsors, and, following the effective date, UMS and GATE will be operated by a single management team and owned by UTAC Holdings Ltd.

The Plan is consistent with the Restructuring Support Agreement, which is the product of arm's-length, good-faith negotiations over several months between the Debtors and their key stakeholders. Through the financial restructuring of the Debtors' equity and debt structures, the Plan will improve the Debtors' financial condition and overall creditworthiness and provide the Debtors with the financial flexibility and stability to grow its business going forward.

The Debtors are seeking your vote on the Plan on a "prepackaged" basis prior to filing for chapter 11, a process that the Debtors anticipate will minimize any potential disruption to their day-to-day business operations and that will expedite the duration of their chapter 11 cases.

Please review the enclosed Disclosure Statement carefully for details about voting, recoveries, the Debtors' proposed financial restructuring, the Debtors' financial performance, and other matters relevant to your decision whether to vote to accept or reject the Plan. The Debtors have established the following timetable for the solicitation process:

VOTING RECORD DATE	November 20, 2017
VOTING DEADLINE	December 13, 2017, 4:00 p.m., prevailing Eastern Time
DEADLINE TO COMMENCE CHAPTER 11 CASES UNDER THE RESTRUCTURING SUPPORT AGREEMENT	December 17, 2017
OBJECTION DEADLINE	December 19, 2017, 4:00 p.m., prevailing Eastern Time
CONFIRMATION HEARING	December 21, 2017, 10:00 a.m., prevailing Eastern Time

Sincerely,

Global A&T Electronics Ltd.,
on behalf of itself and each of the other Debtors

/s/ Michael E. Foreman

Name: Michael E. Foreman
Title: General Counsel

Global A&T Electronics Ltd.,
on behalf of itself and
each of the other Debtors

THIS SOLICITATION IS BEING CONDUCTED TO OBTAIN SUFFICIENT ACCEPTANCES OF THE DEBTORS' JOINT CHAPTER 11 PLAN OF REORGANIZATION *BEFORE* THE FILING OF VOLUNTARY REORGANIZATION CASES UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE, 11 U.S.C. §§ 101–1532 (THE "BANKRUPTCY CODE"). BECAUSE THE CHAPTER 11 CASES HAVE NOT YET BEEN COMMENCED, THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY A BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE OR AS BEING IN COMPLIANCE WITH SECTION 1126(b) OF THE BANKRUPTCY CODE. FOLLOWING COMMENCEMENT OF THE CHAPTER 11 CASES, THE DEBTORS EXPECT TO PROMPTLY SEEK ENTRY OF AN ORDER OF THE BANKRUPTCY COURT: (I) APPROVING THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION UNDER SECTION 1125(a) OF THE BANKRUPTCY CODE; (II) APPROVING THE SOLICITATION OF VOTES ON THE PLAN AS HAVING BEEN IN COMPLIANCE WITH SECTION 1126(b) OF THE BANKRUPTCY CODE; AND (III) CONFIRMING THE PLAN.

DISCLOSURE STATEMENT, DATED NOVEMBER 20, 2017

**SOLICITATION OF VOTES TO ACCEPT OR REJECT
THE DEBTORS' JOINT CHAPTER 11 PLAN OF REORGANIZATION**

YOU ARE RECEIVING THIS DOCUMENT AND THE ACCOMPANYING MATERIALS BECAUSE YOU ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.

RECOMMENDATION BY THE DEBTORS

THE DEBTORS HAVE UNANIMOUSLY APPROVED THE TRANSACTIONS CONTEMPLATED BY THE PLAN AND DESCRIBED IN THIS DISCLOSURE STATEMENT AND STRONGLY RECOMMEND THAT ALL HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED SUBMIT BALLOTS TO ACCEPT THE PLAN.

DELIVERY OF BALLOTS	
1.	Ballots and Master Ballots must be actually received by the Solicitation Agent before the Voting Deadline.
2.	Please send your completed Ballot in the provided envelope. If you received a return envelope addressed to your Nominee, please allow additional time for your vote to be included in the Master Ballot and sent to the Solicitation Agent before the Voting Deadline.
3.	Ballots and Master Ballots to be returned directly to the Solicitation Agent may also be sent by first class mail, overnight courier, hand delivery, or (with respect to the Master Ballots) via email to: **GATE Ballot Processing** **c/o Prime Clerk LLC** **830 Third Avenue, 9th Floor** **New York, NY 10022** **Email: GATEballots@primeclerk.com** If you have any questions on the procedures for voting on the Plan, please call the Solicitation Agent at either of the following telephone numbers: **855-388-4579 (Toll-Free)** **646-795-6978 (Local / International)**

PLEASE NOTE THAT THE DESCRIPTION OF THE PLAN PROVIDED THROUGHOUT THIS DISCLOSURE STATEMENT IS ONLY A SUMMARY PROVIDED FOR CONVENIENCE PURPOSES.

THE TERMS OF THE PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY WITH THE SUMMARIES CONTAINED IN THIS DISCLOSURE STATEMENT AND THE PLAN.

A COPY OF THE PLAN TO WHICH THIS DISCLOSURE STATEMENT RELATES IS ATTACHED HERETO AS EXHIBIT A.

READERS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE AND SHOULD CONSULT WITH THEIR OWN ADVISORS BEFORE CASTING A VOTE WITH RESPECT TO THE PLAN.

THE DEBTORS HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE PLAN AND THIS DISCLOSURE STATEMENT.

THE INFORMATION IN THIS DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR THE PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN OR OBJECTING TO CONFIRMATION.

ALL EXHIBITS TO THE DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THIS DISCLOSURE STATEMENT AS IF SET FORTH IN FULL IN THIS DISCLOSURE STATEMENT.

SPECIAL NOTICE REGARDING U.S. FEDERAL AND STATE SECURITIES LAWS

Neither this Disclosure Statement nor the Plan has been filed with the United States Securities and Exchange Commission (the "SEC") or any state authority. The Plan has not been approved or disapproved by the SEC

or any state securities commission, and neither the SEC nor any state securities commission has passed upon the accuracy or adequacy of this Disclosure Statement or the merits of the Plan. Any representation to the contrary is a criminal offense.

This Disclosure Statement has been prepared pursuant to sections 1125 and 1126 of the Bankruptcy Code and Bankruptcy Rule 3016(b). The securities to be issued on or after the Effective Date will not have been the subject of a registration statement filed with the SEC under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or any securities regulatory authority of any U.S. state under applicable U.S. state securities law (collectively, the "Blue Sky Laws"). The prepetition solicitation of votes on the Plan is being made in reliance on the exemption from the registration requirements of the Securities Act provided by section 4(a)(2) of the Securities Act (the "Solicitation"). After the Petition Date, the Debtors will rely on section 1145(a) of the Bankruptcy Code, and to the extent section 1145(a) is either not permitted or not applicable, section 4(a)(2) of the Securities Act and similar Blue Sky Laws provisions, to exempt from registration under the Securities Act and Blue Sky Laws the offer, issuance, and distribution of the Additional Noteholder Common Equity and the New Secured Notes under the Plan. Neither the Solicitation nor this Disclosure Statement constitutes an offer to sell or the solicitation of an offer to buy securities in any state or jurisdiction in which such offer or solicitation is not authorized.

Each Holder of an Initial Notes Claim or Additional Notes Claim will receive New Secured Notes under the Plan irrespective of whether such Holder is an Accredited Investor. However, the Debtors will not solicit acceptances of the Plan from any Holder of a Claim otherwise entitled to vote to accept or reject the Plan if such Holder is not an Accredited Investor. Each Holder of Claims that may be entitled to vote to accept the Plan will be required to certify on its ballot whether it is an Accredited Investor.

This Disclosure Statement contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Readers are cautioned that any forward-looking statements in this Disclosure Statement are based on assumptions that are believed to be reasonable, but are subject to a wide range of risks, including risks associated with the following: (a) future financial results and liquidity, including the ability to finance operations in the ordinary course of business; (b) the relationships with and payment terms provided by trade creditors; (c) additional post-restructuring financing requirements; (d) future dispositions and acquisitions; (e) the effect of competitive products, services, or procuring by competitors; (f) changes to the costs of commodities and raw materials; (g) the proposed restructuring and costs associated therewith; (h) the effect of conditions in the local, national, and global economy on the Debtors; (i) the ability to obtain relief from the Bankruptcy Court to facilitate the smooth operation of the Debtors' businesses under chapter 11; (j) the confirmation and consummation of the Plan; (k) the terms and conditions of the New Secured Notes and the Additional Noteholder Common Equity issued pursuant to the Plan; and (l) each of the other risks identified in this Disclosure Statement. Due to these uncertainties, readers cannot be assured that any forward-looking statements will prove to be correct. The Debtors are under no obligation to (and expressly disclaim any obligation to) update or alter any forward-looking statements whether as a result of new information, future events, or otherwise, unless instructed to do so by the Bankruptcy Court.

You are cautioned that all forward-looking statements are necessarily speculative, and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward-looking statements. The liquidation analysis, financial projections, and other projections and forward-looking information contained herein and attached hereto are only estimates, and the timing and amount of actual distributions to Holders of Allowed Claims and Interests, among other things, may be affected by many factors that cannot be predicted. Any analyses, estimates, or recovery projections may or may not turn out to be accurate.

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I. Executive Summary

A. Purpose of this Disclosure Statement and the Plan.

The Debtors intend to seek approval by the Bankruptcy Court of this Disclosure Statement pursuant to sections 1125 and 1126 of the Bankruptcy Code in connection with the hearing to confirm the Plan, which is attached hereto as **Exhibit A** and the terms of which are incorporated herein by reference.[1] The Plan constitutes a separate chapter 11 plan for each of the Debtors. **The summary provided in this Disclosure Statement of any documents attached to this Disclosure Statement, including the Plan, are qualified in their entirety by reference to the Plan, the exhibits, and other materials referenced in the Plan, the Plan Supplement, and the documents being summarized. In the event of any inconsistencies between the terms of this Disclosure Statement and the Plan, the Plan shall govern.**

THE DEBTORS BELIEVE THAT THE COMPROMISES AND SETTLEMENTS CONTEMPLATED BY THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF THE DEBTORS' ESTATES, AND MAXIMIZE RECOVERIES TO HOLDERS OF CLAIMS AND INTERESTS. THE DEBTORS BELIEVE THE PLAN IS THE BEST AVAILABLE ALTERNATIVE FOR IMPLEMENTING A RESTRUCTURING OF THE DEBTORS' BALANCE SHEET. THE DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

B. Overview of the Transactions Contemplated by the Plan.

The Debtors operate a global enterprise that performs assembly and testing services for customers that utilize semiconductors (*i.e.*, microchips) in a variety of products, including smartphones, tablets, personal digital assistants, Bluetooth and WiFi equipment, personal computers, and automotive, industrial, and medical applications. The Debtors manage their business enterprise from their corporate headquarters in Singapore and employ approximately 10,000 full-time employees, including highly trained engineers, technicians, and corporate, legal, and sales professionals at locations in the People's Republic of China, the Republic of China, Singapore, Thailand, and the United States. As of December 31, 2016, the Debtors generated gross revenue of approximately $688.7 million and posted earnings before interest, taxes, and amortization of approximately $189.2 million. As of August 31, 2017, the Debtors had total funded debt obligations of approximately $1.127 billion, consisting of the Initial Notes and the Additional Notes.

On November 2, 2017, the Consenting Noteholders, the Equity Parties, and the Debtors entered into the Restructuring Support Agreement, which sets forth the principal terms of the Restructuring Transactions and requires, among other things, the Consenting Noteholders and the Equity Parties to support the Plan. To implement the Restructuring Transactions contemplated by the Restructuring Support Agreement, the Debtors will commence the Chapter 11 Cases in the Bankruptcy Court after the completion the solicitation process. The Debtors will seek joint administration of the Chapter 11 Cases for procedural purposes and, upon commencement of the Chapter 11 Cases will file the Plan, this Disclosure Statement, and a motion seeking to approve this Disclosure Statement and proposed solicitation process.

As set forth Article IV.B of the Plan, the Restructuring Transactions provide for a comprehensive restructuring of Claims against and Interests in the Debtors, preserve the going-concern value of the Debtors' businesses, maximize recoveries available to all constituents, provide for an equitable distribution to the Debtors' stakeholders, and protect the jobs of the Debtors' more than 10,000 employees. More specifically, the Restructuring Transactions provide, among other things, that on the Effective Date:

- the Debtors will issue $665 million in 8.5% New Secured Notes due 2022, the terms of which are set forth in the New Indenture, and the Debtors will distribute approximately $517.64 million of the New

[1] Capitalized terms used but not otherwise defined in this Disclosure Statement have the meaning ascribed to such terms in the Plan. Additionally, this Disclosure Statement incorporates the rules of interpretation located in Article I of the Plan.

Secured Notes to the Initial Noteholders and approximately $84.9 million of the New Secured Notes to the Additional Noteholders;

- the Debtors will also distribute $8.89 million of Cash to the Initial Noteholders;
- the Debtors will distribute an additional $11.11 million of the New Secured Notes and $1.11 million of Cash to the 2014 Plaintiff Initial Noteholders;
- included in the $517.64 million of New Secured Notes that the Debtors will distribute to Initial Noteholders are $5 million of New Secured Notes that would otherwise be distributed to the Holder of the Affiliate Noteholder Notes;
- UTAC, the Debtors' ultimate equity owner, will issue common equity to the Additional Noteholders in such amount as to constitute 31% of the outstanding common equity of UTAC on a post-emergence basis, subject to dilution by any post-emergence management incentive plan adopted by UTAC, with the Affinity Entities (other than the Affiliate Noteholder) and TPG collectively holding, directly or indirectly, the other 69% of the outstanding common equity of UTAC on a post-emergence basis;
- all outstanding and undisputed General Unsecured Claims against the Debtors will be Unimpaired and unaffected by the Chapter 11 Cases, and will be paid in full in Cash;
- all Priority Tax Claims, Other Priority Claims, and Other Secured Claims shall be paid in full in Cash, or receive such other customary treatment that renders such Claims Unimpaired under the Bankruptcy Code;
- all Administrative Claims shall be paid in full in Cash, or receive such other customary treatment that renders such Claims Unimpaired under the Bankruptcy Code; *provided* that the Debtors will distribute $31.25 million in New Secured Notes to the Initial Noteholders that are Consenting Noteholders under the Restructuring Support Agreement and $25.1 million in New Secured Notes to the Additional Noteholders that are Consenting Noteholders under the Restructuring Support Agreement in full satisfaction of all Claims arising on account of the Forbearance Fee; and
- UTAC will cause UMS—which provides semiconductor testing and assembly services similar to GATE to its sole customer, Panasonic—to guarantee the New Secured Notes, and UMS and GATE will be operated by a single management team, owned by UTAC.

Initial Noteholder projected recovery under the Plan.

	Senior Secured Notes Held by Holders Receiving Treatment	**Amount of New Secured Notes**	**Cash**	**Total Projected Value Received**	**Projected Recovery**
Initial Noteholders	$625,000,000	$517,642,619.84[2]	$8,892,619.84	$526,535,239.68	84.25%

[2] Includes $5,000,000 in New Secured Notes that would otherwise be distributed to the Holder of the Affiliate Noteholder Notes.

Aggregate Recovery to Initial Noteholders	$625,000,000	$548,892,619.84[3]	$8,892,619.84	$557,785,239.68	up to 89.25%[4]
Settlement Payment to 2014 Plaintiff Initial Noteholders	$273,585,000	$11,107,380.16	$1,107,380.16	$12,214,760.32	4.46%[5]
Aggregate Recovery to 2014 Plaintiff Initial Noteholders					up to 93.71%

Additional Noteholder projected recovery under the Plan.

	Senior Secured Notes Held by Holders Receiving Treatment	**Amount of New Secured Notes**	**Total Projected Value Received**	**Projected Recovery**[6]
Additional Noteholders	$502,257,000	$84,900,000[7]	$84,900,000	16.90%
Aggregate Recovery to Additional Noteholders	$502,257,000	$110,000,000[8]	$110,000,000	19.05% to 21.90%[9]

The Debtors believe that, under the circumstances, the Restructuring Transactions contemplated by the Plan offer the best possible recovery to the Debtors' creditor body and the best possible outcome to the Debtors' constituents.

As described below, you are receiving this Disclosure Statement because you are a Holder of a Claim entitled to vote to accept or reject the Plan. **Prior to voting on the Plan, you are encouraged to read this Disclosure Statement and all documents attached to this Disclosure Statement in their entirety. As reflected in this**

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[3] Includes Forbearance Fee of $31,250,000 in New Secured Notes.

[4] Assumes all Initial Noteholders are eligible for the Forbearance Fee.

[5] Recovery percentage based on notional holdings of 2014 Plaintiff Initial Noteholders of $273,585,000.

[6] Assumes all Additional Noteholders are eligible for the Forbearance Fee.

[7] Includes $5,000,000 in New Secured Notes which are also included in the distributions to Initial Noteholders and which would otherwise be distributed to the Holder of the Affiliate Noteholder Notes.

[8] Includes Forbearance Fee of $25,100,000 in New Secured Notes.

[9] The projected Plan recovery for Holders of the Additional Notes will include both $84.9 million of New Secured Notes, the Forbearance Fee for all Additional Noteholders, and 31 percent of the New Equity. The New Secured Notes alone are valued at 19.05% to 21.90% of the Claims of Holders of the Additional Notes, assuming all Additional Noteholders are eligible for the Forbearance Fee, and the New Equity represents additional value over and above the value of the New Secured Notes.

Disclosure Statement, there are risks, uncertainties, and other important factors that could cause the Debtors' actual performance or achievements to be materially different from those they may project, and the Debtors undertake no obligation to update any such statement. Certain of these risks, uncertainties, and factors are described in Article VII of this Disclosure Statement, entitled "Risk Factors."

C. Summary of Treatment of Claims and Interests and Description of Recoveries under the Plan.

The Plan organizes the Debtors' creditor and equity constituencies into groups called "Classes." For each Class, the Plan describes: (1) the underlying Claims or Interests included in such Class; (2) the recovery available to the Holders of Claims or Interests in that Class under the Plan; (3) whether the Class is Impaired or Unimpaired under the Plan; (4) the form of consideration, if any, that Holders in such Class will receive on account of their respective Claims or Interests; and (5) whether the Holders of Claims or Interests in such Class are entitled to vote to accept or reject the Plan.

The table below provides a summary of the classification, description, and treatment of Claims and Interests under the Plan. This information is provided in summary form below for illustrative purposes only and is qualified in its entirety by reference to the provisions of the Plan. For a more detailed description of the treatment of Claims and Interests under the Plan and the sources of satisfaction for Claims and Interests, see Article IV of this Disclosure Statement, entitled "Summary of the Plan."

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Initial Notes Claims	Impaired	Entitled to Vote
Class 4	Additional Notes Claims	Impaired	Entitled to Vote
Class 5	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 6	Intercompany Interests	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 7	Interests in GATE	Unimpaired	Not Entitled to Vote (Deemed to Accept)

D. Voting on the Plan.

Certain procedures will be used to collect and tabulate votes on the Plan, as summarized in Article VI of this Disclosure Statement, entitled "Voting Instructions." You should carefully read the Voting Instructions in Article VI herein.

Only Holders of Initial Notes Claims and Additional Notes Claims, which are classified in Class 3 and Class 4 of the Plan, are entitled to vote on the Plan (collectively, the "Voting Classes"). Holders of Claims and Interests in Classes 1, 2, 5, 6, and 7 are conclusively presumed to accept the Plan because they are Unimpaired by the Plan.

The deadline to submit votes to accept or reject the Plan (the "Voting Deadline") is **4:00 p.m., prevailing Eastern Time, on December 13, 2017**. To be counted as votes to accept or reject the Plan, each ballot or master ballot (each, a "Ballot" or "Master Ballot," respectively) must be properly executed, completed, and delivered (either by using the return envelope provided or by first class mail, overnight courier, hand delivery, or email) such that it is **actually received** before the Voting Deadline by Prime Clerk LLC (the "Solicitation Agent") as follows:

DELIVERY OF BALLOTS	
1.	Ballots and Master Ballots must be actually received by the Solicitation Agent before the Voting Deadline.
2.	Please send your completed Ballot in the provided envelope. If you received a return envelope addressed to your Nominee, please allow additional time for your vote to be included in the Master Ballot and sent to the Solicitation Agent before the Voting Deadline.
3.	Ballots and Master Ballots to be returned directly to the Solicitation Agent may also be sent by first class mail, overnight courier, hand delivery, or (with respect to the Master Ballots) via email to: **GATE Ballot Processing** **c/o Prime Clerk LLC** **830 Third Avenue, 9th Floor** **New York, NY 10022** **Email: GATEballots@primeclerk.com** If you have any questions on the procedures for voting on the Plan, please call the Solicitation Agent at either of the following telephone numbers: **855-388-4579 (Toll-Free)** **646-795-6978 (Local / International)**

IF YOU HAVE ANY QUESTIONS ABOUT THE SOLICITATION OR VOTING PROCESS, PLEASE CONTACT THE SOLICITATION AGENT. ANY BALLOT OR MASTER BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE VOTING INSTRUCTIONS WILL NOT BE COUNTED EXCEPT AS DETERMINED BY THE DEBTORS WITH THE CONSENT OF THE REQUIRED CONSENTING NOTEHOLDERS, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

E. Confirmation and Consummation of the Plan.

The Confirmation Hearing is scheduled for **10:00 a.m., prevailing Eastern Time, on December 21, 2017**, at which time the Bankruptcy Court will determine whether this Disclosure Statement contains adequate information under section 1125(a) of the Bankruptcy Code, whether the Debtors' prepetition solicitation of acceptances in support of the Plan complied with section 1126(b) of the Bankruptcy Code, and whether the Plan should be confirmed in light of both the affirmative requirements of the Bankruptcy Code and objections, if any, that are timely filed, as permitted by section 105(d)(2)(B)(v) of the Bankruptcy Code. Subject to section 1127 of the Bankruptcy Code, the Plan may be modified (subject to the terms of the Restructuring Support Agreement), if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

The Confirmation Hearing may be continued from time to time without further notice other than an adjournment announced in open court or a notice of adjournment filed with the Bankruptcy Court and served on those parties who have requested notice under Bankruptcy Rule 2002 and the entities who have filed an objection to the Plan, if any, without further notice to parties in interest.

Additionally, section 1128(b) of the Bankruptcy Code provides that any party in interest may object to Confirmation. The deadline for parties in interest to file objections to the adequacy of this Disclosure Statement, the Debtors' prepetition solicitation of acceptances in support of the Plan, and Confirmation of the Plan to Confirmation is **4:00 p.m., prevailing Eastern Time, on December 19, 2017**. All such objections must be filed with the

Bankruptcy Court and served on the Debtors and certain other parties in interest in accordance with the applicable order of the Bankruptcy Court so that they are actually received before the deadline to file such objections.

1. ***Confirmation Hearing***.

At the Confirmation Hearing, the Bankruptcy Court will determine whether (a) this Disclosure Statement contains adequate information under section 1125(a) of the Bankruptcy Code, (b) the Debtors' solicitation of acceptances in support of the Plan complied with section 1126(b) of the Bankruptcy Code, and (c) the Plan should be confirmed in light of both the affirmative requirements of the Bankruptcy Code and objections, if any, that are timely filed. For a more detailed discussion of the Confirmation Hearing, see Article V of this Disclosure Statement, entitled "Confirmation of the Plan."

2. ***Effect of Confirmation and Consummation of the Plan***.

Following Confirmation, and subject to satisfaction or waiver (in accordance with the terms of Section IX.B of the Plan) of each condition precedent in Article IX of the Plan, the Plan will be consummated on the Effective Date. Among other things, on the Effective Date, certain release, injunction, exculpation, and discharge provisions set forth in Article VIII of the Plan will become effective. As such, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how Confirmation and Consummation—which effectuates such release, injunction, exculpation, and discharge provisions—will affect you and any Claim or Interest you may hold with respect to the Debtors so that you may cast your vote accordingly. These provisions are described in Article IV of this Disclosure Statement.

F. Additional Plan-Related Documents.

1. ***The Plan Supplement***.

The Debtors will file certain documents that provide more details about implementation of the Plan in the Plan Supplement. A copy of the Plan Supplement will be distributed to Holders of Claims entitled to vote to accept or reject the Plan prior to the Voting Deadline. The Plan Supplement will include:

- the New Indenture, the form of which is enclosed herewith;
- the New Shareholder Agreement, which will be provided to Holders of Claims entitled to vote on the Plan as soon as practicable;
- the organizational documents for the Reorganized Debtors to the extent that such documents are modified, which organizational documents will be provided to Holders of Claims entitled to vote on the Plan as soon as practicable;
- the identity of the members of the executive management team and the board of directors of Reorganized GATE, which information will be provided to Holders of Claims entitled to vote on the Plan as soon as practicable; and
- the Description of Restructuring Transactions, which will be provided to Holders of Claims entitled to vote on the Plan as soon as practicable.

THE FOREGOING EXECUTIVE SUMMARY IS ONLY A GENERAL OVERVIEW OF THIS DISCLOSURE STATEMENT AND THE MATERIAL TERMS OF, AND TRANSACTIONS PROPOSED BY, THE PLAN AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO, AND SHOULD BE READ IN CONJUNCTION WITH, THE MORE DETAILED DISCUSSIONS APPEARING ELSEWHERE IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED TO THIS DISCLOSURE STATEMENT, INCLUDING THE PLAN.

II. The Debtors' Business Operations and Capital Structure

A. The Debtors' Prepetition Corporate Structure.

Headquartered in Singapore, GATE and its subsidiaries provide testing and assembly services to customers that utilize semiconductor chips in a broad range of products, including smartphones, tablets, personal digital assistants, Bluetooth and WiFi equipment, personal computers, automotive applications, and industrial and medical applications. In 1997, GATE's predecessor in interest, Debtor United Test and Assembly Center Ltd. (f/k/a United Test Center Singapore Pte. Ltd.), began to offer memory test and assembly services in Singapore. Thereafter, the Debtors expanded their assembly and test operations through strategic acquisitions. In 2003, they expanded operations to Shanghai through the acquisition of Debtor UTAC (Shanghai) Co., Ltd. (the "Shanghai Debtor"). In 2005, the Debtors acquired UTAC (Taiwan) Corporation (f/k/a UltraTero Corporation) to expand their memory device capabilities. In 2006, the Debtors acquired UTAC Thai Limited (f/k/a NS Electronics Bangkok) (the "Thai Debtor") and in 2010, acquired UTAC Hong Kong Limited (f/k/a ASAT Limited), thereby expanding their analog business.

The Debtors' current corporate structure is the result of a 2007 acquisition of the GATE business by TPG and Affinity, pursuant to which GATE and its subsidiaries were acquired by UTAC. GATE is a wholly-owned subsidiary of UTAC. GATE is the primary operator of UTAC's outsourced semiconductor assembly and test ("OSAT") business through certain of its Debtor-subsidiaries (with the remainder operated through UMS, a non-Debtor subsidiary of UTAC). A diagram illustrating the current corporate structure of the Debtors is attached hereto as **Exhibit B**.

B. The Debtors' Operations.

The Debtors provide two categories of services—assembly and test services—across three product types: analog, mixed-signal and logic, and memory. Analog products are used in nearly all electronic devices. Analog integrated circuits can connect to and manipulate varying electronic signals and are most commonly used as audio-frequency and radio-frequency amplifiers. Mixed-signal integrated circuits are chips that contain both digital and analog circuits on the same chip. Mixed-signal integrated circuits are often used to convert analog signals to digital signals so that digital devices can process them. These devices are used in computers, computer networks, modem, and frequency counters. Memory integrated circuits are used to store date and are use in most products that need to store information.

1. *Assembly Services.*

The Debtors offer customers assembly services for many types of semiconductors. The Debtors' assembly services include design, modelling, prototyping, material selection and procurement, reliability testing, volume production of specific packages, and logistics services. The Debtors currently have an assembly portfolio that includes more than 1,000 types of integrated circuit packages, with industry-leading expertise in the following integrated circuit packages: quad-flat no-lead ("QFN"), copper-based technology, ultra-thin packages, power application, high-reliability automotive integrated circuit package, and "system in package" integrated circuits. Collectively, these integrated circuit packages reflect the Debtors' core competency and key niche segment, analog products, though the Debtors' assembly services include mixed-signal and logic and memory integrated circuits as well.

2. *Testing Services.*

In addition to assembly, the Debtors also provide testing services. The Debtors offer two principal types of test services: wafer probe and final test. Wafer probe refers to the test procedure carried out immediately prior to assembly. In this process, semiconductor wafers are tested to determine whether the integrated circuits that have been fabricated on it are functioning according to specifications. Integrated circuits that fail to meet specifications are marked for disposal. Final test is performed after the assembly process, on the assembled integrated circuit, to ensure that it meets the customers' requirements. Final test analyzes certain attributes of each integrated circuit against a range of key parameters predetermined by the customers.

The Debtors are seen as a leader in the high-end mixed-signal and logic testing space. Testing services are characterized by a high degree of engineering complexity and customization, and typically require extensive collaboration with customers, especially test program and development. Testing services typically offer a higher

margin than assembly services. Assembly is bundled with test service in what is called "turn-key" projects. The Debtors' business enterprise is also a leader in wafer probe services, which they provide as a standalone service. Because the Debtors only engage in either turn-key or test-only projects, their proportion of test versus assembly is higher than their competitors.

C. Sales.

The Debtors' sales are focused on four regions: the United States; China and Taiwan; the rest of Asia; and Continental Europe. The Debtors have sales and marketing professionals in each of the regions, including Debtor UGS America Sales, Inc. (located in the United States) and Debtor UGS Europe, LLC (located in Europe). In 2016, the Debtors had sales of approximately $688.7 million, which reflected a 1.4 percent increase compared to sales in 2015.

D. Intellectual Property.

Intellectual property ("IP") plays an increasing role in the semiconductor industry, and companies within that industry generally face frequent litigation regarding patent and other IP rights. The Debtors have historically been able to extend their core competency in analog products through their substantial IP portfolio. As of December 31, 2016, the Debtors had approximately 267 issued patents and 66 pending patent applications. The Debtors primarily hold patents in the United States, but also hold patents in China, Japan, Singapore, South Korea, and Taiwan. The Debtors protect their IP by, among other things, the use of confidentiality and non-disclosure agreements. The Debtors believe that they currently possess one of the strongest QFN IP portfolios in the industry, due in large part because of their acquisitions of UTAC Thai Limited and UTAC Hong Kong Limited.

E. The Debtors' Customers.

The Debtors' expertise and services accumulated through years of engineering experience has allowed them to develop long-standing and well-established relationships with customers, many of whom are leaders in their respective product categories. The average age of the Debtors' relationship with their 10 longest held customers is over 10 years. The Debtors perform assembly and testing services for customers worldwide consisting primarily of fabless companies (*i.e.*, companies without in-house assembly and testing capabilities), wafer foundries, and IDMs. Fabless companies are the Debtors' largest customer type, followed by IDMs and wafer foundries, respectively. Communications is by far the largest end-market segment for the Debtors, representing nearly half of the Debtors' 2016 revenue. From the perspective of geographic exposure, the Debtors derive approximately 75 percent of their revenue from customers in the United States, with the remaining revenue coming from customers in the Asia Pacific region and Europe.

To place an order, the Debtors' customers typically issue purchase orders reflecting the agreed pricing, quantity needed, and services required. The Debtors generally grant credit terms of 30 to 60 days to their customers. Occasionally, and as a direct result of years of underinvestment in capital expenditures, the Debtors turn away customers that request certain package types, such as the QFN package (the Debtors' main analog package) that is serviced out of the Thai Debtor's facility (the "Thai Facility"). The Thai Facility often operates at close to 100 percent utilization, which constrains the Debtors' ability to service new QFN package customers. The Debtors' other facilities are not necessarily capable of servicing every type of customer request, such as the QFN package. Historic and ongoing underinvestment in capital expenditures has limited the Debtors' ability to expand the services offered at each of their facilities.

In the OSAT industry, it is time consuming and costly to attract new customers. Customers usually require OSAT companies to pass a lengthy and rigorous qualification process, which in most cases is conducted at a significant cost to the company and the customer. This qualification process can take nine months or longer to complete. Customers may also require the companies to purchase specialized or customized equipment for their products and services. As such, customers are generally reluctant to qualify new assembly and test service providers and correspondingly, it may be difficult to attract new major customers or enter new markets. Generally, once a customer chooses an OSAT vendor, they typically stay with that vendor for subsequent future generations of the applications. Thus, turning down customers has a particularly negative impact on the Debtors, as these customers are hard to ever regain in the future.

F. The Debtors' Employees.

The Debtors employ approximately 10,402 full-time employees, of which approximately 76 percent are operations personnel, 16 percent are engineering personnel, and 8 percent are general, administrative, executive management, sales, and marketing personal.

The Debtors' management team consists of:

- **W. John Nelson**. Dr. Nelson, the chief executive officer, joined the Debtors in October 2012 with more than 30 years of experience in the semiconductor industry. Dr. Nelson earned both a Bachelor of Science degree with honors and a Ph.D. in physics from the University of Ulster, Northern Ireland.

- **Shawn Kelly**. Mr. Kelly, the interim chief financial officer, joined the Debtors in January 2015 and heads the group's corporate finance function. He has more than 15 years of experience as a financial manager in the semiconductor industry. He was vice president of finance for UTAC from 2015 to 2017, leading operations finance. Mr. Kelly holds a Bachelor of Science in Engineering from Virginia Tech and a Master of Business Administration in Finance and Operations from the College of William & Mary.

- **Michael Foreman**. Mr. Foreman, the general counsel, joined the Debtors in December 2016 after more than 30 years of corporate transactions and finance experience as a partner with three United States-based multinational law firms, and, most recently, his own boutique firm. Mr. Foreman has a JD (Juris Doctor) degree from Hofstra University School of Law, and a Bachelor of Science in Industrial and Labor Relations from Cornell University.

G. The Debtors' Prepetition Capital Structure.

1. *The Senior Secured Notes*.

In February 2013, GATE first issued the Initial Notes (*i.e.*, $625 million of the Senior Secured Notes). Thereafter, in September 2013, GATE issued the Additional Notes (*i.e.*, $502 million of the Senior Secured Notes). GATE's issuance of the Additional Notes is the subject of the N.Y. Litigation Proceedings, as discussed further below. Under the terms of the Existing Indenture, the Debtors are required to make semiannual interest payments on February 1st and August 1st each year until the Senior Secured Notes mature in February 2019. The Debtors did not make the interest payment due August 1, 2017. Interest paid in respect of these obligations amounted to $106.6 million, $115.0 million, and $114.0 million in 2014, 2105, and 2016, respectively.

2. *Letters of Credit*.

The Debtors maintain approximately 15 letters of credit to primarily address financial assurance requirements related to utility services. These letters of credit are unsecured and not cash collateralized. The Debtors have approximately 18.7 million in New Taiwan dollars and approximately 61.5 million in Thai baht in outstanding letters of credit.

3. *Other Secured Claims*.

In the ordinary course of business, the Debtors routinely transact business with a number of third-party contractors and vendors who may be able to assert liens against the Debtors and their assets if the Debtors fail to pay for the goods delivered or services rendered. To the extent such parties have valid liens, their Claims against the Debtors are Other Secured Claims.

4. *General Unsecured Claims*.

In the ordinary course, the Debtors routinely transact business with a number of third-party contractors and vendors, substantially all of which are based outside of the United States. These transactions give rise to General Unsecured Claims against the Debtors.

III. Prepetition Restructuring Efforts and Commencement of the Chapter 11 Cases

A confluence of factors contributed to the Debtors' need to commence the Chapter 11 Cases, including the unsustainability of the Debtors' current capital structure. The Debtors' cost structure has become increasingly misaligned and sales have remained depressed (exacerbated by certain foreign operations).

A. The Bondholder Litigation.

In connection with the 2007 acquisition of GATE by certain affiliates of TPG and Affinity, GATE incurred the following debt: (a) senior debt consisting of a $150 million senior revolving credit facility and a $625 million senior term loan facility (collectively, the "Pre-2013 Senior Debt");[10] and (b) junior debt consisting of a $237.5 million 11.25 percent fixed-rate loan facility and a $237.5 million floating-rate loan facility, which both automatically converted to term loans in October 2015 (collectively, the "Pre-2013 Junior Debt").[11] Holders of the Pre-2013 Senior Debt and the Pre-2013 Junior Debt entered into the Intercreditor Agreement, which made the Pre-2013 Senior Debt a first-priority obligation and the Pre-2013 Junior Debt a second-priority obligation.

GATE used the proceeds from the Initial Notes, issued February 2013, to pay off the Pre-2013 Senior Debt. Thereafter, in September 2013, as part of the Exchange, GATE offered holders of the Pre-2013 Junior Debt the Additional Notes (of approximately $502 million), which would rank *pari passu* with the Initial Notes, in exchange for the approximately $543 million of outstanding Pre-2013 Junior Debt. The Exchange eliminated the Pre-2013 Junior Debt, and participants received a consent fee and an issuance fee from GATE, which collectively totaled approximately $27.2 million. As part of the Exchange, certain amendments were made to the Existing Indenture. Following consummation of the Exchange, approximately $1.127 billion in Senior Secured Notes were issued and outstanding. Through a wholly-owned subsidiary, Affinity participated in the Exchange transaction and indirectly holds approximately $176 million of the Additional Notes.

After GATE's issuance of the Additional Notes, certain holders of the Initial Notes alleged that GATE breached various contractual provisions relating to its capital structure, and sent letters in November and December 2013 demanding that GATE rescind the Exchange Transaction or subordinate the Additional Notes.

Thereafter, in February 2014, as a result of their unmet demands regarding the Exchange, the 2014 Plaintiff Initial Noteholders filed the 2014 N.Y. Action in New York state court against GATE, several of GATE's affiliates that are guarantors under the Existing Indenture, TPG, Affinity, and a wholly-owned subsidiary of Affinity that holds approximately $176 million of the Additional Notes.

The 2014 Plaintiff Initial Noteholders assert that at the time of the Exchange, the Pre-2013 Junior Debt was impaired and "effectively unsellable" due to the GATE's deteriorating financial position and that Affinity and TPG sought to protect their own interests by causing GATE to pursue the Exchange, which resulted in severe dilution of the 2014 Plaintiff Initial Noteholders' collateral, dilution of the 2014 Plaintiff Initial Noteholders' voting rights, loss of GATE's credit cushion, and loss of the $27.2 million in fees that GATE paid to purchasers of the Additional Notes (which constituted approximately 12 percent of GATE's consolidated cash balance for the first half of 2013). The 2014 Plaintiff Initial Noteholders further allege that the Exchange violates the Existing Indenture and the Intercreditor Agreement by, among other things, conducting the transaction without their consent and granting *pari passu* priority to the Additional Notes.

Claims against the Debtors and the Equity Parties include breach of contract claims relating to the 2013 amendments to the Existing Indenture against the Debtors and the Equity Parties, breach of contract claims relating to the Intercreditor Agreement against the Debtors, the Equity Parties, and Affinity (as an indirect holder of the Additional Notes), tortious interference with the Existing Indenture and Intercreditor Agreement and unjust

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[10] GATE incurred the Pre-2013 Senior Debt to cover working capital and other expenses, pay off existing debt, and partially fund TPG and Affinity's acquisition of GATE.

[11] Through the Affiliate Noteholder, Affinity indirectly held approximately 35 percent of the Pre-2013 Junior Debt.

enrichment claims against TPG and Affinity, and declaratory relief that an event of default occurred and is continuing under the Existing Indenture.

In March 2014, the 2014 Plaintiff Initial Noteholders filed an amended complaint, which the Debtors and the Equity Parties moved to dismiss. The court granted the Debtors' and the Equity Parties' motion, and dismissed the amended complaint in its entirety in July 2015. Certain of the 2014 Plaintiff Initial Noteholders appealed, while a number of the 2014 Plaintiff Initial Noteholders withdrew from the 2014 N.Y. Action during the course of this appeal. In May 2016, and through a revised decision in September 2016, the Appellate Division of the Supreme Court of the State of New York, First Judicial Department, largely reversed the trial court's order dismissing the amended complaint.

In October 2016, the 2014 Plaintiff Initial Noteholders filed a second amended complaint. The Debtors and the Equity Parties moved to dismiss the second amended complaint due to, among other things, the 2014 Plaintiff Initial Noteholders' failure to comply with the no-action clause of the Existing Indenture. Specifically, the Debtors and the Equity Parties argued that the $240 million of Initial Notes held by the 2014 Plaintiff Initial Noteholders only accounted for approximately 21 percent of the $1.127 billion of outstanding Senior Secured Notes, thus falling short of the 25 percent no-action clause threshold. The court denied the Debtors' and the Equity Parties' motion on April 27, 2017, ruling that the 25 percent requirement should be determined by reference to the $625 million of Initial Notes issued in February 2013, without considering the $502 million of Additional Notes subsequently issued in connection with the Exchange. The Debtors and the Equity Parties timely filed a notice of appeal of the court's ruling and filed their answer on May 18, 2017. Thereafter, on May 22, 2017, the 2014 Plaintiff Initial Noteholders filed a motion for partial summary judgment.

The parties engaged in limited discovery prior to the court dismissing the 2014 Plaintiff Initial Noteholders' amended complaint in July 2015, and proceeded with discovery in October 2016 after the 2014 Plaintiff Initial Noteholders filed their second amended complaint. In particular, the parties served and responded to interrogatories and extensive document requests, negotiated a protective order and a confidentiality stipulation, and participated in meet and confer discussions.

In March 2017, certain other Initial Noteholders that were not part of the initial lawsuit (the "2017 Plaintiff Initial Noteholders") filed the 2017 N.Y. Action with substantially similar allegations related to the Exchange. The Debtors and the Equity Parties moved to dismiss the 2017 Plaintiff Initial Noteholders' second amended complaint due to, among other things, the 2017 Plaintiff Initial Noteholders' failure to comply with the no-action clause of the Existing Indenture. The Equity Parties separately argue that the unjust enrichment claim and tortious interference with contract claim in the 2017 N.Y. Action are both time-barred by the statute of limitations and that the unjust enrichment claim fails as a matter of law. In October 2017, the 2017 Plaintiff Initial Noteholders filed their opposition to the motions to dismiss.

As described below, the N.Y. Litigation Proceedings will be forever released and settled in their entirety on the Effective Date pursuant to terms of the Restructuring Support Agreement.

B. Unsustainable Leverage, Underspending in Capital Expenditures, and Liquidity Constraints.

1. *Unsustainable Leverage*.

The Debtors' total finance costs are not sustainable: in 2016, those costs totaled approximately $123.2 million, which is approximately 116.9 percent of the Debtors' gross profit from that same period. Since issuing the Senior Secured Notes in 2013, the Debtors have made interest payments totaling approximately $482 million. To help fund these payments, from 2014 and 2016, the Debtors used approximately $85 million of asset sale proceeds to support interest payments. The Debtors are leveraged well-beyond the industry norm, and the Debtors' reported interest expenses as a percentage of revenue are multiples higher than those of their competitors.

2. *Underspending in Capital Expenditures*.

The Debtors' unsustainable capital structure, including high interest expenses (relative to current rates), has resulted in the Debtors not being able to grow as originally planned. After the Debtors make the required interest payments on the Senior Secured Notes, very little, if anything, is leftover to invest in capital expenditures: the Debtors'

total finance costs in 2016 were approximately $123.2 million, which is approximately 116.9 percent of the Debtors' gross profit from that same period.

The Debtors' tight liquidity limits spending on capital expenditures, which has led to years of underinvestment, preventing the Debtors from growing and evolving to meet their customers' needs. In turn, this led to declining revenue as the Debtors financially underperformed peers due to slipping market share. Over the last three years, the Debtors' industry peers have spent around 19 percent of revenue on capital expenditures, while the Debtors have averaged less than 15 percent over the same period. The Debtors are also underspending on research and development by approximately half as compared to the industry average. Although the Debtors prudently invested in their core competencies, this underspending has resulted in the Debtors' market share decreasing from 4.3 percent in 2014 to 3.9 percent in 2016. In 2016, the Debtors' posted losses of approximately $140 million.

3. ***Liquidity Constraints***.

The Debtors' revenue decline further hurts the Debtors' liquidity profile as the existing debt and high interest expenses becomes more and more incommensurately high compared to the reduced size of the Debtors' businesses. This vicious cycle thus propagates with every financial period and interest payment.

Over the last five years, the Debtors have experienced significant liquidity constraints and volatility in revenue growth. In the 12-month period ending June 30, 2013, the Debtors lost over 20 percent of their revenue largely as a result of customer defections from the previous management team. Although the Debtors were able to modestly build up cash in 2014, the first year after the Exchange, the Debtors started to shed cash at an accelerated rate following the downturn in the market in mid-2015. Further, overall revenue decline has significantly decreased operating cash flow. All of these factors are exacerbated by the Debtors' unsustainable ongoing interest expenses associated with the Senior Secured Notes. As of December 31, 2016, the Debtors reported a consolidated cash balance of approximately $109 million, the lowest such figure has been since the Debtors' privatization in 2007. While their business has stabilized, the Debtors are still unable to return to profitability due to outsized interest expenses.

4. ***Shanghai Liquidation***.

The Debtors currently operate a facility in Shanghai, China under the Shanghai Debtor. The Shanghai Debtor historically operated a 19,000-square-foot assembly and test facility located in Shanghai (the "Shanghai Facility") pursuant to two real property leases, which leases are scheduled to expire in 2019 and 2020, respectively (collectively, the "Shanghai Leases"). Historically, the Shanghai Debtor has utilized the Shanghai Facility to assemble semiconductor components and laminate packages, including plastic ball grid array and quad flat no-lead-frame packages, and to test radio frequency, mixed-signal and logic, and power amplifier products.

The Shanghai Debtor has been losing money for years due to a perfect storm of increased costs and heightened competition that has rendered the Shanghai Facility's operations non-viable. Specifically, the Shanghai Debtor is not profitable due to, among other factors, the limited capacity of the Shanghai Facility (which restricts the Shanghai Debtor's ability to meet customer demand), the significant costs associated with operating a test and assembly facility in the pricey Shanghai metropolitan area, and the effect of a recent tax hike of nearly 67 percent (from 15 percent to 25 percent). In addition, efforts to expand the Shanghai Debtor's customer base have not succeeded due to, among other things, significant competition from other semiconductor test and assembly businesses in China and the high cost associated with acquiring new customers in the highly-competitive semiconductor test and assembly sector. Over the last couple of years, Chinese competitors of the Shanghai Debtor have been aggressively gaining market share through acquisitions and organic growth.

The financial toll that this perfect storm has taken on the Shanghai Debtor is undeniable: in 2016 alone, the Shanghai Debtor posted a loss of approximately $32 million, a trend that the Debtors do not expect to change in the foreseeable future. As a result, in early 2017, the Debtors determined, as a sound exercise of their business judgment and as part of various extensive cost reduction programs implemented across all Debtors, to wind down the Shanghai Debtor's operations to stop losses, and began to develop a plan to wind down the Shanghai Debtor's affairs. On February 13, 2017, the Debtors publicly announced their plan to cease operations at the Shanghai Facility, anticipating final revenue production completion by late 2017, and to completely wind down the Shanghai Debtor's affairs in early 2018.

The Debtors are currently in the process of winding down their Shanghai operations by, among other things, selling various assets to third parties, transferring certain assets to affiliated entities, and preparing to transition Shanghai employees elsewhere. In connection with this process, the Debtors have transferred the bulk of the Shanghai Debtor's usable equipment to the Thai Debtor for use at the Debtors' Thailand facility (the "Thailand Facility"), which the Debtors are already in the process of expanding the operations of as to concentrate their operations and take advantage of the significant economies of scale in the semiconductor industry. Additionally, Debtor UTAC Dongguan Ltd. has and will continue to serve the Shanghai Debtor's customers in China. Through this wind down, the Debtors estimate that they will decrease their annual fixed costs by approximately $7 million and annual capital expenditures by approximately $24 million—all without negatively affecting the Debtors' revenue. Accordingly, the Debtors intend to continue these wind down efforts postpetition, including soliciting bids from potentially interested parties for remaining sellable equipment.

C. Restructuring Efforts.

Together with their advisors, the Debtors engaged with the Additional Noteholder Ad Hoc Group, Dechert Initial Noteholder Ad Hoc Group, and Milbank Initial Noteholder Ad Hoc Group (collectively, the "Ad Hoc Groups") in good-faith discussions regarding various restructuring alternatives. The goal of these discussions, as explained below, was to explore all viable in-court and out-of-court restructuring alternatives that would both meaningfully deleverage the Debtors' balance sheet and provide a meaningful recovery to all stakeholders.

1. *Spring and Summer 2017 Negotiations*.

Starting in the spring of 2016, the Debtors and the Ad Hoc Groups began to explore comprehensive restructuring alternatives. To facilitate these discussions, the Debtors and certain members of the Ad Hoc Groups entered into confidentiality agreements regarding the terms of a restructuring plan to address the Debtors' capital structure. Thereafter, the Debtors and the Ad Hoc Groups engaged in efforts to reach a consensual resolution. These efforts included the exchange of diligence and in-person meetings between representatives and advisors of the Debtors and the Ad Hoc Groups.

2. *Appointment of the Independent Director*.

As part of their efforts to best evaluate and develop a value-maximizing restructuring for all stakeholders, the Debtors appointed Eugene Davis as an independent and disinterested director (the "Independent Director") to GATE's board of directors (the "Board") on July 17, 2017. Since his appointment, the Independent Director has played a key role in the restructuring negotiations and the analysis of the Plan, the Restructuring Support Agreement, and certain other related matters. The Independent Director has remained apprised of restructuring negotiations and considered all aspects of the Restructuring Support Agreement and the Plan as they were developed. Specifically, the Independent Director carefully considered the costs and benefits related to non-consensual versus consensual restructuring alternatives.

3. *The Restructuring Support Agreement*.

On August 1, 2017, the Debtors elected to not make a $56-million interest payment on the Senior Secured Notes and entered into the 30-day grace period to continue these constructive discussions with the Ad Hoc Groups. While the Debtors did not reach a comprehensive settlement before the conclusion of the grace period on August 31, 2017, the Debtors continued to engage in discussions with their stakeholders.

In September 2017, the Debtors and the Ad Hoc Groups renewed active negotiations regarding restructuring alternatives. The parties considered numerous transactions that would reduce the Debtors' outstanding debt obligations and maximize recoveries for all of the Debtors' stakeholders. As with past discussions, the parties focused their efforts on transactions that would have a minimal impact on the Debtors' customers, employees, vendors, and other stakeholders.

Ultimately, on November 2, 2017, the parties' efforts resulted in their entry into the Restructuring Support Agreement, which serves as the foundation for the Plan. A copy of the Restructuring Support Agreement is attached hereto as **Exhibit C**. As of the date hereof, the Restructuring Support Agreement is supported by approximately 95 percent of the Initial Noteholders and approximately 96 percent of the Additional Noteholders.

D. The Debtors' Proposed Disclosure Statement and Solicitation Process.

Based on the level of support for the Restructuring Support Agreement, the Debtors believe that the significant majority of the Initial Noteholders and the Additional Noteholders (the only two constituencies entitled to vote to accept or reject the Plan) will vote to accept the Plan. Accordingly, following the execution of the Restructuring Support Agreement, the Debtors prepared to commence a prepackaged solicitation of the Plan in accordance with the Restructuring Support Agreement. The solicitation schedule is set forth below.

The Debtors will seek Bankruptcy Court approval of the solicitation schedule at the outset of the Chapter 11 Cases.

Proposed Solicitation and Confirmation Timeline	
Voting Record Date	November 20, 2017
Commencement of Prepetition Solicitation	November 20, 2017
Publication of Confirmation Hearing Notice	November 21, 2017
Voting Deadline	December 13, 2017, at 4:00 p.m., prevailing Eastern Time
Anticipated Petition Date	December 17, 2017
Anticipated Confirmation Objection Deadline	December 19, 2017, 4:00 p.m., prevailing Eastern Time
Anticipated Confirmation Hearing Date	December 21, 2017 at 10:00 a.m., prevailing Eastern Time

E. The Debtors' First Day Motions and Certain Related Relief.

To minimize disruption to the Debtors' operations and effectuate the terms of the Plan, upon the commencement of the Chapter 11 Cases, the Debtors intend to file certain motions seeking various relief, including with respect to: (1) authorization to continue to use cash collateral; (2) authorization to continue utilizing the Debtors' prepetition cash management system, including with respect to intercompany transactions; (3) authorization to pay certain obligations that accrued or arose in the ordinary course of business before the Petition Date, including, among others, certain taxes and fees, certain vendor obligations, and certain insurance premiums; (4) authorization to continue certain customer programs; and (5) authorization to pay prepetition wages and certain administrative costs related to those wages. All of the relief requested by the first day motions and throughout the Chapter 11 Cases will be subject to any orders regarding the Debtors' use of cash collateral. Additionally, the Debtors intend to file motions seeking (a) entry of an order scheduling the Confirmation Hearing and approving the form of notices and procedures related thereto, (b) approving this Disclosure Statement as containing adequate information under section 1125(a) of the Bankruptcy Code, (c) approving the Solicitation Procedures, and (d) directing the U.S. Trustee not to schedule a meeting of creditors under section 341 of the Bankruptcy Code.

F. Other Requested First Day Relief and Retention Applications.

In addition, the Debtors intend to file motions and/or applications seeking certain customary relief, including an order directing the joint administration of the Chapter 11 Cases under a single docket and orders approving the retention of the Debtors' bankruptcy advisors, including Kirkland & Ellis LLP as legal counsel, Moelis & Company Asia Limited and Moelis & Company LLC as financial advisor, Alvarez & Marsal North America, LLC and Alvarez & Marsal (SE Asia) Pte. Ltd. as restructuring advisors, and Prime Clerk LLC as the Solicitation Agent.

IV. Summary of the Plan

SECTION IV OF THIS DISCLOSURE STATEMENT IS INTENDED ONLY TO PROVIDE A SUMMARY OF THE KEY TERMS, STRUCTURE, CLASSIFICATION, TREATMENT, AND IMPLEMENTATION OF THE PLAN, AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE ENTIRE PLAN AND EXHIBITS TO THE PLAN. ALTHOUGH THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT INCLUDE SUMMARIES OF THE PROVISIONS CONTAINED IN THE PLAN AND IN DOCUMENTS REFERRED TO THEREIN, THIS DISCLOSURE STATEMENT DOES NOT PURPORT TO BE A PRECISE OR COMPLETE STATEMENT OF ALL RELATED TERMS AND PROVISIONS, AND SHOULD NOT BE RELIED ON FOR A COMPREHENSIVE DISCUSSION OF THE PLAN. INSTEAD, REFERENCE IS MADE TO THE PLAN AND ALL SUCH DOCUMENTS FOR THE FULL AND COMPLETE STATEMENTS OF SUCH TERMS AND PROVISIONS. THE PLAN ITSELF (INCLUDING ATTACHMENTS) AND THE PLAN SUPPLEMENT WILL CONTROL THE TREATMENT OF HOLDERS OF CLAIMS AND INTERESTS UNDER THE PLAN. TO THE EXTENT THERE ARE ANY INCONSISTENCIES BETWEEN THIS SECTION IV AND THE PLAN (INCLUDING ANY ATTACHMENTS TO THE PLAN) AND THE PLAN SUPPLEMENT, THE PLAN AND PLAN SUPPLEMENT, AS APPLICABLE, SHALL GOVERN.

A. Plan Summary.

As set forth Article IV.B of the Plan, the Restructuring Transactions provide for a comprehensive restructuring of Claims against and Interests in the Debtors, preserve the going-concern value of the Debtors' businesses, maximize recoveries available to all constituents, provide for an equitable distribution to the Debtors' stakeholders, and protect the jobs of the Debtors' more than 10,000 employees. More specifically, the Restructuring Transactions provide, among other things, that on the Effective Date:

- the Debtors will issue $665 million in 8.5% New Secured Notes due 2022, the terms of which are set forth in the New Indenture, and the Debtors will distribute approximately $517.64 million of the New Secured Notes to the Initial Noteholders and approximately $84.9 million of the New Secured Notes to the Additional Noteholders;

- the Debtors will also distribute $8.89 million of Cash to the Initial Noteholders;

- the Debtors will distribute an additional $11.11 million of the New Secured Notes and $1.11 million of Cash to the 2014 Plaintiff Initial Noteholders;

- included in the $517.64 million of New Secured Notes that the Debtors will distribute to Initial Noteholders are $5 million of New Secured Notes that would otherwise be distributed to the Holder of the Affiliate Noteholder Notes;

- UTAC, the Debtors' ultimate equity owner, will issue common equity to the Additional Noteholders in such amount as to constitute 31% of the outstanding common equity of UTAC on a post-emergence basis, subject to dilution by any post-emergence management incentive plan adopted by UTAC, with the Affinity Entities (other than the Affiliate Noteholder) and TPG collectively holding, directly or indirectly, the other 69% of the outstanding common equity of UTAC on a post-emergence basis;

- all outstanding and undisputed General Unsecured Claims against the Debtors will be Unimpaired and unaffected by the Chapter 11 Cases, and will be paid in full in Cash;

- all Priority Tax Claims, Other Priority Claims, and Other Secured Claims shall be paid in full in Cash, or receive such other customary treatment that renders such Claims Unimpaired under the Bankruptcy Code;

- all Administrative Claims shall be paid in full in Cash, or receive such other customary treatment that renders such Claims Unimpaired under the Bankruptcy Code; *provided* that the Debtors will distribute $31.25 million in New Secured Notes to the Initial Noteholders that are Consenting Noteholders under

the Restructuring Support Agreement and $25.1 million in New Secured Notes to the Additional Noteholders that are Consenting Noteholders under the Restructuring Support Agreement in full satisfaction of all Claims arising on account of the Forbearance Fee; and

- UTAC will cause UMS—which provides semiconductor testing and assembly services similar to GATE to its sole customer, Panasonic—to guarantee the New Secured Notes, and UMS and GATE will be operated by a single management team, owned by UTAC.

B. Settlement, Release, Injunction, and Related Provisions.

1. *Compromise and Settlement of Claims, Interests, and Controversies*.

The Plan provides that, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

The global settlement incorporated into the Plan and the Restructuring Support Agreement constitutes a settlement with the Equity Parties, the Debtors, the Consenting Additional Noteholders, and the Consenting Initial Noteholders, which include all of the plaintiffs and defendants in the N.Y. Litigation Proceedings. As part of the global settlement, (i) the Sponsors will cause UTAC to contribute UMS's business to the Debtors' business, and UMS will guarantee the New Secured Notes; (ii) 31 percent of the equity in UTAC (the parent of the Debtors) will be distributed to the Additional Noteholders; (iii) $5 million of New Secured Notes that otherwise would be distributed to the Holder of the Affiliate Noteholder Notes will be distributed to Initial Noteholders; (iv) the 2014 Plaintiff Initial Noteholders will receive an additional $11,107,380 of New Secured Notes and $1,107,380.16 in Cash in settlement of the 2014 N.Y. Action; and (v) on the Effective Date, the parties to the N.Y. Litigation Proceedings will dismiss them with prejudice.

2. *Discharge of Claims*.

The Plan provides that, pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a proof of claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

3. *Release of Liens*.

The Plan provides that, except (1) with respect to the Liens securing the New Secured Notes and Other Secured Claims that are Reinstated pursuant to the Plan or (2) as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other Security Interests against any property of the Estates and, subject to the consummation of the applicable distributions contemplated in the Plan, shall be fully released and discharged, and the Holders of such mortgages, deeds of trust, Liens, pledges, or other Security Interests shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and Interest of any Holders of such mortgages, deeds of trust, Liens, pledges, or other Security Interests shall revert to the Reorganized Debtor and its successors and assigns.

4. *Debtor Release*.

The Plan provides that, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, the Debtors and their Estates, the Reorganized Debtors, and each of their respective current and former Affiliates hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases, waives, and discharges, and shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived and discharged the Released Parties from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever (including any derivative claims asserted or that may be asserted on behalf of the Debtors or their Estates or their Affiliates in their own right, whether individually or collectively, or on behalf of the Holder of any claim or interest or other |Entity, and claims and Causes of Action with respect to the Senior Secured Notes, the Exchange, and any transaction arising under, or relating to, the Intercreditor Agreement, the N.Y. Litigation Proceedings, the Restructuring, or the Plan), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, or the Reorganized Debtors, the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the business or contractual arrangement between any Debtor and any Released Party, the subject matter of, or the transactions or events giving rise to any claim or interest that is treated in the Plan, the formulation, preparation, dissemination, negotiation, of the Restructuring Support Agreement, the Plan, the Disclosure Statement, or any other action or transaction relating in any way to any of the foregoing, any contract, instrument, release, or other agreement or document related to, created or entered into in connection with the Plan, the Disclosure Statement, the Restructuring Support Agreement, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

5. *Third-Party Release*.

The Plan provides that, as of the Effective Date, for good and valuable consideration, each Releasing Party, regardless of whether any Releasing Party consents to this "Third-Party Release," to the greatest extent permitted by applicable law, hereby forever releases and discharges, and is deemed to have forever released and discharged each Released Party from any and all claims, interests, obligations, rights, suits, damages, remedies, liabilities, and Causes of Action, whether known or unknown, liquidated or contingent, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, arising from the beginning of time through the Effective Date, including, without limitation, that such Entity would have been legally entitled to assert based on or related to the N.Y. Litigation Proceedings, as well as based on or relating to, in any manner arising from, in whole or in part, the Senior Secured Notes, the Exchange, and any transactions arising under, or relating to, the Intercreditor Agreement, the Restructuring, or the Plan, as well as all other claims and Causes of Action (including claims and Causes of Action based on or relating to the Senior Secured Notes, the

Exchange, and any transactions arising under, or relating to, the Intercreditor Agreement, the N.Y. Litigation Proceedings, the Restructuring, or the Plan), whether known or unknown, including any derivative claims asserted or capable of being asserted by or on behalf of the Debtors or the Reorganized Debtors, or their Estates or Affiliates, or any other Releasing Party, as applicable, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any claim or interest, based on or relating to, or in any manner arising from or in connection with, in whole or in part, the Debtors or the Reorganized Debtors, or any other Releasing Party, the Restructuring Support Agreement, the Disclosure Statement, the Plan, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the business or contractual arrangements between any Debtor and any Released Party, the subject matter of, or the transactions or events giving rise to any claim or interest that is treated in the Plan, the formulation, preparation, dissemination, and negotiation, of the Plan, the Disclosure Statement, or any other action or transaction relating in any way to any of the foregoing, any contract, instrument, release, or other agreement or document related to, created or entered into in connection with the Plan, the Disclosure Statement, the Restructuring Support Agreement, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (2) the claims of any Initial Noteholder or Additional Noteholder against any other Initial Noteholder, Additional Noteholder, predecessor Initial Noteholder, or predecessor Additional Noteholder under any post-Exchange agreement between or among such parties and as to which the Debtors are not parties, which claims are expressly reserved.

6. *Exculpation*.

The Plan provides that, except as otherwise specifically and expressly provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, in whole or in part, the Debtors, the formulation, preparation, dissemination, negotiation, of the Restructuring Support Agreement, the Plan, the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan; *provided* that, the foregoing "Exculpation" shall be limited to the extent permitted in section 1125(e) of the Bankruptcy Code. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release or exculpate any claim relating to (1) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (2) the claims of any Initial Noteholder or Additional Noteholder against any predecessor Initial Noteholder or Additional Noteholder that is a party to any post-Exchange agreement with such Initial Noteholder or Additional Noteholder in connection with the transfer or trading of Initial Notes or Additional Notes, which claims are expressly reserved.

7. *Injunction*.

THE PLAN PROVIDES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR FOR OBLIGATIONS ISSUED OR REQUIRED TO BE PAID PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD CLAIMS

OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO THE PLAN (INCLUDING ANY CLAIMS ASSERTED IN CONNECTION WITH, OR THAT COULD HAVE BEEN ASSERTED IN CONNECTION WITH, THE N.Y. LITIGATION PROCEEDING), SHALL BE DISCHARGED PURSUANT TO THE PLAN, OR ARE SUBJECT TO EXCULPATION PURSUANT TO THE PLAN, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, OR THE RELEASED PARTIES: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS (INCLUDING WITH RESPECT TO THE EXCHANGE PURSUANT TO WHICH THE ADDITIONAL NOTES WERE ISSUED); (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR THE ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (IV) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE PROPERTY OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF RIGHT IN A DOCUMENT FILED WITH THE BANKRUPTCY COURT EXPLICITLY PRESERVING SUCH SETOFF, AND NOTWITHSTANDING AN INDICATION OF A CLAIM OR INTEREST OR OTHERWISE THAT SUCH ENTITY ASSERTS, HAS, OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO APPLICABLE LAW OR OTHERWISE; AND (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED OR SETTLED PURSUANT TO THE PLAN.

V. Confirmation of the Plan

A. The Confirmation Hearing.

At the Confirmation Hearing, the Bankruptcy Court will determine whether to approve this Disclosure Statement and whether the Plan should be confirmed in light of both the affirmative requirements of the Bankruptcy Code and objections, if any, that are timely filed. **The Confirmation Hearing may be adjourned from time to time without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or the filing of a notice of such adjournment served in accordance with the order approving the Solicitation Procedures.**

B. Deadline to Object to Approval of this Disclosure Statement and Confirmation of the Plan.

In tandem with the solicitation of votes to accept or reject the Plan, the Debtors will provide notice of the Confirmation Hearing, which notice will provide that objections to this Disclosure Statement and Confirmation of the Plan must be filed and served at or before 4:00 p.m., prevailing Eastern Time, on the December 19, 2017, 29 calendar days after the Confirmation Hearing notice is distributed. Unless objections to this Disclosure Statement or Confirmation of the Plan are timely served and filed, they may not be considered by the Bankruptcy Court.

C. Requirements for Approval of the Disclosure Statement.

Pursuant to sections 1125(g) and 1126(b) of the Bankruptcy Code, prepetition solicitation of votes to accept or reject a chapter 11 plan must comply with applicable U.S. federal or U.S. state securities laws and regulations (including the registration and disclosure requirements thereof) or, if such laws and regulations do not apply, provide "adequate information" under section 1125 of the Bankruptcy Code. At the Confirmation Hearing, the Debtors will seek a determination from the Bankruptcy Court that this Disclosure Statement satisfies sections 1125(g) and 1126(b) of the Bankruptcy Code.

D. Requirements for Confirmation of the Plan.

1. *Requirements of Section 1129(a) of the Bankruptcy Code*.

Among the requirements for Confirmation are the following: (a) the Plan is accepted by all Impaired Classes of Claims and Interests or, if the Plan is rejected by an Impaired Class, at least one Impaired Class of Claims or Interests has voted to accept the Plan and a determination that the Plan "does not discriminate unfairly" and is "fair and equitable" as to Holders of Claims or Interests in all rejecting Impaired Classes; (b) the Plan is feasible; and (c) the Plan is in the "best interests" of Holders of Impaired Claims.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that the Plan satisfies or will satisfy all of the necessary requirements of chapter 11 of the Bankruptcy Code. Specifically, in addition to other applicable requirements, the Debtors believe that the Plan satisfies or will satisfy the applicable Confirmation requirements of section 1129 of the Bankruptcy Code set forth below.

- The Plan complies with the applicable provisions of the Bankruptcy Code.
- The Debtors, as the Plan proponents, have complied with the applicable provisions of the Bankruptcy Code.
- The Plan has been proposed in good faith and not by any means forbidden by law.
- Any payment made or promised under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, will be disclosed to the Bankruptcy Court, and any such payment: (a) made before Confirmation will be reasonable; or (b) will be subject to the approval of the Bankruptcy Court as reasonable, if it is to be fixed after Confirmation.
- Either each Holder of an Impaired Claim against the Debtors will accept the Plan, or each non-accepting Holder will receive or retain under the Plan on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that the Holder would receive or retain if the Debtors were liquidated on that date under chapter 7 of the Bankruptcy Code.
- Except to the extent that the Holder of a particular Claim agrees to a different treatment of its Claim, the Plan provides that, to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, Allowed Administrative Claims and Other Priority Claims will be paid in full on the Effective Date, or as soon thereafter as is reasonably practicable.
- At least one Class of Impaired Claims will have accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in that Class.
- Confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successors thereto under the Plan.
- All fees of the type described in 28 U.S.C. § 1930, including the fees of the U.S. Trustee, will be paid as of the Effective Date.

Section 1126(c) of the Bankruptcy Code provides that a class of claims has accepted a plan of reorganization if such plan has been accepted by creditors that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class. Section 1126(d) of the Bankruptcy Code provides that a class of interests has accepted a plan of reorganization if such plan has been accepted by holders of such interests that hold at least two-thirds in amount of the allowed interests of such class.

2. *The Debtor Release, Third-Party Release, Exculpation, and Injunction Provisions*.

Article VIII of the Plan provides for releases of certain claims and Causes of Action the Debtors may hold against the Released Parties. The Released Parties are: (a) each Debtor; (b) each Reorganized Debtor; (c) each Estate; (d) each Affinity Entity, including the Affiliate Noteholder; (e) each TPG Entity; (f) Holdings; (g) UTAC; (h) UMS; (i) the defendants in the N.Y. Litigation Proceedings; (j) the Indenture Trustee; (k) the Initial Noteholders and Additional Noteholders that at any time are or were party to the Restructuring Support Agreement; and (l) with respect to each of the foregoing Entities in clauses (a) through (k), such Entity and its current and former Affiliates, and such Entities' and their current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

Article VIII of the Plan provides for releases of certain claims and Causes of Action that Holders of Claims or Interests may hold against the Released Parties in exchange for the good and valuable consideration and the valuable compromises made by the Released Parties (the "Third-Party Release"). The Holders of Claims and Interests who are releasing certain claims and Causes of Action against non-Debtors under the Third-Party Release include: (a) all Holders of Claims, regardless of whether such Holders have accepted, or are deemed to have accepted, the Plan, including, for the avoidance of doubt, all Initial Noteholders, all Additional Noteholders, and the plaintiffs in the N.Y. Litigation Proceedings; (b) each Affinity Entity, including the Affiliate Noteholder; (c) each TPG Entity; (d) Holdings; (e) UTAC; (f) UMS; (g) the defendants in the N.Y. Litigation Proceedings; (h) the Indenture Trustee; (i) each of the Debtors, the Reorganized Debtors, their Estates; and (j) with respect to each Debtor, each of the Reorganized Debtors, their Estates, and each of the foregoing Entities in clauses (a) through (h), each such Entity's current and former Affiliates, and such Entities' and their current and former Affiliates' current and former directors, managers, and officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, and subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such.

Article VIII of the Plan provides for the exculpation of each Exculpated Party for certain acts or omissions taken in connection with the Chapter 11 Cases. The released and exculpated claims are limited to those claims or Causes of Action that may have arisen in connection with, related to, or arising out of the Plan, this Disclosure Statement, or the Chapter 11 Cases. The Exculpated Parties are: (a) the Debtors; (b) any official committees appointed in the Chapter 11 Cases and each of their respective members; (c) each Affinity Entity, including the Affiliate Noteholder; (d) each TPG Entity; (e) Holdings; (f) UTAC; (g) UMS; (h) the Initial Noteholders that at any time are or were party to the Restructuring Support Agreement; (i) the Additional Noteholders that at any time are or were party to the Restructuring Support Agreement; (j) the Indenture Trustee; and (k) with respect to each of the foregoing, such entity and its current and former affiliates, and such entity's and its current and former affiliates' current and former equity holders, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

Article VIII of the Plan permanently enjoins Entities who have held, hold, or may hold Claims, Interests, or Liens that have been discharged or released pursuant to the Plan or are subject to exculpation pursuant to the Plan from asserting such Claims, Interests, or Liens against each Debtor, the Reorganized Debtors, and the Released Parties.

Under applicable law, a debtor release of the Released Parties is appropriate where the release is: (a) in the best interest of the estate; or (b) a valid exercise of the debtor's business judgement. *See, e.g.*, *In re DBSD N. Am., Inc.*, 419 B.R. 179, 217 (Bankr. S.D.N.Y. 2009), *aff'd in part*, *rev'd in part on other grounds*, 627 F.3d 496 (2d Cir. 2010). In addition, the Second Circuit carves out an exception in favor of exculpatory relief for non-debtor parties where such parties have contributed substantial consideration to the reorganization. *See In re Adelphia Commc'ns Corp.*, 368 B.R. 140, 268 (Bankr. S.D.N.Y. 2007). Finally, an injunction is appropriate where the injunction "plays an important part in the debtor's reorganization plan." *See In re Drexel Burnham Lambert Grp., Inc.*, 960 F.2d 285, 293 (2d Cir. 1992).

The Debtors believe that the releases, exculpations, and injunctions set forth in the Plan are appropriate because, among other things, the releases are narrowly tailored to the Debtors' restructuring proceedings, and each of the Released Parties has afforded value to the Debtors and aided in the reorganization process, which facilitated the Debtors' ability to propose and pursue Confirmation of the Plan. The Equity Parties' contribution of the UMS, in particular, represents a substantial contribution of consideration to the Chapter 11 Cases without which the recoveries for all Holders would be significantly diminished, and without which the Additional Noteholders may receive no recovery whatsoever. Additionally, the 2014 Plaintiff Initial Noteholders and the 2017 Plaintiff Initial Noteholders agreement to dismiss the N.Y. Litigation Proceedings in connection with the global settlement under the Plan represents a substantial contribution, as without such dismissal, the litigation surrounding the Exchange could be lengthy and costly, and require the participation of the Debtors, their employees, and/or their officers. The Debtors further believe that each of the Released Parties has played an integral role in formulating the Plan and has expended significant time and resources analyzing and negotiating the issues presented by the Debtors' prepetition capital structure and business needs. The Debtors further believe that such releases, exculpations, and injunctions are a necessary part of the Plan and a key inducement for each Released and Exculpated Party's support for the Debtors' restructuring. The Debtors will be prepared to meet their burden to establish the basis for the releases, exculpations, and injunctions for each of the Released Parties and each Exculpated Party as part of Confirmation of the Plan.

3. ***Best Interests of Creditors—Liquidation Analysis.***

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each class, that each holder of a claim or an interest in such class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtors liquidated under chapter 7 of the Bankruptcy Code.

To demonstrate compliance with the "best interests" test, the Debtors, with the assistance of their advisors, prepared the Liquidation Analysis, attached hereto as **Exhibit E**, showing that the value of the distributions provided to Holders of Allowed Claims and Interests under the Plan would be the same or greater than under a hypothetical chapter 7 liquidation. Accordingly, the Debtors believe that the Plan is in the best interests of creditors.

4. ***Feasibility/Financial Projections.***

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a chapter 11 plan of reorganization is not likely to be followed by the liquidation of the reorganized debtor or the need for further financial reorganization of the debtor, or any successor to the debtor (unless such liquidation or reorganization is proposed in the chapter 11 plan). For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed their ability to meet their obligations under the Plan. As part of this analysis, UTAC and the Debtors have prepared certain unaudited pro forma financial statements with regard to post-Effective Date UTAC (which will own the Reorganized Debtors and UMS) (the "Financial Projections"), which projections and the assumptions upon which they are based are attached hereto as **Exhibit D**. Based on these Financial Projections, UTAC and the Debtors believe the deleveraging contemplated by the Plan meets the financial feasibility requirement. Moreover, the Debtors believe that sufficient funds will exist to make all payments required by the Plan. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of section 1129(a)(11) of the Bankruptcy Code.

5. ***Acceptance by Impaired Classes.***

The Bankruptcy Code requires that, except as described in the following section, each impaired class of claims or interests must accept a plan in order for it to be confirmed. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to the class is not required. A class is "impaired" unless the plan: (a) leaves unaltered the legal, equitable, and contractual rights to which the claim or the interest entitles the holder of the claim or interest; (b) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable, or contractual rights to which such claim or interest entitles the holder of such claim or interest; or (c) provides that, on the consummation date, the holder of such claim or equity interest receives cash equal to the allowed amount of that claim or, with respect to any equity interest, any fixed liquidation preference to which the holder of such equity interest is entitled to any fixed price at which the debtor may redeem security.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of allowed claims in that class, counting only those claims that actually voted to accept or to reject the plan. Thus, a class of claims will have voted to accept the plan only if two-thirds in amount and a majority in number of creditors actually voting cast their ballots in favor of acceptance. For a class of impaired interests to accept a plan, section 1126(d) of the Bankruptcy Code requires acceptance by interest holders that hold at least two-thirds in amount of the allowed interests of such class, counting only those interests that actually voted to accept or reject the plan. Thus, a class of interests will have voted to accept the plan only if two-thirds in amount actually voting cast their ballots in favor of acceptance. The Debtors expect that the two (2) Classes eligible to vote on the Plan will overwhelmingly vote to accept the Plan in accordance with the terms of the Restructuring Support Agreement.

VI. Voting Instructions

A. Overview.

Holders of Class 3 and 4 Claims entitled to vote on the Plan should carefully review the Plan, this Disclosure Statement, and the below Voting Instructions prior to voting to accept or reject the Plan.

B. Solicitation Procedures.

1. *Solicitation Agent*.

The Debtors have engaged and will seek to retain Prime Clerk LLC to act as the Solicitation Agent in connection with the solicitation of votes to accept or reject the Plan. The Solicitation Agent will process and tabulate Ballots for each Class entitled to vote to accept or reject the Plan and will file the Voting Report as soon as practicable after the Voting Deadline.

2. *Claim Holder Solicitation Package*.

The following materials constitute the solicitation package (the "Solicitation Package") distributed to all Holders of Claims in the Voting Classes, regardless of whether such Holder is an Accredited Investor despite the fact that only Accredited Investors may vote at accept or reject the Plan:

- the Debtors' cover letter in support of the Plan;
- the appropriate Ballot or Master Ballot,[12] as applicable, and applicable voting instructions, together with a pre-addressed, postage pre-paid return envelope;
- this Disclosure Statement and all exhibits hereto, including the Plan and all exhibits thereto; and
- notice of the Confirmation Hearing.

3. *Voting Deadline*.

The period during which Ballots and Master Ballots with respect to the Plan will be accepted by the Debtors will terminate at **4:00 p.m. prevailing Eastern Time on December 13, 2017**, unless extended in accordance with the terms of the Restructuring Support Agreement. Except to the extent the Debtors so determine, with the consent of the Required Consenting Noteholders (which consent shall not be unreasonably withheld), or as permitted by the Bankruptcy Court, Ballots and Master Ballots that are received after the Voting Deadline will not be counted or

[12] In accordance with customary practice, the Master Ballot(s) will be distributed at substantially the same time as the initial distribution of Solicitation Packages.

otherwise used by the Debtors in connection with the Debtors' request for Confirmation of the Plan (or any permitted modification thereof).

The Debtors reserve the right, at any time or from time to time, with the consent, in each such case, of the Required Consenting Noteholders (which consent shall not be unreasonably withheld), to extend the period of time (on a daily basis, if necessary) during which Ballots and Master Ballots will be accepted for any reason, including determining whether or not the requisite number of acceptances have been received, by making a public announcement of such extension no later than the first Business Day following the previously-announced Voting Deadline. The Debtors will give notice of any such extension in a manner deemed reasonable to the Debtors in their discretion. There can be no assurance that the Debtors will exercise its right to extend the Voting Deadline.

4. ***Distribution of the Solicitation Package and Plan Supplement***.

The Debtors will cause the Solicitation Agent to distribute the Solicitation Package to Holders of Claims in the Voting Classes by November 20, 2017, which is 23 calendar days before the Voting Deadline.

The Solicitation Package (except the Ballots) may also be obtained from the Solicitation Agent by: (a) calling the Debtors' restructuring hotline at 855-388-4579 within the U.S. or Canada or, outside of the U.S. or Canada, by calling 646-795-6978; or (b) emailing gateballots@primeclerk.com. When the Debtors file the Chapter 11 Cases, you may also obtain copies of any pleadings filed with the Bankruptcy Court for free by visiting the Debtors' restructuring website, https://cases.primeclerk.com/gate, or for a fee at https://ecf.nysd.uscourts.gov/.

C. Voting Procedures.

November 20, 2017, (the "Voting Record Date"), is the date that was used for determining which Holders of Claims are entitled to vote to accept or reject the Plan and receive the Solicitation Package in accordance with the solicitation procedures. Except as otherwise set forth herein, the Voting Record Date and all of the Debtors' solicitation and voting procedures shall apply to all of the Debtors' creditors and other parties in interest.

For a Holder of a Claim in the Voting Classes to have such Holder's Ballot counted as a vote to accept or reject the Plan, such Holder's Ballot or Master Ballot, as applicable, must be properly completed, executed, and delivered by: (1) using the enclosed pre-paid, pre-addressed return envelope; (2) via first class mail, overnight courier, or hand delivery to the Solicitation Agent at 830 Third Avenue, 9th Floor, New York, NY 10022; or (3) with respect to the Master Ballots, via email (attaching a scanned PDF of the fully executed Ballot) to gateballots@primeclerk.com and referencing "GATE" in the subject line, so that such Holder's Ballot or Master Ballot, as applicable, is **actually received** by the Solicitation Agent before the Voting Deadline. Only Accredited Investors are entitled to vote to accept or reject the Plan. Any Ballots received from a Non-Accredited Investor will not be counted.

The Debtors are providing the Solicitation Package to: (a) Holders of Class 3 Claims and the broker, dealer, commercial bank, trust company, savings and loan, financial institution, or other such party in whose name their beneficial ownership in Class 3 Claims is registered or held of record on their behalf as of the Voting Record Date (collectively, the "Nominees"), and whose names appear as of the Voting Record Date in the records maintained by DTC; and (b) Holders of Class 4 Claims and the Nominee in whose name their beneficial ownership in Class 4 Claim is registered or held of record on their behalf as of the Voting Record Date, and whose names appear as of the Voting Record Date in the records maintained by DTC. The Debtors are providing the Solicitation Package to all Holders of Class 3 Claims and Class 4 Claims regardless of whether they are Accredited Investors. However, only votes of Accredited Investors submitted in accordance with voting procedures detailed above will be counted. Nominees should provide copies of the Solicitation Package to the beneficial owners of securities of Class 3 Claims and Class 4 Claims whose Claims have not been satisfied prior to the Voting Record Date pursuant to court order or otherwise, as reflected in the records maintained by the Nominees holding through DTC or other relevant security depository and/or the applicable indenture trustee, as of the Voting Record Date (the "Beneficial Holders"). Any Beneficial Holder of eligible Additional Notes Claims or Initial Notes Claims that has not received a Ballot should contact its Nominee or the Solicitation Agent.

If a Holder of a Claim in a Voting Class transfers all of such Claim to one or more parties on or after the Voting Record Date and before the Holder has cast its vote on the Plan, such Claim Holder is automatically deemed to have provided a voting proxy to the purchaser(s) of the Holder's Claim, and such purchaser(s) shall be deemed to

be the Holder(s) thereof as of the Voting Record Date for purposes of voting on the Plan, provided that the transfer complies with the applicable requirements under the Restructuring Support Agreement, if applicable.

Each Ballot will include a certification that the voting Holder of a Class 3 Claim and the voting Holder of a Class 4 Claim, as applicable, is an Accredited Investor. Any Ballot returned by a Holder of a Class 3 Claim or Class 4 Claim, as applicable, that does not certify it is an Accredited Investor, will not be counted for purposes of acceptance or rejection of the Plan.

BALLOTS

1. Ballots and Master Ballots must be actually received by the Solicitation Agent before the Voting Deadline.

2. Please send your completed Ballot in the envelope provided. If you received a return envelope addressed to your Nominee, please allow additional time for your vote to be included in the Master Ballot and sent to the Solicitation Agent before the Voting Deadline.

3. Ballots and Master Ballots to be returned directly to the Solicitation Agent may also be sent by first class mail, overnight courier, hand delivery, or (with respect to the Master Ballots) via email to:

GATE Ballot Processing
c/o Prime Clerk LLC
830 Third Avenue, 9th Floor
New York, NY 10022
Email: gateballots@primeclerk.com

If you have any questions on the procedures for voting on the Plan, please call the Solicitation Agent at either of the following telephone numbers:

855-388-4579 (Toll-Free)
646-795-6978 (Local / International)

IF A BALLOT OR MASTER BALLOT IS RECEIVED AFTER THE VOTING DEADLINE, IT WILL NOT BE COUNTED UNLESS THE DEBTORS, WITH THE CONSENT OF THE REQUIRED CONSENTING NOTEHOLDERS (WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD), DETERMINE OTHERWISE.

ANY BALLOT OR MASTER BALLOT THAT IS PROPERLY EXECUTED BY THE HOLDER OF A CLAIM OR INTEREST (OR NOMINEE) BUT THAT DOES NOT CLEARLY INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN OR ANY BALLOT THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED FOR PURPOSES OF ACCEPTING OR REJECTING THE PLAN.

EACH HOLDER OF A CLAIM MUST VOTE ALL OF ITS CLAIMS WITHIN A PARTICULAR CLASS EITHER TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT SUCH VOTES. BY SIGNING AND RETURNING A BALLOT OR MASTER BALLOT, EACH HOLDER OF A CLAIM (OR NOMINEE) WILL CERTIFY TO THE BANKRUPTCY COURT AND THE DEBTORS THAT NO OTHER BALLOTS WITH RESPECT TO SUCH CLAIM OR INTEREST HAVE BEEN CAST OR, IF ANY OTHER BALLOTS HAVE BEEN CAST WITH RESPECT TO SUCH CLASS OF CLAIMS, SUCH OTHER BALLOTS INDICATED THE SAME VOTE TO ACCEPT OR REJECT THE PLAN. IF A HOLDER CASTS MULTIPLE BALLOTS WITH RESPECT

TO THE SAME CLASS OF CLAIMS THE LAST SUBMITTED BALLOT WILL BE COUNTED FOR PURPOSES OF ACCEPTING OR REJECTING THE PLAN.

IT IS IMPORTANT THAT THE HOLDER OF A CLAIM IN THE VOTING CLASSES (OR NOMINEE) FOLLOW THE SPECIFIC INSTRUCTIONS PROVIDED ON SUCH HOLDER'S BALLOT OR MASTER BALLOT. IF YOU ARE RETURNING YOUR BALLOT TO YOUR NOMINEE, YOU MUST RETURN YOUR BALLOT WITH SUFFICIENT TIME FOR YOUR VOTE TO BE INCLUDED BY YOUR NOMINEE ON A MASTER BALLOT AND SENT TO THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.

1. *Beneficial Holders*.

A Beneficial Holder that is an Accredited Investor holding Class 3 Claims or Class 4 Claims as a record holder in its own name, or who has directly received a Ballot from the Solicitation Agent, should vote on the Plan by completing and signing the enclosed applicable Ballot and returning it directly to the Solicitation Agent before the Voting Deadline using the enclosed self-addressed, postage pre-paid return envelope.

Any Beneficial Holder that is an Accredited Investor holding Class 3 Claims or Class 4 Claims in a "street name" through a Nominee may vote on the Plan by one of the following two methods (as selected by such Beneficial Holder's Nominee):

- Complete and sign the enclosed Beneficial Holder Ballot. Return the Ballot to the Nominee as promptly as possible and in sufficient time to allow such Nominee to process the Ballot and return it to the Solicitation Agent on a Master Ballot before the Voting Deadline. If no self-addressed, postage pre-paid envelope was enclosed for this purpose, the Nominee must be contacted for instructions.

- Complete and sign the pre-validated Ballot (as described below) provided to the Beneficial Holder by the Nominee. The Beneficial Holder will then return the pre-validated Ballot to the Solicitation Agent before the Voting Deadline using the enclosed self-addressed, postage pre-paid envelope.

Any Ballot returned to a Nominee by a Beneficial Holder will not be counted for purposes of acceptance or rejection of the Plan until such Nominee properly completes and delivers to the Solicitation Agent that Ballot (properly validated) or a Master Ballot that reflects the vote of such Beneficial Holder. If any Beneficial Holder owns Claims through more than one Nominee, such Beneficial Holder should execute a separate Ballot for each Nominee and complete item 4 of each Beneficial Holder Ballot. The Solicitation Agent may validate the Ballot with the Nominees and, by voting, the Beneficial Holder directs the Nominees to provide any information requested to make such validation.

2. *Nominees*.

A Nominee that on the Voting Record Date is the registered Holder of a Class 3 or Class 4 Claim for a Beneficial Holder that is an Accredited Investor should obtain the vote of such Beneficial Holder of such Additional Notes Claim or Initial Notes Claim, as applicable, consistent with customary practices for obtaining the votes of securities held in a "street name," in one of the following two ways:

(a) Pre-Validated Ballots.

A Nominee may pre-validate a Ballot by: (i) signing the Ballot; (ii) indicating on the Ballot the name of the registered Holder and the amount of the Class 3 Initial Notes Claims or Class 4 Additional Notes Claims held by the Nominee; and (iii) forwarding such Ballot together with the Solicitation Package (and other materials requested to be forwarded) to the Beneficial Holder for voting. The Beneficial Holder must then review and complete the information requested in the Ballot, including a certification that such Beneficial Holder is an Accredited Investor, and return the Ballot directly to the Solicitation Agent in the pre-addressed, postage pre-paid envelope (or as otherwise noted above) so that it is received by the Solicitation Agent before the Voting Deadline. A list of the Beneficial Holders to whom "pre-validated" Ballots were delivered should be maintained by the Nominee for inspection for at least on year from the Voting Deadline.

(b) Master Ballots.

A Nominee may obtain the votes of Beneficial Holders that are Accredited Investors by forwarding to the Beneficial Holders the unsigned Ballots, together with this Disclosure Statement, a return envelope provided by, and addressed to, the Nominee, and other materials requested to be forwarded. Each such Beneficial Holder must then indicate its vote on the Ballot, review and complete the information requested in the Ballot including a certification that such Beneficial Holder is an Accredited Investor, execute the Ballot, and return the Ballot to the Nominee. After collecting the Ballots, the Nominee should, in turn, complete a Master Ballot compiling the votes and other information from the Ballot, execute the Master Ballot, and deliver the Master Ballot to the Solicitation Agent so that it is received by the Solicitation Agent before the Voting Deadline. All Ballots returned by Beneficial Holders should either be forwarded to the Solicitation Agent (along with the Master Ballot) or be retained by Nominees for inspection for at least one year from the Voting Deadline.

EACH NOMINEE SHOULD ADVISE ITS BENEFICIAL HOLDERS TO RETURN THEIR BALLOTS TO THE NOMINEE BY A DATE CALCULATED BY THE NOMINEE TO ALLOW IT TO PREPARE AND RETURN THE MASTER BALLOT TO THE SOLICITATION SO THAT IT IS RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.

D. Voting Tabulation.

The Ballot and/or Master Ballot do not constitute, and shall not be deemed to be, a Proof of Claim or an assertion or admission of a Claim. Only Holders of Claims in the Voting Classes shall be entitled to vote with regard to such Claims.

Unless the Debtors, with the consent of the Required Consenting Noteholders (which consent shall not be unreasonably withheld), decide otherwise, Ballots and Master Ballots received after the Voting Deadline may not be counted. A Ballot or Master Ballot will be deemed delivered only when the Solicitation Agent actually receives the executed Ballot or Master Ballot as instructed in the applicable voting instructions. No Ballot or Master Ballot should be sent to the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.

The Bankruptcy Code may require the Debtors to disseminate additional solicitation materials if the Debtors make material changes to the terms of the Plan or if the Debtors waive a material condition to Confirmation of the Plan. In that event, the solicitation will be extended to the extent directed by the Bankruptcy Court.

To the extent there are multiple Claims or Interests within the Voting Classes, the Debtors may, in their discretion, and to the extent possible, aggregate the Claims or Interests of any particular Holder within a Voting Class for the purpose of counting votes.

In the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected.

The following additional procedures shall apply with respect to tabulating, as applicable, Ballots and Master Ballots:

- votes cast by Holders of public securities through Nominees will be applied to the applicable positions held by such Nominees as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a Nominee shall not be counted in excess of the amount of public securities held by such Nominee as of the Voting Record Date;

- if conflicting votes or "over-votes" are submitted by a Nominee, the Solicitation Agent shall use reasonable efforts to reconcile discrepancies with the Nominee;

- if over-votes are submitted by a Nominee which are not reconciled prior to the preparation of the certification of vote results, the votes to accept and to reject the Plan shall be approved in the same

proportion as the votes to accept and to reject the Plan submitted by the Nominee, but only to the extent of the Nominee's Voting Record Date position in the public securities;

- for the purposes of tabulating votes, each Beneficial Holder shall be deemed (regardless of whether such Holder includes interest in the amount voted on its Ballot) to have voted only the principal amount of its public securities; any principal amounts thus voted will be thereafter adjusted by the Solicitation Agent, on a proportionate basis with a view to the amount of securities actually voted, to reflect the corresponding claim amount, including any accrued but unpaid prepetition interest, with respect to the securities thus voted; and

- the following Ballots and Master Ballots will not be counted in determining the acceptance or rejection of the Plan: (1) any Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the Holder or Beneficial Holder(s), as applicable; (2) any Ballot or Master Ballot cast by a person or entity that does not hold a Claim that is entitled to vote on the Plan; (3) any unsigned Ballot or Master Ballot; (4) any Ballot or Master Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan; and (5) any Ballot or Master Ballot received after the Voting Deadline, unless otherwise determined by the Debtors, with the consent of the Required Consenting Noteholders (which consent shall not be unreasonably withheld).

The Debtors will file with the Bankruptcy Court, as soon as practicable after the Petition Date, the Voting Report prepared by the Solicitation Agent. The Voting Report shall, among other things, delineate every Ballot or Master Ballot that does not conform to the voting instructions or that contains any form of irregularity (each, an "Irregular Ballot"), including those Ballots or Master Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, or damaged. The Solicitation Agent will attempt to reconcile the amount of any Claim reported on a Ballot or Master Ballot with the records of the applicable Nominee, if applicable, or in the alternative with the Debtors' records, but in the event such amount cannot be timely reconciled without undue effort on the part of the Solicitation Agent, the amount shown in the records of the Nominee, if applicable, or the Debtors' records shall govern. The Voting Report also shall indicate the Debtors' intentions with regard to such Irregular Ballots. Neither the Debtors nor any other Person or Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots or Master Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification.

VII. Risk Factors

BEFORE TAKING ANY ACTION WITH RESPECT TO THE PLAN, HOLDERS OF CLAIMS AGAINST THE DEBTORS WHO ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN SHOULD READ AND CONSIDER CAREFULLY THE RISK FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT, THE PLAN, AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH, REFERRED TO, OR INCORPORATED BY REFERENCE INTO THIS DISCLOSURE STATEMENT, INCLUDING OTHER DOCUMENTS FILED WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES. THE RISK FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES OR THE RESTRUCTURING AND CONSUMMATION OF THE PLAN. EACH OF THE RISK FACTORS DISCUSSED IN THIS DISCLOSURE STATEMENT MAY APPLY EQUALLY TO THE DEBTORS AND THE REORGANIZED DEBTORS, AS APPLICABLE AND AS CONTEXT REQUIRES.

A. Risks Related to the Restructuring.

1. *The Debtors Will Consider All Available Restructuring Alternatives if the Restructuring Transactions are Not Implemented, and Such Alternatives May Result in Lower Recoveries for Holders of Claims Against and Interests in the Debtors.*

There can be no assurance that the Debtors will be able to effectuate the Plan. If the Plan is not consummated, the Debtors will consider all other restructuring alternatives available at that time. Any alternative restructuring proposal may be on terms less favorable to Holders of Claims against and Interests in the Debtors than the terms of the Plan as described in this Disclosure Statement.

Any material delay in the Confirmation of the Plan, or the Chapter 11 Cases, or the threat of rejection of the Plan by the Bankruptcy Court, would add substantial expense and uncertainty to the process.

The uncertainty surrounding a prolonged restructuring would also have other adverse effects on the Debtors. For example, it would also adversely affect:

- the Debtors' liquidity;
- how the Debtors' business is viewed by regulators, investors, lenders, and credit ratings agencies;
- the Debtors' enterprise value; and
- the Debtors' business relationship with their customers.

2. ***Foreign Administration Proceeding Risk***.

The Restructuring Support Agreement and the implementation of the Plan does not require or contemplate an administration proceeding, scheme of arrangements, liquidation, or similar proceeding for the Debtors in the Cayman Islands, Singapore, or any other jurisdiction outside of the United States that the Debtors are based out of, operate in, or otherwise have connections to. However, it is possible that a party may commence such an administration proceeding, scheme of arrangements, or similar proceeding in addition to or in the absence of Confirmation of the Plan, or despite the occurrence of the Effective Date of the Plan. The commencement of any one of these proceedings could materially and adversely affect the distributions available under the Plan to Holders of Claims against the Debtors.

3. ***Even if the Restructuring Transactions are Successful, the Debtors Will Continue to Face Risks***.

The Restructuring Transactions are generally designed to reduce the amount of the Debtors' cash interest expense and improve the Debtors' liquidity and financial and operational flexibility to generate long-term growth. Even if the Restructuring Transactions are implemented, the Debtors will continue to face a number of risks, including certain risks that are beyond the Debtors' control, such as changes in economic conditions, changes in the Debtors' industry, changes in commodity prices, as well as the Debtors' reliance on their continued business relationships with their primary customers. Additionally, because many of the Debtors' creditors and customers are located in non-U.S. jurisdictions, such parties may not be subject to the jurisdiction of the Bankruptcy Court or other courts in the United States, and may attempt to terminate their contracts with the Debtors or otherwise take actions against the Debtors or the Debtors' assets in contravention of the Bankruptcy Code or orders of the Bankruptcy Court. Any such termination or renegotiation of contracts, unfavorable cost increases, or loss of revenue could have a material adverse consequences on the Debtors' financial condition and business operations. As a result of these risks and others, there is no guarantee that the Restructuring Transactions will achieve the Debtors' stated goals.

4. ***Risks Related to the New Secured Notes and the Additional Noteholder Common Equity.***

The following are some of the risks that apply to Holders of the Senior Secured Notes who become Holders of the New Secured Notes and/or the Additional Noteholder Common Equity pursuant to the Plan. There are additional risk factors attendant to ownership of the New Secured Notes and the Additional Noteholder Common Equity that Holders of the Senior Secured Notes should consider before deciding whether to vote to accept or reject the Plan.

(a) The Consideration Under the Plan Does Not Reflect any Independent Valuation of Claims against in the Debtors.

The Debtors have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration under the Plan.

(b) The Rights and Responsibilities of Holders of the Additional Noteholder Common Equity Will Be Governed by Singapore Law and Will Differ in Some Respects From the Rights and Responsibilities of Shareholders Under United States Law.

UTAC's corporate affairs are governed by Singapore law. The substantive law of Singapore is based on English common law with the addition of local statutes that have changed and modernized the common law in many respects. UTAC is incorporated under the Companies Act of Singapore. Accordingly, each Holder of an Additional Notes Claim is encouraged to review the New Shareholder Agreement and consult with Singaporean counsel regarding such matters.

(c) The New Secured Notes Will Have a Later Maturity Than the Senior Secured Notes and Any Holder of Initial Notes Claims or Additional Notes Claims May Increase Their Risk That the Debtors Will Be Unable to Repay or Refinance the New Secured Notes When They Mature.

If the Plan is implemented, following the Effective Date, the New Secured Notes will have a later maturity than the Senior Secured Notes. Holders of Initial Notes Claims or Additional Notes Claims will be exposed to the risk of nonpayment on the New Secured Notes for a longer period than under the Senior Secured Notes.

(d) The Reorganized Debtors May Not Be Able to Generate or Receive Sufficient Cash to Service Their Debt and May Be Forced to Take Other Actions to Satisfy their Obligations, Which May Not Be Successful.

The Reorganized Debtors' ability to make scheduled payments on their debt obligations depends on their financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business, and other factors beyond the Reorganized Debtors' control. The Reorganized Debtors may not be able to maintain a level of cash flow sufficient to permit them to pay the principal, premium, if any, and interest on their debt, including the New Secured Notes.

If cash flows and capital resources are insufficient to fund the Reorganized Debtors' debt obligations, they could face substantial liquidity problems and might be forced to reduce or delay investments and capital expenditures, or to dispose of assets or operations, seek additional capital or restructure or refinance debt, including the New Secured Notes. These alternative measures may not be successful, may not be completed on economically attractive terms, or may not be adequate to satisfy their debt obligations when due.

Further, if the Reorganized Debtors suffer or appear to suffer from a lack of available liquidity, the evaluation of their creditworthiness by counterparties and rating agencies and the willingness of third parties to do business with them could be adversely affected.

(e) The New Secured Notes Will Be Secured Only to the Extent of the Value of the Assets Granted as Security for the New Secured Notes. The Fair Market Value of the Reorganized Debtors Upon Any Foreclosure May Not Be Sufficient to Repay the Holders New Secured Notes in Full.

The New Secured Notes will generally be secured on a first-priority basis on the collateral securing such notes (the "Noteholder Collateral"). The fair market value of the Noteholder Collateral may not be sufficient to repay the New Secured Notes. The fair market value of the Noteholder Collateral is subject to fluctuations based on factors that include, among other things, a decline in revenue in the Reorganized Debtors' businesses. The amount to be received by creditors upon a sale of any Noteholder Collateral would be dependent on numerous factors, including the value obtainable by selling the Noteholder Collateral at the time, general market and economic conditions, and the timing and the manner of the sale.

In the event a subsequent bankruptcy or similar proceeding is commenced by or against the Reorganized Debtors, holders of the New Secured Notes may be deemed to have an unsecured claim if the Reorganized Debtors' have obligations under future senior secured indebtedness, to the extent permitted by the New Indenture, that exceed the value of the Noteholder Collateral. Upon a finding in such a subsequent proceeding that the New Secured Notes are under-collateralized, the claims in the bankruptcy proceeding with respect to such debt instrument, absent an

election by the Holders of the New Secured Notes pursuant to section 1111(b) of the Bankruptcy Code (or a similar provision of another applicable restructuring law), would be bifurcated between a secured claim and an unsecured claim, and the unsecured claim would not be entitled to the benefits of security in the Noteholder Collateral. Additionally, some or all accrued but unpaid interest may be disallowed in any bankruptcy proceeding.

The security interest granted in favor of the security agent under the New Secured Notes is subject to practical problems generally associated with the realization of security interests in collateral. For example, the security agent may need to obtain the consent of a third party to obtain or enforce a security interest in a contract, and the Debtors cannot assure holders of the New Secured Notes that the security agent will be able to obtain any such consent. The consents of any third parties may not be given when required to facilitate a foreclosure on any particular assets. Accordingly, the security agent may not have the ability to foreclose upon such assets, and the value of the Noteholder Collateral may significantly decrease.

(f) A Decline in the Reorganized Debtors' Credit Ratings Could Negatively Affect the Debtors' Ability to Refinance Their Debt.

The Debtors' or the Reorganized Debtors' credit ratings could be lowered, suspended, or withdrawn entirely, at any time, by the rating agencies, if, in each rating agency's judgment, circumstances warrant, including as a result of exposure to the credit risk and the business and financial condition of the Debtors or the Reorganized Debtors, as applicable. Downgrades in the Reorganized Debtors' long-term debt ratings may make it more difficult to refinance their debt and increase the cost of any debt that they may incur in the future.

(g) The New Indenture Governing the New Secured Notes Contains Covenants Limiting the Financial and Operating Flexibility of the Reorganized Debtors.

The New Indenture contains covenants that will restrict the ability of the Reorganized Debtors to, engage in activities that may be in their long-term interests. For example, there are covenants, subject to certain thresholds or exceptions, on them against:

- creating liens on assets;
- making investments, loans or advances;
- incurring additional indebtedness;
- effecting mergers or consolidation;
- selling assets or entering into sale and leaseback transactions;
- paying dividends and distributions, repurchasing share capital or making other restricted payments; and
- entering into transactions with affiliates.

Any defaults of covenants contained in the New Indenture may lead to an event of default under the New Secured Notes and the New Indenture and to cross-defaults under certain other indebtedness which the Reorganized Debtors may enter into in the future. The Reorganized Debtors may not be able to pay any amounts due to the holders of the New Secured Notes or the lenders under such other future indebtedness in the event of such default and such default may result in such creditors taking enforcement action against the collateral securing such indebtedness, which in turn could significantly impair the ability of the Reorganized Debtors to satisfy their obligations under the New Secured Notes.

(h) The New Secured Notes are Obligations of a Holding Company that has no Independent Operations and is Dependent on its Subsidiaries for Cash.

Reorganized GATE is a holding company and its investments in its operating subsidiaries constitute all of its assets. Its subsidiaries conduct all of its operations and own substantially all of its assets. As a result, Reorganized GATE must rely on dividends and other advances and transfers of funds from its subsidiaries to meet its debt service

and other obligations. The ability of its subsidiaries to pay dividends or make other advances and transfers of funds will depend on their respective results of operations and may be restricted by, among other things, the availability of funds, the terms of various credit arrangements entered into by such subsidiaries, as well as statutory and other legal restrictions.

The laws that govern dividend distribution in the different jurisdictions where the Reorganized Debtors operate could change and the ability of Reorganized GATE's subsidiaries to distribute and repatriate dividends to Reorganized GATE could be further restricted in the future. Accordingly, Reorganized GATE might not have sufficient cash flows from distributions by its subsidiaries and affiliates to satisfy its obligations in respect of the New Secured Notes. Any shortfall would have to be paid from other sources of cash, such as a sale of assets or any financing available to us.

(i) If Payments with Respect to the New Secured Notes are Reduced by the Foreign Account Tax Compliance Act Withholding, Holders of the New Secured Notes will not be Compensated for the Withheld Amount.

Pursuant to the Foreign Account Tax Compliance Act ("FATCA"), certain issuers of debt instruments and financial intermediaries may be required to withhold U.S. tax on payments on such debt instruments and the gross proceeds from the disposition of such debt instruments. Based on current guidance and the expected operations of the Reorganized Debtors, it is expected that payments made by Reorganized GATE on the New Secured Notes generally will not be subject to FATCA withholding. However, the United States Internal Revenue Service's (the "IRS") guidance with respect to these rules is only preliminary, and the scope of these rules remains unclear and potentially subject to material changes. Even if FATCA withholding were otherwise applicable to the New Secured Notes, notes issued prior to the date that is six months after the date on which applicable final regulations are filed generally would be "grandfathered" unless materially modified after such date. Non-U.S. governments may enter into agreement with the IRS to implement FATCA in a manner that alters the rules described herein. Holders of New Secured Notes should consult their own tax advisors on how these rules may apply to their investment in the New Secured Notes. In the event any withholding under FATCA is required or advisable with respect to any payments on the New Secured Notes, there will be no additional amounts payable to compensate for the withheld amount.

(j) Enforcing your Rights as a Holders of the New Secured Notes or under the New Secured Note Guarantees across Multiple Jurisdictions may be Difficult.

The New Secured Notes will be issued by a Cayman Islands entity and will be guaranteed by certain of Reorganized GATE's subsidiaries and affiliates in multiple jurisdictions other than the United States. In the event of bankruptcy, insolvency or a similar event, proceedings could be initiated in any of these jurisdictions or in the jurisdiction of organization of a future subsidiary guarantor. Your rights under the New Secured Notes, and the New Secured Note Guarantees will therefore be subject to the laws of multiple jurisdictions, and you may not be able to enforce effectively your rights in multiple bankruptcy, insolvency and other similar proceedings. Moreover, such multi-jurisdictional proceedings are typically complex and costly for creditors and often result in substantial uncertainty and delay in the enforcement of creditors' rights. In addition, the bankruptcy, insolvency, foreign exchange, administration, and other laws of the various jurisdictions may be materially different from or in conflict with one another and those of the United States, including in respect of creditors' rights, priority of creditors, the ability to obtain post-petition interest, and the duration of the insolvency proceeding. The consequences of the multiple jurisdictions involved in the transaction could trigger disputes over which jurisdiction's law should apply which could adversely affect your ability to enforce your rights and to collect payment in full under the New Secured Notes and the New Secured Note Guarantees.

(k) The New Secured Notes will Initially be Held in Book-entry Form and therefore you must Rely on the Procedures of the Relevant Clearing Systems to Exercise any Rights and Remedies.

Unless and until notes in definitive registered form, or definitive registered notes, are issued in exchange for book-entry interests (which may only occur in limited circumstances), owners of book-entry interests will not be considered owners or noteholders. DTC (or its nominee) will be the sole registered holder of global notes representing the New Secured Notes and beneficial interests in the New Secured Notes sold in offshore transactions will be held through Euroclear and/or Clearstream (as an indirect participant in DTC). After payment to the registered holder, the

Reorganized Debtors will have no responsibility or liability for the payment of interest, principal or other amounts to the owners of book-entry interests. Accordingly, if you own a book-entry interest, you must rely on the procedures of DTC, Euroclear, and/or Clearstream, and if you are not a participant in DTC, Euroclear, and/or Clearstream, on the procedures of the participant through which you own your interest, to exercise any rights and obligations of a holder of the New Secured Notes under the New Indenture.

Unlike noteholders themselves, owners of book-entry interests will not have any direct rights to act upon solicitations for consents, requests for waivers or other actions from noteholders. Instead, if you own a book-entry interest, you will be permitted to act only to the extent you have received appropriate proxies to do so from DTC, Euroclear, and/or Clearstream or, if applicable, from a participant. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable you to vote on any matters on a timely basis.

Similarly, upon the occurrence of an event of default under the New Indenture, unless and until definitive registered notes are issued in respect of all book-entry interests, if you own a book-entry interest, you will be restricted to acting through DTC, Euroclear, and/or Clearstream. The Debtors cannot assure you that the procedures to be implemented through DTC, Euroclear, and/or Clearstream will be adequate to ensure the timely exercise of rights under the New Secured Notes.

(l) The Terms of the Plan Supplement Documents Are Subject to Change Based on Negotiations and the Approval of the Bankruptcy Court.

The terms of the documents to be included in the Plan Supplement, including the New Indenture (the form of which is enclosed herewith) and the New Shareholders Agreement, have not been finalized and are subject to change based on negotiations in accordance with the Restructuring Support Agreement. Holders of Claims that are not the Consenting Noteholders will not participate in these negotiations and the results of such negotiations may affect the rights of parties in interest following the Effective Date.

(m) The Additional Noteholder Common Equity may be held in a trust.

The Plan contemplates that the Additional Noteholder Common Equity to be distributed to the Additional Noteholders, other than the Affiliate Noteholders and the members of the Additional Noteholder Ad Hoc Group, may, in accordance with the New Shareholders Agreement, be held in trust or similar structure on behalf of such Holders. The New Shareholders Agreement remains subject to change based on negotiations in accordance with the Restructuring Support Agreement. Accordingly, your Additional Noteholder Common Equity may be put in a trust, which would result in you holding an indirect equity interest in UTAC.

5. ***Risks Related to Confirmation and Consummation of the Plan***.

(a) The Restructuring Support Agreement May Be Terminated.

As more fully set forth in Section 8 of the Restructuring Support Agreement, the Restructuring Support Agreement may be terminated upon the occurrence of certain events, including, among others, the Debtors' failure to meet specified milestones relating to the filing, confirmation, and consummation of the Plan, and the breaches by the Debtors, the Sponsors, and/or the Consenting Noteholders of their respective obligations under the Restructuring Support Agreement. For example, the Restructuring Support Agreement is subject to termination by the Consenting Noteholders if the Effective Date has not occurred on or before the date that is 90 days after the Confirmation of the Chapter 11 Cases. In the event that the Restructuring Support Agreement is terminated, the Debtors may seek a non-consensual restructuring alternative, including a potential liquidation of their assets.

(b) The Debtors May Not Be Able to Secure Confirmation.

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the bankruptcy court that: (i) the plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (ii) the plan is not likely to be followed by a liquidation or a need for further financial reorganization unless liquidation or reorganization is contemplated by the plan; and (iii) the value of distributions to non-accepting holders of claims and interests within a particular class under

the plan will not be less than the value of distributions such holders would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims and Interests will receive with respect to their Allowed Claims and Interests, as applicable. The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any modifications could result in a less favorable treatment of any Class than the treatment currently provided in the Plan, such as a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan.

(c) Conditions Precedent to Confirmation May Not Occur.

As more fully set forth in Article IX of the Plan, the occurrence of the Effective Date is subject to a number of conditions precedent. If each condition precedent to the Effective Date is not met or waived, the Effective Date will not take place. In the event that the Plan is not consummated, the Debtors may seek Confirmation of a new plan. If the Debtors do not secure sufficient working capital to continue their operations or if the new plan is not confirmed, however, the Debtors may be forced to liquidate their assets.

(d) Parties in Interest May Object to the Plan's Classification of Claims and Interests.

Section 1122 of the Bankruptcy Code provides that a plan may place a Claim or an Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests, as applicable, in such Class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

(e) Parties in Interest May Object to the Releases Contained in the Plan.

Confirmation is also subject to the Bankruptcy Court's approval of the settlement, release, injunction, and related provisions described in Article VIII of the Plan. Certain creditors may assert that the Debtors cannot demonstrate that they meet the standards for approval of releases, exculpations, and injunctions established by the United States Court of Appeal for the Second Circuit.

(f) The Debtors' Historical Financial Information May Not Be Comparable to the Financial Information of the Reorganized Debtors.

As a result of Consummation and the transactions contemplated thereby, the financial condition and results of operations of the Reorganized Debtors from and after the Effective Date may not be comparable to the financial condition or results of operations reflected in the Debtors' historical financial statements.

(g) The Effective Date May Not Occur.

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur.

B. Risk Related to Recoveries Under the Plan.

1. *The Debtors May Not Be Able to Achieve Their Projected Financial Results or Meet Their Post-Restructuring Debt Obligations*.

The Financial Projections represent management's best estimate of the future financial performance of the Debtors or the Reorganized Debtors, as applicable, based on currently known facts and assumptions about future operations of the Debtors or the Reorganized Debtors, as applicable, as well as the U.S. and world economy in general and the industry segments in which the Debtors operate in particular. There is no guarantee that the Financial

Projections will be realized, and actual financial results may differ significantly from the Financial Projections. To the extent the Reorganized Debtors do not meet their projected financial results or achieve projected revenues and cash flows, the Reorganized Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date, may be unable to service their debt obligations as they come due, or may not be able to meet their operational needs, all of which may negatively affect the value of the New Secured Notes and the Additional Noteholder Common Equity. Further, a failure of the Reorganized Debtors to meet their projected financial results or achieve projected revenues and cash flows could lead to cash flow and working capital constraints, which constraints may require the Debtors to seek additional working capital. The Reorganized Debtors may be unable to obtain such working capital when it is required, or may only be able to obtain such capital on unreasonable or cost prohibitive terms. For example, the Reorganized Debtors may be required to take on additional debt, the interest costs of which could adversely affect the results of the operations and financial condition of the Reorganized Debtors, and also have a negative effect on the value of the New Secured Notes and the Additional Noteholder Common Equity. As discussed more fully below, if the Reorganized Debtors are unable to maintain their existing business relationships with their primary customers, the value of the New Secured Notes and the Additional Noteholder Common Equity, as well as the Reorganized Debtors' business operations and financial health, could be adversely affected.

2. ***Estimated Valuations of the Debtors, the New Secured Notes, and the Additional Noteholder Common Equity, and Estimated Recoveries to Holders of Allowed Claims and Interests Are Not Intended to Represent Potential Market Values***.

The Debtors' estimated recoveries to Holders of Allowed Claims and Allowed Interests are not intended to represent the market value of the Debtors' securities. The estimated recoveries are based on numerous assumptions (the realization of many of which will be beyond the control of the Debtors), including: (a) the successful reorganization of the Debtors; (b) an assumed date for the occurrence of the Effective Date; (c) the Debtors' ability to achieve the operating and financial results included in the Financial Projections; (d) the Debtors' ability to maintain adequate liquidity to fund operations; (e) the assumption that capital and equity markets remain consistent with current conditions; and (f) the Debtors' ability to maintain critical existing customer relationships.

3. ***Certain Tax Implications of the Debtors' Bankruptcy and Reorganization May Increase the Tax Liability of the Reorganized Debtors***.

Holders of Allowed Claims and Allowed Interests should carefully review Section IX of this Disclosure Statement, entitled "Certain U.S. Federal Tax Consequences of the Plan," to determine how the tax implications of the Plan and the Chapter 11 Cases may adversely affect the Debtors.

C. Risk Factors Related to the Business Operations of the Debtors and the Reorganized Debtors.

1. ***The Debtors Will File Voluntary Petitions for Relief Under Chapter 11 of the Bankruptcy Code and Will Be Subject to the Risks and Uncertainties Associated with Any Chapter 11 Restructuring***.

For the duration of the Chapter 11 Cases, the Debtors' operations and the Debtors' ability to execute their business strategy will be subject to the risks and uncertainties associated with bankruptcy. These risks include, among other things:

- the Debtors' ability to obtain approval of the Bankruptcy Court with respect to pleadings filed in the Chapter 11 Cases from time to time;
- the Debtors' ability to obtain creditor and Bankruptcy Court approval for, and then to consummate, the Plan to emerge from bankruptcy;
- the occurrence of any event, change, or other circumstance that could give rise to the termination of the Restructuring Support Agreement;
- the Debtors' ability to obtain and maintain normal trade terms with service providers and maintain contracts that are critical to their operations;

- the Debtors' ability to attract, motivate, and retain key employees;
- the Debtors' ability to attract and retain customers; and
- the Debtors' ability to fund and execute their business plan.

2. ***Risks Related to Technology Development***.

The semiconductor assembly and test market is characterized by rapid technological change and increasing complexity. The Debtors must be able to offer their customers assembly and test services in line with technological advancements in the semiconductor industry. If the Debtors fail to anticipate technological trends, keep up with advanced assembly and test service technology, and acquire or access technology developed by others in a timely manner, they may not be able to produce advanced products at competitive prices, could lose their existing customers, or may fail to acquire potential customers demanding these advanced services. The Debtors could also miss opportunities to benefit from the higher average selling prices that tend to be derived from newer and emerging assembly and test services. In order to remain competitive, the Debtors must be able to upgrade or migrate their testing equipment to respond to changing technological requirements. In addition, if the Debtors invest in anticipation of technological changes that do not materialize, they may be unable to recover the costs of such investments. There is also a risk that the Debtors' competitors may adopt new technology before they do, in which case the Debtors' customers may use the services of their competitors instead of their services, which could have an adverse impact on their business, results of operations and prospects.

3. ***Risks Related to Increased Costs***.

A number of materials used in the Debtors' assembly services are commodities and their prices fluctuate from time to time. In particular, gold is one of the principal materials used in the Debtors' assembly services, the average cost of which has fluctuated significantly in the recent past. From time to time, the Debtors enter into derivative contracts to partially manage their exposure to fluctuating gold prices through gold forward contracts if the opportunity arises. There is no assurance that these hedging arrangements will provide adequate protection and it is possible that they may incur losses under these arrangements in the future as a result of fluctuations in gold prices. There can also be no assurance that the price of gold will continue to decrease. In the event that the price of gold increases, the Debtors may attempt to negotiate pricing increments with their customers but there is no assurance that they will be able to successfully offset such increases in gold prices whether partially or at all.

Employee compensation expenditures (including direct and indirect labor) for the Debtors' assembly and test business have also increased due to wage inflation and the expansion of their workforce. The expenses that the Debtors incur for the electricity and utilities for their facilities are also significant and may increase if the Debtors' energy conservation efforts do not fully offset any increase in costs. In addition, certain of the Debtors' manufacturing facilities located in countries which historically had lower utilities costs may experience an increase in its utilities costs if the relevant local government ceases to subsidize energy costs or increase its energy tariffs.

The Debtors may attempt to pass on increased prices of materials and components, and increased costs in labor and energy, to their customers, but there can be no assurance that such efforts will be successful. If the Debtors are unable to pass on such increased prices and costs or successfully reduce or mitigate such increases, the Debtors' business, financial condition, and results of operations could be adversely affected.

4. ***Risks Related to Third-Party Suppliers***.

The Debtors depend on third-party suppliers located in Asia for the materials and components such as gold, copper, substrates, lead-frames, molding compound, and epoxy required for the Debtors' assembly services. There are a limited number of suppliers that possess the technical capability to supply certain materials and components in the semiconductor industry. The Debtors have entered into purchase agreements with all their preferred suppliers and the Debtors generally purchase their materials on a short-term basis through the issuance of purchase orders. Although the Debtors have in place alternative suppliers for a majority of their materials and components, they cannot assure you that their primary and alternative suppliers will not become insolvent, experience financial difficulties, or be adversely affected by natural disasters. Moreover, the Debtors may not be able to obtain materials and components

from alternative suppliers at acceptable prices or in sufficient quantities or acceptable quality or terms. Any such difficulties could have a material adverse effect on the Debtors' business, financial condition and results of operations.

5. ***Risks Related to Exchange Rates***.

The Debtors' sales are generally denominated in U.S. dollars, and their operating expenses are generally incurred in U.S. dollars, Singapore dollars, Thai Baht, New Taiwan dollars, Chinese Renminbi, Japanese Yen, and other currencies. The Debtors' capital expenditures, which include investments in property, plant and equipment, are generally denominated in U.S. dollars and Japanese Yen. As a result, the Debtors could be adversely affected by significant fluctuations in foreign currency exchange rates. Although the Debtors also may from time to time enter into hedging agreements with banks for a proportion of their net currency requirements, a depreciation of the U.S. dollar against the Singapore dollar, the Thai Baht and other currencies in which the Debtors incur expenses may increase their costs and, consequently, have a material adverse effect on their results of operations and financial condition.

6. ***Regulatory Risks***.

The Debtors operate in a number of countries that have a reputation for presenting business ethics and corruption risks. The Debtor's business in those counties, as well as their relationships and dealing with third parties, expose the Debtors to potential risks and liability under anti-corruption laws. Although the Debtors are committed to doing business in accordance with all applicable anti-corruption laws, there remains a continued risk that the Debtors, their affiliated entities, or their respective officers, directors, employees, and agents may take actions determined to be in violation of relevant anti-corruption laws. Any violation of anti-corruption or other laws could result in substantial fines, sanctions, civil, and/or criminal penalties, curtailment of operations in certain jurisdictions, and could adversely affect the Debtors' business, results of operations, financial condition or prospects.

D. Miscellaneous Risk Factors and Disclaimers.

1. ***The Financial Information Is Based On the Debtors' Books and Records and, Unless Otherwise Stated, No Audit Was Performed***.

In preparing this Disclosure Statement, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to assure the accuracy of the financial information provided in this Disclosure Statement, and while the Debtors believe that such financial information fairly reflects their financial condition, the Debtors are unable to warrant or represent that the financial information contained in this Disclosure Statement (or any information in any of the exhibits to this Disclosure Statement) is without inaccuracies.

2. ***No Legal or Tax Advice Is Provided By this Disclosure Statement***.

This Disclosure Statement is not legal advice to any person or Entity. The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each reader should consult its own legal counsel and accountant with regard to any legal, tax, and other matters concerning its Claim or Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote to accept or reject the Plan or whether to object to Confirmation.

3. ***No Admissions Made***.

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any Entity (including the Debtors) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, the Reorganized Debtors, Holders of Allowed Claims or Interests, or any other parties in interest.

4. ***Failure to Identify Litigation Claims or Projected Objections***.

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim is, or is not, identified in this Disclosure Statement. The Debtors may seek to investigate, file, and prosecute

Claims and may object to Claims after Confirmation and Consummation of the Plan, irrespective of whether this Disclosure Statement identifies such Claims or objections to Claims.

5. ***Information Was Provided By the Debtors and Was Relied Upon By the Debtors' Advisors.***

Counsel to and other advisors retained by the Debtors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although counsel to and other advisors retained by the Debtors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement and the exhibits to the Disclosure Statement, they have not independently verified the information contained in this Disclosure Statement or the information in the exhibits to this Disclosure Statement.

6. ***No Representations Outside this Disclosure Statement Are Authorized.***

Any representations or inducements made to secure voting Holders' acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by voting Holders in arriving at their decision. Voting Holders should promptly report unauthorized representations or inducements to counsel to the Debtors and the Office of the United States Trustee for the Southern District of New York.

VIII. Important Securities Laws Disclosures

A. Plan Securities.

The Plan provides for the Reorganized Debtors to distribute the New Secured Notes and the Additional Noteholder Common Equity to Holders of Allowed Claims in Class 3 and Class 4, as applicable. The Debtors believe that the New Secured Notes and the Additional Noteholder Common Equity may constitute "securities" as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and all applicable state Blue Sky Laws.

B. Issuance and Resale of the New Secured Notes and the Additional Noteholder Common Equity Under the Plan.

1. ***Exemptions from Registration Requirements of the Securities Act and State Blue Sky Laws.***

The Debtors are relying on exemptions from the registration requirements of the Securities Act, including section 4(a)(2) thereof, to exempt the offer of the New Secured Notes and the Additional Noteholder Common Equity that may be deemed to be made pursuant to the prepetition solicitation of votes on the Plan. To ensure that the prepetition solicitation is exempt from the registration requirements of the Securities Act, the Ballots include a certification that the voting holder of such Claims is an "accredited investor."

The Debtors will rely on section 1145(a) of the Bankruptcy Code, to the extent permitted, to exempt from registration under the Securities Act and Blue Sky Laws the offer, issuance, and distribution of the Additional Noteholder Common Equity and the New Secured Notes under the Plan. Section 1145 of the Bankruptcy Code provides that the registration requirements of section 5 of the Securities Act (and any applicable state Blue Sky Laws) shall not apply to the offer or sale of stock, options, warrants, or other securities by a debtor if: (x) the offer or sale occurs under a plan of reorganization; (y) the recipients of the securities hold a claim against, an interest in, or claim for administrative expense against, the debtor; and (z) the securities are issued in exchange for a claim against or interest in a debtor or are issued principally in such exchange and partly for cash and property. To the extent section 1145(a) is either not permitted or not applicable, the Debtors will rely on section 4(a)(2) of the Securities Act and similar Blue Sky Laws provisions.

In reliance upon these exemptions, the offer, issuance and distribution of the New Secured Notes and the Additional Noteholder Common Equity will not be registered under the Securities Act or any applicable state Blue Sky Laws.

The Debtors believe that the issuance of the New Secured Notes and the Additional Noteholder Common Equity to Holders of Allowed Claims in Class 3 and Class 4, as applicable, will be covered by section 1145 of the Bankruptcy Code unless the holder is an "underwriter" (as discussed below) with respect to such securities, as that term is defined in 1145 of the Bankruptcy Code. Accordingly, New Secured Notes and Additional Noteholder

Common Equity issued pursuant to section 1145 of the Bankruptcy Code may generally be resold without registration under the Securities Act or other federal securities laws. In addition, the New Secured Notes and Additional Noteholder Common Equity governed by section 1145 of the Bankruptcy Code generally may be able to be resold without registration under applicable state Blue Sky Laws pursuant to various exemptions provided by the respective Blue Sky Laws of those states; however, the availability of such exemptions cannot be known unless individual state Blue Sky Laws are examined. Recipients of the New Secured Notes and Additional Noteholder Common Equity are advised to consult with their own legal advisors as to the availability and applicability of section 1145 of the Bankruptcy Code to the New Secured Notes and the Additional Noteholder Common Equity and any other potential exemption from registration under the Securities Act or applicable state Blue Sky Laws in any given instance and as to any applicable requirements or conditions to such availability.

2. ***Restrictions on Resales of New Secured Notes and Additional Noteholder Common Equity by Holders of Allowed Claims in Class 3 and Class 4, as applicable; Definition of Underwriter.***

If section 1145(a) of the Bankruptcy Code is unavailable because the recipient of New Secured Notes or Additional Noteholder Common Equity, as applicable, is an "underwriter" as defined under Section 1145(b)(1) of the Bankruptcy Code, such securities will be issued pursuant to Section 4(a)(2) of the Securities Act. As discussed below, securities issued pursuant to Section 4(a)(2) of the Securities Act may not generally be resold absent an exemption from the registration requirements of the Securities Act.

Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as one who, except with respect to "ordinary trading transactions of an entity that is not an issuer": (a) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (b) offers to sell securities offered or sold under a plan for the holders of such securities; (c) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (1) with a view to distribution of such securities and (2) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (d) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a Person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

The definition of an "issuer," for purposes of whether a Person is an underwriter under section 1145(b)(1)(D) of the Bankruptcy Code, by reference to section 2(a)(11) of the Securities Act, includes as "statutory underwriters" all persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. The reference to "issuer," as used in the definition of "underwriter" contained in section 2(a)(11) of the Securities Act, is intended to cover "controlling persons" of the issuer of the securities. "Control," as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be a "controlling Person" of such debtor or successor, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor's or its successor's voting securities. In addition, the legislative history of section 1145 of the Bankruptcy Code may suggest that a creditor who owns 10 percent or more of a class of voting securities of a reorganized debtor may be presumed to be a "controlling Person" and, therefore, an underwriter.

Whether any particular Person would be deemed to be an "underwriter" (including whether such Person is a "controlling Person") with respect to the New Secured Notes or the Additional Noteholder Common Equity would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any Person would be deemed an "underwriter" with respect to the New Secured Notes or the Additional Noteholder Common Equity and, in turn, whether any Person may freely resell such New Secured Notes or Additional Noteholder Common Equity. The Debtors recommend Holders of Allowed Claims in Class 3 and Class 4 that are potential recipients of the New Secured Notes or the Additional Noteholder Common Equity consult their own counsel concerning their ability to freely trade such securities without registration under the federal and applicable state Blue Sky Laws.

Securities issued pursuant to section 4(a)(2) of the Securities Act will be "restricted securities" within the meaning of Rule 144 under the Securities Act. Such "restricted securities" may not generally be resold absent an

exemption from the registration requirements of the Securities Act. Under certain circumstances, New Secured Notes or shares of Additional Noteholder Common Equity deemed to be "restricted securities" may be resold pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act. Generally, Rule 144 of the Securities Act would permit the public sale of such securities after a specified holding period if current information regarding the issuer is publicly available and certain other conditions are met, and, if the seller of such securities is an affiliate of the issuer, if volume limitations and manner of sale requirements are met.

IN VIEW OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A RECIPIENT OF SECURITIES MAY BE AN UNDERWRITER OR AN AFFILIATE OF THE REORGANIZED DEBTORS, THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING THE RIGHT OF ANY PERSON TO TRADE IN SECURITIES TO BE DISTRIBUTED PURSUANT TO THE PLAN. ACCORDINGLY, THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF SECURITIES CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES.

IX. Certain U.S. Federal Tax Consequences of the Plan

A. Introduction.

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to the Debtors, the Reorganized Debtors, and to certain U.S. Holders (defined below) of Claims. The following summary does not address the U.S. federal income tax consequences to Holders of Claims not entitled to vote to accept or reject the Plan. Additionally, the following summary assumes that UTAC is not a "controlled foreign corporation" within the meaning of section 957 of the Internal Revenue Code of 1986, as amended (the "IRC"). This summary is based on the IRC, the U.S. Treasury Regulations promulgated thereunder, judicial authorities, published administrative positions of the U.S. Internal Revenue Service (the "IRS"), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. No opinion of counsel has been obtained and the Debtors do not intend to seek a ruling from the IRS as to any of the tax consequences of the Plan discussed below. The discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein. This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtors or to certain Holders of Claims in light of their individual circumstances. This discussion does not address tax issues with respect to such Holders of Claims subject to special treatment under the U.S. federal income tax laws (including, for example, banks, governmental authorities or agencies, subchapter S corporations, dealers and traders in securities, insurance companies, financial institutions, tax exempt organizations, small business investment companies, foreign taxpayers, Persons who are related to the Debtors within the meaning of the IRC, Persons using a mark-to-market method of accounting, Holders of Claims who are themselves in bankruptcy, and regulated investment companies and those holding, or who will hold, Claims, the New Common Stock, or the Secured Notes, as part of a hedge, straddle, conversion, or other integrated transaction). No aspect of state, local, estate, gift, or non-U.S. taxation is addressed. In addition, this summary does not address the Medicare tax on net investment income. Furthermore, this summary assumes that a Holder of a Claim holds only Claims in a single Class and holds Claims as "capital assets" (within the meaning of section 1221 of the IRC). This summary also assumes that the various debt and other arrangements to which the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form.

For purposes of this discussion, a "U.S. Holder" or "Holder" is a holder that is: (1) an individual citizen or resident of the United States for U.S. federal income tax purposes; (2) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia; (3) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (4) a trust (A) if a court within the United States is able to exercise primary jurisdiction over the trust's administration and one or more United States persons has authority to control all substantial decisions of the trust or (B) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person.

If a partnership (or an entity or arrangement that is classified as a partnership for U.S. federal income tax purposes) is a beneficial owner of Claims, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partner and the partnership. Partnerships and partners in such partnerships that beneficially own Claims are urged to consult their tax advisors regarding the U.S. federal income tax consequences of the Plan.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL, AND NON-U.S. TAX CONSEQUENCES OF THE PLAN.

B. Certain U.S. Federal Income Tax Consequences of the Plan to the Debtors and the Reorganized Debtors.

As GATE is incorporated in, and is a tax resident of, the Cayman Islands, we do not anticipate U.S. federal income tax consequences to GATE as a result of the reorganization.

C. Certain U.S. Federal Income Tax Consequences of the Plan to U.S. Holders of Claims.

1. *Consequences to U.S. Holders of Initial Notes Claims*.

Pursuant to the Plan, each U.S. Holder of an Initial Notes Claim will receive New Secured Notes and Cash. Pursuant to the Plan, the 2014 Plaintiff Initial Noteholders will receive additional New Secured Notes and Cash. While not free from doubt, we have assumed that the additional New Secured Notes and Cash received by the 2014 Plaintiff Initial Noteholders will be treated as paid to the 2014 Plaintiff Initial Noteholders from the Debtors in consideration for their Initial Note Claims. 2014 Plaintiff Initial Noteholders are urged to consult their tax advisors regarding the receipt of the additional New Secured Notes and Cash. The extent to which the Holder of such Initial Notes Claim recognizes gain or loss as a result of the exchange of its Claim depends, in part, on whether the exchange qualifies as an exchange of stock or securities pursuant to a tax-free reorganization, which in turn depends on whether both the debt underlying the Initial Notes Claim that was surrendered and the New Secured Notes received in exchange are treated as "securities" for purposes of the reorganization provisions of the IRC.

Whether a debt instrument constitutes a "security" for U.S. federal income tax purposes is determined based on all the relevant facts and circumstances, but most authorities have held that the length of the term of a debt instrument is an important factor in determining whether such instrument is a security for U.S. federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that it is a security. There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the security for payment, the creditworthiness of the obligor, the subordination or lack thereof to other creditors, the right to vote or otherwise participate in the management of the obligor, convertibility of the instrument into an equity interest of the obligor, whether payments of interest are fixed, variable, or contingent, and whether such payments are made on a current basis or accrued. If the Debtors are required to take a position for U.S. federal income tax purposes, the Debtors expect to take the position that both the Initial Notes and the New Secured Notes are securities. GATE expects to make an election to be treated as an entity disregarded as separate from UTAC for U.S. federal income tax purposes. As a result of this election, to the extent the Debtors are required to take a position for U.S. federal income tax purposes, the Debtors expect to take the position that the deemed transfer of GATE's assets to UTAC together with the distribution of the New Secured Notes and Cash to holders of Initial Notes Claims, and New Secured Notes and Additional Noteholder Common Equity to holders of Additional Notes Claims, qualify as a tax-free reorganization pursuant to Section 368(a)(1)(G) of the Code for U.S. federal income tax purposes.

The expected U.S. federal income tax consequences applicable to the U.S. Holders of Initial Notes Claims (i) in the event both the Initial Notes and the New Secured Notes are treated as securities and (ii) in the event either the Initial Notes or the New Secured Notes (or both) are not treated as securities are described below.

(a) Treatment of a U.S. Holder of an Initial Notes Claim If Both the Initial Notes and the New Secured Notes Are Treated As Securities.

If both the Initial Notes and the New Secured Notes are treated as securities, a U.S. Holder of Initial Notes Claims that exchanges Initial Notes for New Secured Notes and Cash should recognize gain but not loss on the exchange in an amount equal to the lesser of (i) the amount of gain realized by the Holder on the exchange (if any) and (ii) the amount of Cash received in the exchange. The amount of gain realized by a U.S. Holder on the exchange should be equal to the positive difference, if any, between (i) the sum of (A) the issue price of the New Secured Notes received in exchange and (B) the amount of Cash received in the exchange and (ii) the U.S. Holder's adjusted tax basis in the Initial Notes surrendered in the exchange. To the extent that a portion of the consideration received in exchange for its Initial Notes Claim is allocable to accrued but untaxed interest, the Holder may recognize ordinary income. See discussion of "Accrued Interest" and "Market Discount" in Article IX.C.4 and Article IX.C.5, respectively, of this Disclosure Statement.

A U.S. Holder's tax basis in the New Secured Notes received in the exchange generally should be equal to its adjusted tax basis in the Initial Notes surrendered in the exchange, decreased by the amount of the Cash received in the exchange, if any, and increased by the amount of gain recognized by the U.S. Holder on the exchange, if any. In addition, a U.S. Holder's holding period in the New Secured Notes received in the exchange should generally include its holding period in the Initial Notes surrendered in the exchange.

(b) Treatment of a U.S. Holder of an Initial Notes Claim If the Initial Notes or the New Secured Notes Are Not Treated as Securities.

If either the Initial Notes or the New Secured Notes (or both) are not treated as securities, a U.S. Holder of an Initial Notes Claim should be treated as exchanging its Initial Notes Claim for the New Secured Notes and the Cash in a fully taxable exchange. A U.S. Holder of an Initial Notes Claim who is subject to this treatment should recognize gain or loss equal to the difference between (a) the sum of the issue price of the New Secured Notes and the amount of Cash received and (b) the Holder's adjusted tax basis in its Initial Notes Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder, the nature of the Claim in such Holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the Holder has previously claimed a bad debt deduction with respect to its Claim. If recognized gain is capital gain, it generally would be long-term capital gain if the Holder held its Initial Notes Claim for more than one year at the time of the exchange. The deductibility of capital losses is subject to certain limitations as discussed below. To the extent that a portion of the consideration received in exchange for its Initial Notes Claim is allocable to accrued but untaxed interest, the Holder may recognize ordinary income. See discussion of "Accrued Interest" and "Market Discount" in Article IX.C.4 and Article IX.C.5, respectively, of this Disclosure Statement. A Holder's tax basis in the New Secured Notes should be equal to their issue price on the Effective Date. A Holder's holding period for the New Secured Notes received on the Effective Date should begin on the day following the Effective Date.

2. ***Consequences to U.S. Holders of Additional Notes Claims***.

Pursuant to the Plan, each U.S. Holder of Additional Notes Claims will receive New Secured Notes and Additional Noteholder Common Equity in exchange for its Additional Notes Claim. The extent to which the Holder of such Additional Notes Claim recognizes gain or loss as a result of the exchange of its Claim for New Secured Notes and Additional Noteholder Common Equity depends, in part, on whether the exchange qualifies as an exchange of stock or securities pursuant to a tax-free reorganization, which in turn depends on whether the debt underlying the Additional Notes Claim that was surrendered and/or the New Secured Notes received in exchange are treated as "securities" for purposes of the reorganization provisions of the IRC.

Whether a debt instrument constitutes a "security" for U.S. federal income tax purposes is determined based on all the relevant facts and circumstances, but most authorities have held that the length of the term of a debt instrument is an important factor in determining whether such instrument is a security for U.S. federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that it is a security. There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the security for payment, the creditworthiness of the obligor, the subordination or lack thereof to other creditors, the right to vote or otherwise

participate in the management of the obligor, convertibility of the instrument into an equity interest of the obligor, whether payments of interest are fixed, variable, or contingent, and whether such payments are made on a current basis or accrued. If the Debtors are required to take a position for U.S. federal income tax purposes, the Debtors expect to take the position that both the Additional Notes and the New Secured Notes are securities. GATE expects to make an election to be treated as an entity disregarded as separate from UTAC for U.S. federal income tax purposes. As a result of this election, to the extent the Debtors are required to take a position for U.S. federal income tax purposes, the Debtors expect to take the position that the deemed transfer of GATE's assets to UTAC together with the distribution of the New Secured Notes and Cash to holders of Initial Notes Claims, and New Secured Notes and Additional Noteholder Common Equity to holders of Additional Notes Claims, qualify as a tax-free reorganization pursuant to Section 368(a)(1)(G) of the Code for U.S. federal income tax purposes.

Pursuant to the Plan, Additional Noteholder Common Equity that is to be distributed to Additional Noteholders (other than the Affiliate Noteholder and the members of the Additional Noteholder Ad Hoc Group) may instead be distributed to a trust or similar structure formed for the benefit of such Additional Noteholders. In such case, the tax consequences of the receipt and ownership of Additional Noteholder Common Equity by such Additional Noteholders may differ from the tax consequences described above and below under "--Ownership and Disposition of UTAC Equity).

The expected U.S. federal income tax consequences applicable to the Holders of Additional Notes Claims (i) in the event both the Additional Notes and the New Secured Notes are treated as securities and (ii) in the event either the Additional Notes or the New Secured Notes (or both) are not treated as securities are described below.

(a) Treatment of a U.S. Holder of an Additional Notes Claim If Both the Additional Notes and New Secured Notes Are Treated As Securities.

If both the Additional Notes and the New Secured Notes are treated as securities, a U.S. Holder that exchanges Additional Notes for New Secured Notes and Additional Noteholder Common Equity should not recognize gain or loss on the exchange except to the extent that a portion of the consideration received in exchange for its Additional Notes Claim is allocable to accrued but untaxed interest, in which case the Holder may recognize ordinary income. See discussion of "Accrued Interest" in Article IX.C.4 of this Disclosure Statement.

A U.S. Holder's tax basis in the New Secured Notes and the Additional Noteholder Common Equity received in the exchange generally should be equal to its adjusted tax basis in the Additional Notes surrendered in the exchange, allocated between the New Secured Notes and Additional Noteholder Common Equity in proportion to their relative fair market values In addition, a U.S. Holder's holding period in the New Secured Notes and Additional Noteholder Common Equity received in the exchange should generally include its holding period in the Additional Notes surrendered in the exchange.

(a) Treatment of a U.S. Holder of an Additional Note Claim If the Additional Notes Are Treated as Securities but the New Secured Notes Are Not Treated as Securities

If the Additional Notes are treated as securities, but the New Secured Notes Are Not Treated As Securities, a U.S. Holder that exchanges Additional Notes for New Secured Notes and Additional Noteholder Common Equity should recognize gain but not loss on the exchange in an amount equal to the lesser of (i) the amount of gain realized by the Holder on the exchange (if any) and (ii) the issue price of the New Secured Notes received in the exchange. The amount of gain realized by a U.S. Holder on the exchange should be equal to the positive difference, if any, between (i) the sum of (A) the issue price of the New Secured Notes received in the exchange and (B) the aggregate fair market value of the Additional Noteholder Common Equity and (ii) the U.S. Holder's adjusted tax basis in the Additional Notes surrendered in the exchange. To the extent that a portion of the consideration received in exchange for its Additional Notes Claim is allocable to accrued but untaxed interest, the Holder may recognize ordinary income. See discussion of "Accrued Interest" and "Market Discount" in Article IX.C.4 and Article IX.C.5, respectively, of this Disclosure Statement.

A U.S. Holder's tax basis in the Additional Noteholder Common Equity received in the exchange generally should be equal to its adjusted tax basis in the Additional Notes surrendered in the exchange, decreased by the issue price of the New Secured Notes received in the exchange, and increased by the amount of gain recognized by the U.S. Holder on the exchange. A U.S. Holder's tax basis in the New Secured Notes received in the exchange should be equal

to the issue price of such New Secured Notes as of the consummation of the exchange. In addition, a U.S. Holder's holding period in the Additional Noteholder Common Equity received in the exchange should generally include its holding period in the Additional Notes surrendered in the exchange, while the U.S. Holder's holding period in the New Secured Notes received in the exchange should begin on the day after the exchange.

(b) Treatment of a U.S. Holder of an Additional Notes Claim If Both the Additional Notes and the New Secured Notes Are Not Treated as Securities.

If both the Additional Notes and the New Secured Notes are not treated as securities, a U.S. Holder of an Additional Notes Claim should be treated as exchanging its Claim for the New Secured Notes and Additional Noteholder Common Equity in a fully taxable exchange. A Holder of an Additional Notes Claim who is subject to this treatment should recognize gain or loss equal to the difference between (a) the sum of (i) the issue price of the New Secured Notes and the fair market value of the Additional Noteholder Common Equity and (b) the Holder's adjusted tax basis in its Additional Notes Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder, the nature of the Claim in such Holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the Holder has previously claimed a bad debt deduction with respect to its Claim. If recognized gain is capital gain, it generally would be long-term capital gain if the Holder held its Additional Notes Claim for more than one year at the time of the exchange. The deductibility of capital losses is subject to certain limitations as discussed below. To the extent that a portion of the consideration received in exchange for its Additional Notes Claim is allocable to accrued but untaxed interest, the Holder may recognize ordinary income. See discussion of "Accrued Interest" and "Market Discount" in Article IX.C.4 and Article IX.C.5, respectively, of this Disclosure Statement, respectively. A Holder's tax basis in the New Secured Notes should be equal to their issue price and tax basis in the Additional Noteholder Common Equity should be equal to its fair market values on the Effective Date. A Holder's holding period for each item of consideration received on the Effective Date should begin on the day following the Effective Date.

3. ***Issue Price of the New Secured Notes***.

A debt instrument, such as the New Secured Notes, is treated as issued with original issue discount ("OID") for U.S. federal income tax purposes if its issue price is less than its stated redemption price at maturity by at least a *de minimis* amount. A debt instrument's stated redemption price at maturity includes all principal and interest payable over the term of the debt instrument, other than "qualified stated interest." Stated interest generally is "qualified stated interest" if it is unconditionally payable in cash or other property (other than debt of the issuer) at least annually.

The issue price of the New Secured Notes will depend on whether the New Secured Notes (or, if applicable the Initial Notes or Additional Notes exchanged for New Secured Notes) are considered to be "traded on an established market" at the time of the exchange. In general, a debt instrument will be treated as traded on an established market if, at any time during the 31-day period ending 15 days after the applicable measurement date: (a) a "sales price" for an executed purchase of the debt instrument appears on a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments, or persons that broker purchases or sales of debt instruments; (b) a "firm" price quote for the debt instrument is available from at least one broker, dealer, or pricing service for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; or (c) there are one or more "indicative" quotes available from at least one broker, dealer, or pricing service for property.

If the New Secured Notes *are* traded on an established market at the time of the exchange, the issue price of the New Secured Notes received in respect of the Initial Notes and the Additional Notes will equal the fair market value of the New Secured Notes (as indicated by the sources indicated in (a) through (c) above). If the New Secured Notes are not traded on an established market at the time of the exchange, but the Initial Notes or the Additional Notes exchanged for New Secured Notes *are* traded on an established market, then the issue price of the New Secured Notes will generally equal the fair market value of the Initial Notes or Additional Notes exchanged for the New Secured Notes (as indicated by the sources indicated in (a) through (c) above). If none of the New Secured Notes, the Initial Notes and the Additional Notes are traded on an established market, then the issue price of the New Secured Notes generally will be their stated principal amount.

4. *Accrued Interest*.

To the extent that any amount received by a U.S. Holder of a surrendered Claim under the Plan is attributable to accrued but unpaid interest and such amount has not previously been included in the U.S. Holder's gross income, such amount should be taxable to the U.S. Holder as ordinary interest income. Conversely, a U.S. Holder of a surrendered Claim may be able to recognize a deductible loss to the extent that any accrued interest on the debt instruments constituting such claim was previously included in the Holder's gross income but was not paid in full by the Debtors.

The extent to which the consideration received by a Holder of a surrendered Claim will be attributable to accrued interest on the debts constituting the surrendered Claim is unclear. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but untaxed interest. The Plan provides that amounts paid to Holders of Claims will be allocated first to unpaid principal and then to unpaid interest. The IRS could take the position that the consideration received by the Holder should be allocated in some way other than as provided in the Plan. Holders of Claims should consult their own tax advisors regarding the proper allocation of the consideration received by them under the Plan.

5. *Market Discount*.

Under the "market discount" provisions of sections 1276 through 1278 of the IRC, some or all of any gain realized by a U.S. Holder exchanging the debt instruments constituting its Claim may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt constituting the surrendered Claim.

In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if its U.S. Holder's adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or, (b) in the case of a debt instrument issued with "original issue discount," its adjusted issue price, by at least a *de minimis* amount (equal to 0.25 percent of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a U.S. Holder on the taxable disposition (determined as described above) of debts that it acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while such debts were considered to be held by the U.S. Holder (unless the U.S. Holder elected to include market discount in income as it accrued). To the extent that the surrendered debts that had been acquired with market discount are exchanged in a tax-free or other reorganization transaction for other property (as may occur here), any market discount that accrued on such debts but was not recognized by the U.S. Holder may be required to be carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption, or other disposition of such property may be treated as ordinary income to the extent of the accrued but unrecognized market discount with respect to the exchanged debt instrument.

6. *Limitations on Use of Capital Losses*.

A U.S. Holder of a Claim or Interest who recognizes capital losses as a result of the distributions under the Plan will be subject to limits on the use of such capital losses. For a non-corporate U.S. Holder, capital losses may be used to offset any capital gains (without regard to holding periods), and also ordinary income to the extent of the lesser of (1) $3,000 annually ($1,500 for married individuals filing separate returns) or (2) the excess of the capital losses over the capital gains. A non-corporate U.S. Holder may carry over unused capital losses and apply them against future capital gains and a portion of their ordinary income for an unlimited number of years. For corporate Holders, capital losses may only be used to offset capital gains. A corporate U.S. Holder that has more capital losses than may be used in a tax year may carry back unused capital losses to the three years preceding the capital loss year or may carry over unused capital losses for the five years following the capital loss year.

D. Ownership and Disposition of New Secured Notes.

1. *Stated Interest*.

Stated interest on a New Secured Note will be included in the gross income of a U.S. Holder as ordinary income at the time such interest is accrued or received, in accordance with the holder's regular method of accounting for U.S. federal income tax purposes.

2. *Original Issue Discount*.

If the stated principal amount of the New Secured Notes exceeds their issue price (as defined above under "–Issue Price of the New Secured Notes") by an amount equal to or greater than a statutorily defined *de minimis* amount (generally, 1/4 of 1 percent of the principal amount of the notes multiplied by the number of complete years to maturity from their original issue date), then the New Secured Notes will be considered to be issued with OID for United States federal income tax purposes in an amount equal to the excess of the New Secured Notes' stated principal amount over their issue price. If the New Secured Notes are issued with OID, then, in addition to the stated interest on a New Secured Note, a U.S. Holder generally (i) will be required to include the OID on the New Secured Note in gross income as ordinary income as it accrues on a constant yield basis for United States federal income tax purposes in advance of the receipt of the cash payments to which such income is attributable and regardless of the U.S. Holder's method of accounting for tax purposes, but (ii) will not be required to recognize any additional income upon the receipt of any cash payment on the New Secured Note that is attributable to previously accrued OID that has been included in such U.S. Holder's income.

The amount of OID includible in gross income for a taxable year will be the sum of the daily portions of OID with respect to the note for each day during that taxable year on which the U.S. Holder holds the New Secured Note. The daily portion is determined by allocating to each day in an "accrual period" a pro rata portion of the OID allocable to that accrual period. The OID allocable to any accrual period will equal (a) the product of the "adjusted issue price" of the note as of the beginning of such period and the note's yield to maturity less (b) the stated interest allocable to the accrual period. The "adjusted issue price" of a note as of the beginning of any accrual period will equal its issue price, increased by previously accrued OID. The yield to maturity of the New Secured Notes generally is the discount rate that, when applied to all payments to be made under the New Secured Notes, produces a present value equal to the issue price of the notes.

3. *Sale, exchange, redemption, retirement or other taxable disposition of a New Secured Note*.

Upon the sale, exchange, redemption, retirement or other taxable disposition of a note, a U.S Holder generally will recognize gain or loss equal to the difference, if any, between (1) the amount realized on the disposition, except any portion of such amount that is attributable to accrued but unpaid stated interest, which portion will be taxed as described above under "–Stated Interest" to the extent not previously so taxed, and (2) the holder's adjusted tax basis in the New Secured Note (described above under "–Consequences to U.S. Holders of Initial Notes Claims" and "Consequences to U.S. Holders of Additional Notes Claims").

Gain or loss will be capital gain or loss and will be long-term capital gain or loss, if, at the time of such disposition, the New Secured Note was held by the U.S. Holder for more than one year. Long-term capital gains of individuals and certain other noncorporate holders are, under certain circumstances, subject to a reduced tax rate. The deductibility of capital losses is subject to limitations.

4. *Information reporting and backup withholding with respect to New Secured Notes*.

Information returns may be filed with the IRS in connection with payments on the New Secured Notes and the proceeds from a sale or other disposition of the New Secured Notes. A U.S. Holder may be subject to U.S. backup withholding on these payments if it fails to provide its tax identification number to the paying agent and comply with certain certification procedures or otherwise establish an exemption from backup withholding. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability and may entitle them to a refund, provided that the required information is timely furnished to the IRS.

Individuals who own "specified foreign financial assets" with an aggregate value in excess of $50,000 are generally required to file an information report with respect to such assets with their tax returns. "Specified foreign financial assets" include any financial accounts maintained by foreign financial institutions, as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (1) stocks and securities issued by non-U.S. persons, (ii) financial instruments and contracts held for investment that have non-U.S. issuers or counterparties, and (iii) interests in foreign entities. The New Secured Notes may be subject to these rules. Persons required to file U.S. tax returns that are individuals are urged to consult their tax advisors regarding the application of this rule to their ownership of the New Secured Notes.

E. Ownership and Disposition of the New Equity.

1. *Dividends on the New Equity*.

Any distributions made on account of the New Equity will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of UTAC as determined under U.S. federal income tax principles. Because UTAC does not intend to determine their earnings and profits on the basis of U.S. federal income tax principles, any distribution paid generally will be treated as a dividend for U.S. federal income tax purposes. Subject to the discussion below under "–Passive Foreign Investment Company Rules" such income (including withheld taxes) will be includible in a U.S. Holder's gross income as ordinary income on the day actually or constructively received by such U.S. Holder and are not expected to be eligible for the reduced rate of tax on "qualified dividends" received by U.S. individual taxpayers. Such dividends will not be eligible for the dividends received deduction allowed to corporations under the IRC. The following discussion assumes that all dividends will be paid in U.S. dollars. UTAC does not expect to pay dividends in the foreseeable future, although there can be no assurance in this regard.

Dividends will generally be treated as income from foreign sources for U.S. foreign tax credit purposes and will generally constitute passive category income. Depending on the U.S. Holder's individual facts and circumstances, a U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit in respect of any foreign withholding taxes, if any, imposed on dividends received on the New Equity. The rules governing the foreign tax credit are complex. Accordingly, U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances. A U.S. Holder who does not elect to claim a foreign tax credit for foreign tax withheld may instead claim a deduction, for U.S. federal income tax purposes, in respect of such withholding, but only for a year in which such holder elects to do so for all creditable foreign income taxes.

2. *Sale, Redemption, or Repurchase of New Common Stock*.

Subject to the discussion below under "–Passive Foreign Investment Company Rules," a U.S. Holder generally will recognize capital gain or loss upon the sale or other disposition of New Equity in an amount equal to the difference between the amount realized upon the disposition and the holder's adjusted tax basis in such New Equity. Any capital gain or loss will be long-term if the New Equity has been held for more than one year and generally will be U.S.-source gain or loss for U.S. foreign tax credit purposes. The deductibility of a capital loss may be subject to limitations. US. Holders are urged to consult their tax advisors regarding the tax consequences if a foreign tax is imposed on a disposition of New Equity, including the availability of the foreign tax credit under their particular circumstances.

3. *Passive Foreign Investment Company Rules*.

Based on the projected composition of UTAC's income and valuation of its assets, including goodwill, UTAC is not expected to be a PFIC for its current taxable year, although there can be no assurance in this regard.

In general, UTAC will be a PFIC for any taxable year in which:

- at least 75% of UTAC's gross income is passive income; or
- at least 50% of the value (determined on the basis of a quarterly average) of UTAC's assets is attributable to assets that produce or are held for the production of passive income.

For this purpose, passive income generally includes dividends, interest, royalties and rents (other than royalties and rents derived in the active conduct of a trade or business and not derived from a related person). Additionally, for this purpose, cash is categorized as a passive asset and a company's goodwill associated with active business activity is taken into account as a non-passive asset. If UTAC owns at least 25% (by value) of the stock of another corporation, it will be treated, for purposes of the PFIC tests, as owning a proportionate share of the other corporation's assets and receiving a proportionate share of the other corporation's income.

The determination of whether UTAC is a PFIC is made annually. Accordingly, it is possible that UTAC may be a PFIC in the current or any future taxable year due to changes in its asset or income composition. If a U.S. Holder holds New Equity in any taxable year during which UTAC is classified as a PFIC, then such U.S. Holder will be subject to special tax rules discussed below.

If a U.S. Holder holds New Equity in any taxable year during which UTAC is classified as a PFIC, then such U.S. Holder will be subject to special tax rules with respect to any "excess distribution" received and any gain realized from a sale or other disposition, including, in some circumstances, a pledge, of New Equity. Distributions received in a taxable year that are greater than 125% of the average annual distributions received during the shorter of the three preceding taxable years or such U.S. Holder's holding period for the New Equity will be treated as excess distributions. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over such U.S. Holder's holding period for the New Equity;
- the amount allocated to the current taxable year, and any taxable year prior to the first taxable year in which we were a PFIC, will be treated as ordinary income; and
- the amount allocated to each other year will be subject to tax at the highest tax rate in effect for that year and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year.

If UTAC is a PFIC for any taxable year during which a U.S. Holder holds New Equity and any of our non-United States subsidiaries was also a PFIC, then such U.S. Holder would be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC for purposes of the application of these rules. U.S. Holders are urged to consult their tax advisors about the application of the PFIC rules to any of UTAC's subsidiaries.

UTAC does not intend to provide the information U.S. Holders would need to make a qualified electing fund election for the current taxable year, and as such the qualified electing fund election will not be available to U.S. Holders.

A U.S. Holder will generally be required to file Internal Revenue Service Form 8621 if such U.S. Holder holds New Equity in any year in which UTAC is classified as a PFIC. U.S. Holders are urged to consult their tax advisors concerning the United States federal income tax consequences of holding New Equity if UTAC is considered a PFIC in any taxable year.

4. ***Information reporting and backup withholding with respect to the New Equity***.

Information reporting to the IRS and backup withholding may apply to dividends in respect of New Equity and the proceeds from the sale or exchange of New Equity that are paid to a U.S. Holder within the United States (and in certain cases, outside the United States). However, backup withholding generally will not apply if a U.S. Holder furnishes a correct taxpayer identification number and makes any other required certification, generally on IRS Form W-9, or otherwise establishes an exemption from backup withholding. Backup withholding is not an additional tax. Amounts withheld as backup withholding generally are allowed as a credit against a U.S. Holder's United States federal income tax liability and such U.S. Holder may be entitled to obtain a refund of any excess amounts withheld under the backup withholding rules if such U.S. Holder files an appropriate claim for refund with the IRS and furnish any required information in a timely manner.

Each U.S. Holder should consult its tax advisor regarding the application of the information reporting and backup withholding rules.

5. ***Information with Respect to Foreign Financial Assets.***

Each U.S. Holder who is an individual generally will be required to report UTAC's name, address and such information relating to the New Equity as is necessary to identify the class or issue of which such New Equity is a part. These requirements are subject to exceptions, including an exception for New Equity held in accounts maintained by certain financial institutions and an exception applicable if the aggregate value of all "specified foreign financial assets" (as defined in the IRC) does not exceed certain thresholds.

Each U.S. Holder should consult its tax advisor regarding the application of these information reporting rules.

6. ***United States Proposed Tax Legislation.***

Various tax measures currently under consideration by the U.S. Congress, including the proposed Tax Cuts and Jobs Act, could result in changes to the U.S. tax system that could affect the U.S. federal income tax consequences to U.S. Holders of the New Equity described herein. U.S. Holders are urged to consult their tax advisors regarding the impact of these tax measures.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL OR NON-U.S. TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

X. Certain Cayman Islands Tax Consequences of the Plan

GATE is a Cayman Islands exempted company with limited liability. Exempted companies are Cayman Islands companies whose objects are carried out mainly outside of the Cayman Islands and, as such, are exempt from complying with certain provisions of the Companies Law. Reorganized GATE will be formed and will be registered under the laws of the Cayman Islands as a limited liability company.

The Cayman Islands currently have no form of income, corporate, or capital gains tax, and no estate duty, inheritance tax, or gift tax. As an exempted company, GATE has historically received a tax exemption undertaking from the Cayman Islands government that, in accordance with applicable law, for a period of 20 years from the undertaking, no law which is enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains, or appreciations shall apply to GATE or its operations and, in addition, that no tax to be levied on profits, income, gains, or appreciations, or which is in the nature of estate duty or inheritance tax, shall be payable: (1) on or in respect of GATE's shares, debentures, or other obligations; or (2) by way of the withholding in whole or in part of a dividend payment or other distribution of income or capital by GATE to its members, or a payment of principal or interest or other sums due under a debenture or other obligation of GATE.

Reorganized GATE may apply for a tax exemption undertaking from the Governor in Cabinet of the Cayman Islands that, in accordance with Section 58 of the Limited Liability Companies Law (as amended) of the Cayman Islands, for a period of 50 years from the date of the undertaking, no law which is enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains, or appreciations shall apply to Reorganized GATE or its operations and, in addition, that no tax to be levied on profits, income, gains, or appreciations, or which is in the nature of estate duty or inheritance tax, shall be payable.

XI. Recommendation of the Debtors

In the opinion of the Debtors, the Plan is preferable to the alternatives described in this Disclosure Statement because it provides for a larger distribution to Holders of Allowed Claims and Interests than would otherwise result

in a liquidation under chapter 7 of the Bankruptcy Code. In addition, any alternative other than Confirmation could result in extensive delays and increased administrative expenses resulting in smaller distributions to Holders of Allowed Claims and Interests than proposed under the Plan. Accordingly, the Debtors recommend that all Holders of Claims entitled to vote to accept or reject the Plan support Confirmation and vote to accept the Plan.

Global A&T Electronics, Ltd. on behalf of itself and each of the other Debtors

By: */s/ Michael E. Foreman*

Name: Michael E. Foreman
General Counsel

Prepared By:

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- and -

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Proposed Counsel to the Debtors and Debtors in Possession

Dated: November 20, 2017

Exhibit A

Plan of Reorganization

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Proposed Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
GLOBAL A&T ELECTRONICS LTD., *et al.*,[1]	**IMPORTANT**: No chapter 11 case has been commenced as of the date of distribution of this prepackaged plan of reorganization. This prepackaged plan of reorganization is being distributed to you as a part of a prepetition solicitation of your vote on this prepackaged plan of reorganization.
Debtors.	

DEBTORS' JOINT CHAPTER 11 PLAN OF REORGANIZATION

THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR CHAPTER 11 BANKRUPTCY.

Dated: November 20, 2017

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's tax identification, registration, or like number, include: Global A&T Electronics Ltd. (9744); Global A&T Finco Ltd. (N/A); UGS America Sales, Inc. (7511); UGS Europe, LLC (8.255); United Test and Assembly Center Ltd. (070H); UTAC (Shanghai) Co., Ltd. (919N); UTAC (Taiwan) Corporation (9456); UTAC Cayman Ltd. (2839); UTAC Dongguan Ltd. (6386); UTAC Group Global Sales Ltd. (0797); UTAC Headquarters Pte. Ltd. (214R); UTAC Hong Kong Limited (1526); UTAC Thai Holdings Limited (4876); and UTAC Thai Limited (6324). The debtors' service address for purposes of these chapter 11 cases is: 11 Martine Avenue, 12th Floor, White Plains, New York 10606.

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INTRODUCTION

Global A&T Electronics Ltd. and its affiliates that will be debtors and debtors in possession in chapter 11 cases that are expected to be commenced in December 2017 propose this joint plan of reorganization (the "Plan") pursuant to chapter 11 of title 11 of the United States Code. Capitalized terms used in the Plan and not otherwise defined shall have the meanings set forth in Article I.A of the Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan does not contemplate substantive consolidation of any of the Debtors. Reference is made to the Disclosure Statement for a discussion of the Debtors' history, business, properties and operations, projections, risk factors, a summary and analysis of the Plan, and certain related matters.

ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY, PARTICULARLY HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.

ARTICLE I
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW, AND OTHER REFERENCES

A. Defined Terms

1. "*2014 N.Y. Action*" means the proceeding styled as *GSO Coastline Credit Partners LP, et al. v. Global A&T Electronics Ltd., et al.*, Index No. 650447/2014 (N.Y. Sup. Ct.).

2. "*2014 Plaintiff Initial Noteholders*" means the Initial Noteholders that are plaintiffs in the 2014 N.Y. Action.

3. "*2017 N.Y. Action*" means the proceeding styled as *Marble Ridge Capital LP and KLS Diversified Asset Management LP v. Global A&T Electronics Ltd., et al.*, Index No. 651724/2017 (N.Y. Sup. Ct.).

4. "*2017 Plaintiff Initial Noteholders*" means the Initial Noteholders that are plaintiffs in the 2017 N.Y. Action.

5. "*Accredited Investor*" has the meaning given to such term in Rule 501 promulgated under the Securities Act.

6. "*Accrued Professional Compensation Claims*" means, at any given time, all Claims for accrued, contingent, and/or unpaid fees and expenses rendered allowable before the Confirmation Date by any retained Professional in the Chapter 11 Cases that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses: (a) have not been previously paid (regardless of whether a fee application has been filed for any such amount); and (b) have not been applied against any retainer that has been provided to such Professional. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by a Final Order any amount of a Professional's fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation Claims.

7. "*Additional Noteholder Ad Hoc Group*" means the *ad hoc* group of Additional Noteholders represented by Ropes & Gray LLP and Houlihan Lokey Capital Inc.

8. "*Additional Noteholder Common Equity*" means 31 percent of the New Equity.

9. "*Additional Noteholder New Secured Notes Distribution Amount*" means New Secured Notes in an amount equal to $84,900,000.

10. "*Additional Noteholders*" means Holders of the Additional Notes.

11. "*Additional Notes*" means the 10.0 percent Senior Secured Notes due 2019, in the outstanding principal amount of $502,257,000, bearing the CUSIP number 379390AG2 or G3923WAD2, issued by GATE pursuant to the Indenture in connection with the Exchange.

12. "*Additional Notes Claims*" means each Allowed Claim arising from or on account of the Additional Notes.

13. "*Additional Notes Forbearance Fee Amount*" means New Secured Notes in an amount equal to $25,100,000.

14. "*Administrative Claim*" means a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors' businesses; (b) Accrued Professional Compensation Claims; (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code; (d) the Noteholder Fee and Expense Obligations; and (e) the Forbearance Fee.

15. "*Affiliate*" means, with respect to any Entity, any other Entity that would fall within the meaning of the term "affiliate" set forth in section 101(2) of the Bankruptcy Code, if such Entity was a debtor in a case under the Bankruptcy Code.

16. "*Affiliate Noteholder*" means Costa Esmeralda Investments Limited.

17. "*Affiliate Noteholder Notes*" means the Additional Notes held by the Affiliate Noteholder or any transferee or assignee thereof.

18. "*Affinity*" means, collectively, Jade Electronics Holdings, Affinity Asia Pacific Fund III, L.P., Affinity Pacific Fund III (No. 2) L.P., Keystone Investment III L.P., and Affinity Fund III General Partner Limited.

19. "*Affinity Entity*" means each of Affinity and the Affiliate Noteholder.

20. "*Allowed*" means with respect to: (a) any Claim (or portion thereof), that such Claim (i) is not Disputed within the applicable period of time, if any, fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, (ii) is allowed, compromised, settled, or otherwise resolved pursuant to the terms of the Plan, in any stipulation that is approved by a Final Order of the Bankruptcy Court, or pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith, or (iii) has been allowed by a Final Order of the Bankruptcy Court; or (b) an Interest (or portion thereof), that such Interest is reflected as outstanding in the stock transfer ledger or similar register of the applicable Debtor as of the Effective Date. For the avoidance of doubt, any Claim or Interest (or portion thereof) that has been disallowed pursuant to a Final Order shall not be an "Allowed" Claim or Interest.

21. "*Avoidance Actions*" means any and all avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Debtors, their Estates, or other authorized parties in interest under chapter 5 of the Bankruptcy Code, or under similar or related applicable non-bankruptcy law.

22. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as now in effect or hereafter amended.

23. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of New York, White Plains Division, including, to the extent of the withdrawal of any reference under 28 U.S.C. § 157, the United States District Court for the Southern District of New York.

24. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court, as now in effect or hereafter amended.

25. "*Business Day*" means any day, other than a Saturday, Sunday, or a legal holiday, as defined in Bankruptcy Rule 9006(a).

26. "*Cash*" or "*$*" means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks, and cash equivalents, as applicable.

27. "*Cash Collateral Orders*" means, collectively, any order or orders entered by the Bankruptcy Court authorizing the Debtors to continue to utilize cash collateral (as such term is defined under section 363 of the Bankruptcy Code) on an interim or final basis.

28. "*Causes of Action*" means any claims, interests, damages, remedies, causes of action, choses of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise in any jurisdiction anywhere in the world. Causes of Action also include: (a) all rights of setoff, counterclaim, cross claim, reduction, subordination, or recoupment and claims under contracts or for breaches of duties imposed by law or regulation; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

29. "*Chapter 11 Cases*" means, collectively, the Debtors' procedurally consolidated cases commenced under chapter 11 of the Bankruptcy Code and pending before the Bankruptcy Court.

30. "*Claim*" means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

31. "*Class*" means a category of Holders of Claims or Interests pursuant to section 1122(a) of the Bankruptcy Code.

32. "*Confirmation*" means entry of the Confirmation Order on the docket of the Bankruptcy Court in the Chapter 11 Cases.

33. "*Confirmation Date*" means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

34. "*Confirmation Hearing*" means the hearing held by the Bankruptcy Court pursuant to Bankruptcy Rule 3020(b)(2) and section 1128 of the Bankruptcy Code, including any adjournments thereof, at which the Bankruptcy Court will consider Confirmation of the Plan.

35. "*Confirmation Order*" means an order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code (which order may also be the order approving the adequacy of the Disclosure Statement pursuant to section 1125 and 1126 of the Bankruptcy Code).

36. "*Consenting Additional Noteholders*" means the Additional Noteholders, other than the Affiliate Noteholder, that are, or become, parties to the Restructuring Support Agreement.

37. "*Consenting Initial Noteholders*" means the Initial Noteholders that are, or become, parties to the Restructuring Support Agreement.

38. "*Consummation*" means the occurrence of the Effective Date.

39. "*Debtor Release*" means the release given on behalf of the Debtors and their Estates to the Released Parties, as set forth in Article VIII.D of the Plan.

40. "*D&O Liability Insurance Policies*" means all insurance policies maintained by the Debtors as of the Petition Date for liabilities against any of the Debtors' current or former directors, managers, and officers.

41. "*Debtors*" means, collectively, GATE, Global A&T Finco Ltd., UGS America Sales, Inc., UGS Europe, LLC, United Test and Assembly Center Ltd., UTAC (Shanghai) Co., Ltd., UTAC (Taiwan) Corporation, UTAC Cayman Ltd., UTAC Dongguan Ltd., UTAC Group Global Sales Ltd., UTAC Headquarters Pte. Ltd., UTAC Hong Kong Limited, UTAC Thai Holdings Limited, and UTAC Thai Limited.

42. "*Dechert Initial Noteholder Ad Hoc Group*" means the *ad hoc* group of Initial Noteholders represented by Dechert LLP.

43. "*Description of Restructuring Transactions*" means a description of the Restructuring Transactions and how such Restructuring Transactions shall be effectuated on or after the Effective Date pursuant to the Plan.

44. "*Disclosure Statement*" means the disclosure statement for the Plan, including all exhibits and schedules thereto.

45. "*Disputed*" means, with respect to a Claim (or portion thereof), that an objection to such Claim or portion thereof has been filed on or before (a) the Effective Date; or (b) to the extent proof of such Claim or Interest is filed on or after the Confirmation Date, any applicable objection deadline; *provided* that in no event shall a Claim or Interest (or portion thereof) that is deemed Allowed pursuant to the Plan be a Disputed Claim or Interest.

46. "*Distribution Agent*" means, as applicable, Reorganized GATE or an Entity that Reorganized GATE selects that is reasonably acceptable to the Required Consenting Noteholders to make or facilitate distributions in accordance with the Plan.

47. "*DTC*" means the Depository Trust Company or any successor thereto.

48. "*Effective Date*" means the date that is the first Business Day after the Confirmation Date on which all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan.

49. "*Entity*" has the meaning set forth in section 101(15) of the Bankruptcy Code.

50. "*Equity Parties*" means, collectively, the Sponsors, UTAC, and UMS.

51. "*Estate*" means the estate of any Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor's Chapter 11 Case.

52. "*Exchange*" means the transaction on or around September 30, 2013, pursuant to which GATE issued the Additional Notes.

53. "*Exculpated Party*" means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) any official committees appointed in the Chapter 11 Cases and each of their respective members; (c) each Affinity Entity, including the Affiliate Noteholder; (d) each TPG Entity; (e) Holdings; (f) UTAC; (g) UMS; (h) the Initial Noteholders that at any time are or were party to the Restructuring Support Agreement; (i) the Additional Noteholders that at any time are or were party to the Restructuring Support Agreement; (j) the Indenture Trustee; and (k) with respect to each of the foregoing, such Entity and its current and former Affiliates, and such Entity's and its current and former Affiliates' current and former equity holders, subsidiaries, officers, directors, managers,

principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

54. "*Executory Contract*" means a contract or lease to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

55. "*Final Decree*" means the decree contemplated under Bankruptcy Rule 3022.

56. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; *provided* that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, including as made applicable by Bankruptcy Rule 9001, may be filed relating to such order shall not cause such order not to be a Final Order.

57. "*Forbearance Fee*" means the interim forbearance fee payable to the Initial Noteholders that signed the Restructuring Support Agreement as of November 8, 2017 and the Additional Noteholders that signed the Restructuring Support Agreement as of November 8, 2017, and the final forbearance fee payable to the Initial Noteholders that signed the Restructuring Support Agreement as of November 15, 2017 and the Additional Noteholders that signed the Restructuring Support Agreement as of November 15, 2017, which fees shall be paid in kind solely through the distribution of New Secured Notes to the applicable Initial Noteholders and Additional Noteholders or their respective designees pursuant to the terms of the Plan, subject in each case to the terms and conditions of the Restructuring Support Agreement; *provided* that the Forbearance Fee shall be calculated only considering, and distributed only to, Initial Noteholders and Additional Noteholders that are Accredited Investors.

58. "*Forbearance Fee Amounts*" means, as applicable, the Additional Notes Forbearance Fee Amount and the Initial Notes Forbearance Fee Amount.

59. "*GATE*" means Global A&T Electronics Ltd.

60. "*General Unsecured Claim*" means any Claim, other than an Administrative Claim (including, for the avoidance of doubt, an Accrued Professional Compensation Claim), an Other Secured Claim, a Priority Tax Claim, an Other Priority Claim, an Initial Notes Claim, or an Additional Notes Claim, and, for the avoidance of doubt, excluding any Claims resulting from any deficiency with respect to the Initial Notes or the Additional Notes.

61. "*Governmental Unit*" has the meaning set forth in section 101(27) of the Bankruptcy Code.

62. "*Holder*" means an Entity holding a Claim against or Interest in a Debtor, as applicable.

63. "*Holdings*" means Global A&T Holdings.

64. "*Impaired*" means, with respect to (a) a Class, Claim, or Interest, that such Class, Claim, or Interest is "impaired" within the meaning of section 1124 of the Bankruptcy Code; and (b) the Holder of a Claim or Interest, that such Claim or Interest is "impaired" within the meaning of section 1124 of the Bankruptcy Code.

65. "*Indemnification Provisions*" means each of the Debtors' indemnification provisions currently in place, whether in the Debtors' bylaws, certificates of incorporation, other formation documents, board resolutions, or contracts for the current and former directors, officers, managers, employees, attorneys, other professionals, and agents of the Debtors and such current and former directors, officers, and managers' respective Affiliates.

66. "*Indenture*" means that certain indenture dated as of February 7, 2013 (as amended, modified, or otherwise supplemented), between GATE, as issuer, UTAC Headquarters Pte. Ltd., UTAC Hong Kong Limited,

United Test and Assembly Center Ltd, UTAC Cayman Ltd, UTAC Thai Holdings Limited, UTAC Thai Limited, and UTAC (Taiwan) Corporation, as guarantors, and Citicorp International Limited, as indenture trustee and security agent.

67. "*Indenture Trustee*" means Citicorp International Limited, in its capacity as indenture trustee under the Indenture with respect to the Initial Notes and the Additional Notes, and any successors in their capacity as indenture trustee.

68. "*Initial Noteholders*" means Holders of the Initial Notes.

69. "*Initial Notes*" means the 10.0 percent Senior Secured Notes due 2019, in the outstanding principal amount of $625,000,000, bearing the CUSIP number 379390AF4 or G3923WAC4, issued by GATE pursuant to the Indenture on or about February 7, 2013.

70. "*Initial Notes Claims*" means each Allowed Claim arising from or on account of the Initial Notes.

71. "*Initial Notes Forbearance Fee Amount*" means New Secured Notes in an amount equal to $31,250,000.

72. "*Intercompany Interest*" means an Interest in a Debtor held by either a Debtor or an Affiliate of a Debtor.

73. "*Intercreditor Agreement*" means that certain Intercreditor Agreement, dated as of October 30, 2007, between JPMorgan Chase Bank, N.A., as administrative agent, GATE, Global A&T Finco Ltd., and each of the other loan parties thereto, as may be modified, amended, or supplemented from time to time.

74. "*Interest*" means any equity security (as defined in section 101(16) of the Bankruptcy Code) in any Debtor.

75. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as now in effect or hereafter amended.

76. "*Lien*" has the meaning set forth in section 101(37) of the Bankruptcy Code.

77. "*Milbank Initial Noteholder Ad Hoc Group*" means the *ad hoc* group of Initial Noteholders represented by Milbank, Tweed, Hadley & McCloy LLP and PJT Partners LP.

78. "*New Equity*" means the common equity of UTAC on and after the Effective Date, 31 percent of which shall constitute the Additional Noteholder Common Equity and 69 percent of which shall be held directly or indirectly by Affinity and TPG, and which common equity shall be subject to the New Shareholders Agreement and shall be subject to dilution by any post-Effective Date management equity incentive plan adopted by UTAC.

79. "*New Indenture*" means the indenture governing the New Secured Notes, substantially in the form attached hereto as **Exhibit A**.

80. "*New Indenture Documents*" means, collectively, the New Indenture and related security documents for the New Secured Notes.

81. "*New Secured Notes*" means the $665,000,000 in new first-lien senior secured notes to be issued by GATE on the Effective Date pursuant to the New Indenture Documents.

82. "*New Shareholders Agreement*" means the shareholders agreement for UTAC, which shareholders agreement shall be acceptable in all respects to the Debtors, the Equity Parties, and the Required Consenting Additional Noteholders (and, notwithstanding anything else in the Plan or the Restructuring Support Agreement to

the contrary, need not be acceptable to any Consenting Initial Noteholders in any respect and the Consenting Initial Noteholders shall have no approval rights of such shareholders agreement).

83. "*Non-Accredited Investor*" means any Person or Entity that is not an Accredited Investor.

84. "*Noteholder Fee and Expense Obligations*" means the obligations of the Debtors or the Reorganized Debtors, as applicable, to pay and reimburse the amounts described in Article IV.M as set forth therein.

85. "*Noteholder Foreign and Collateral Counsel*" means any foreign or local counsel retained by certain Initial Noteholders or the proposed indenture trustee under the New Indenture, in connection with the New Indenture Documents or the security to be granted thereunder, including, without limitation: Conyers Dill & Pearman; Chandler MHM Limited; Tanner De Witt; Russin & Vecchi; Rahmat Lim & Partners; and Adnan Kelana Haryanto & Hermanto.

86. "*N.Y. Litigation Proceedings*" means, collectively, the 2014 N.Y. Action and the 2017 N.Y. Action.

87. "*Original Dechert Members*" means at any relevant time, any of (a) Taconic Capital Advisors LP, Marble Ridge Master Fund LP, and KLS Diversified Asset Management (in each case, together with its affiliated funds and managed accounts that hold Initial Notes), in each case, so long as at such time, such Entity has remained a member of the Dechert Initial Noteholder Ad Hoc Group and a Consenting Initial Noteholder under the Restructuring Support Agreement; and (b) shall not include any transferee of the foregoing Consenting Initial Noteholders.

88. "*Original Milbank Members*" means at any relevant time, any of (a) GSO Capital Partners LP, IP All Seasons Asian Credit Fund, Brigade Capital Management, LP, and Southpaw Credit Opportunity Master Fund L.P. (in each case, together with its affiliated funds and managed accounts that hold Initial Notes), in each case, so long as at such time, such entity has remained a member of the Milbank Initial Noteholder Ad Hoc Group and a Consenting Initial Noteholder under the Restructuring Support Agreement; and (b) shall not include any transferee of the foregoing Consenting Initial Noteholders.

89. "*Other Priority Claim*" means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

90. "*Other Secured Claim*" means any Secured Claim, other than an Initial Notes Claim or Additional Notes Claim.

91. "*Person*" has the meaning set forth in section 101(41) of the Bankruptcy Code.

92. "*Petition Date*" means the date on which each of the Debtors commence the Chapter 11 Cases.

93. "*Plan*" means this chapter 11 plan of reorganization, as it may be amended or supplemented from time to time in accordance with the terms hereof, including all exhibits, schedules, supplements, appendices, annexes, and attachments hereto.

94. "*Plan Supplement*" means collectively: (a) the New Indenture; (b) the New Shareholders Agreement; (c) new organizational documents for the Reorganized Debtors (solely to the extent that such documents are modified from their current form); (d) a list disclosing the identity of the officers and members of the board of directors of Reorganized GATE; (e) a list disclosing the compensation of the officers and members of the board of directors of Reorganized GATE; and (f) the Description of Restructuring Transactions.

95. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

96. "*Pro Rata*" means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

97. "*Professional*" means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date pursuant to sections 327, 328, 329, 330, and 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

98. "*Professional Fee Escrow Account*" means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Escrow Amount.

99. "*Professional Fee Escrow Amount*" means the aggregate amount of Accrued Professional Compensation Claims and other unpaid fees and expenses that Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Confirmation Date, which estimates Professionals shall deliver to the Debtors as set forth in Article II.C of the Plan.

100. "*Reinstate*," "*Reinstated*," or "*Reinstatement*" means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired.

101. "*Released Party*" means each of the following in their capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Estate; (d) each Affinity Entity, including the Affiliate Noteholder; (e) each TPG Entity; (f) Holdings; (g) UTAC; (h) UMS; (i) the defendants in the N.Y. Litigation Proceedings; (j) the Indenture Trustee; (k) the Initial Noteholders and the Additional Noteholders that at any time are or were party to the Restructuring Support Agreement; and (l) with respect to each of the foregoing Entities in clauses (a) through (k), such Entity and its current and former Affiliates, and such Entities' and their current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

102. "*Releasing Parties*" means each of the following in their capacity as such: (a) all Holders of Claims, regardless of whether such Holders have accepted, or are deemed to have accepted, the Plan, including, for the avoidance of doubt, all Initial Noteholders, all Additional Noteholders, and the plaintiffs in the N.Y. Litigation Proceedings; (b) each Affinity Entity, including the Affiliate Noteholder; (c) each TPG Entity; (d) Holdings; (e) UTAC; (f) UMS; (g) the defendants in the N.Y. Litigation Proceedings; (h) the Indenture Trustee; (i) each of the Debtors, the Reorganized Debtors, and their Estates; and (j) with respect to each Debtor, each of the Reorganized Debtors, their Estates, and each of the foregoing Entities in clauses (a) through (h), each such Entity's current and former Affiliates, and such Entities' and their current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such.

103. "*Reorganized Debtor*" means a Debtor, or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Effective Date.

104. "*Reorganized GATE*" means GATE, as reorganized pursuant to and under the Plan or any successor thereto.

105. "*Required Consenting Additional Noteholders*" means at any relevant time, the Consenting Additional Noteholders under the Restructuring Support Agreement that hold greater than 66 2/3 percent of the outstanding principal amount of the Additional Notes held by all Consenting Additional Noteholders subject to the Restructuring Support Agreement.

106. "*Required Consenting Initial Noteholders*" means at any relevant time, either: (a) the Consenting Initial Noteholders that hold greater than 66 2/3 percent of the outstanding principal amount of the Initial Notes held by all Consenting Initial Noteholders subject to the Restructuring Support Agreement, and must include at least (i) one of the Original Dechert Members and (ii) one of the Original Milbank Members, *provided* that in the event that (x) the aggregate outstanding principal amount of the Initial Notes collectively held by either the Original Dechert Members or the Original Milbank Members decreases by 25 percent or more from the aggregate outstanding principal amount of the Initial Notes collectively held by such Original Dechert Members or Original Milbank Members, respectively, as of the Agreement Effective Date (as defined in the Restructuring Support Agreement), or (y) at any time there are either less than two Original Dechert Members or less than two Original Milbank Members, then from such time, "*Required Consenting Initial Noteholders*" shall mean the Consenting Initial Noteholders that hold greater than 66 2/3 percent of the outstanding principal amount of the Initial Notes held by all Consenting Initial Noteholders subject to the Restructuring Support Agreement; or (b) the Consenting Initial Noteholders that hold greater than 75 percent of the outstanding principal amount of the Initial Notes held by all Consenting Initial Noteholders subject to the Restructuring Support Agreement. For the avoidance of doubt, at any time, the Consenting Initial Noteholders that hold greater than 75 percent of the outstanding principal amount of the Initial Notes held by all Consenting Initial Noteholders subject to the Restructuring Support Agreement shall constitute Required Consenting Initial Noteholders hereunder.

107. "*Required Consenting Noteholders*" means, at any relevant time, collectively, the Required Consenting Initial Noteholders and the Required Consenting Additional Noteholders.

108. "*Restructuring*" means the proposed restructuring of the Debtors contemplated by the Plan.

109. "*Restructuring Support Agreement*" means the Global Settlement, Forbearance, and Restructuring Support Agreement, dated as of November 2, 2017, a copy of which is attached hereto as **Exhibit B**, as may be amended or modified in accordance with its terms.

110. "*Restructuring Transactions*" means those mergers, amalgamations, consolidations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions that the Debtors, with the consent of the Required Consenting Noteholders, not to be unreasonably withheld, determine to be necessary or appropriate to implement the Restructuring, as described in more detail in Article IV.C herein.

111. "*SEC*" means the Securities and Exchange Commission.

112. "*Secured Claim*" means a Claim: (a) secured by a Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code; or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

113. "*Securities Act*" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, or any similar law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

114. "*Security*" has the meaning set forth in section 2(a)(1) of the Securities Act.

115. "*Senior Secured Notes*" means, collectively, the Initial Notes and the Additional Notes.

116. "*Solicitation Agent*" means Prime Clerk LLC, the notice and solicitation agent retained by the Debtors for the Chapter 11 Cases.

117. "*Solicitation Materials*" means the solicitation materials and documents included in the solicitation packages that will be sent to, among other parties, Holders of Claims entitled to vote to accept or reject the Plan, in compliance with Bankruptcy Rules 3017(d) and 2002(b).

118. "*Sponsors*" means, collectively, Holdings, each Affinity Entity, and each TPG Entity.

119. "*Third-Party Release*" means the release given by each of the Releasing Parties to the Released Parties, as set forth in Article VIII.E of the Plan.

120. "*TPG*" means, collectively, each of the TPG Entities.

121. "*TPG Entity*" means each of TPG Asia Unicorn, L.P., Newbridge Asia Unicorn, L.P., Newbridge Asia Genpar IV Advisors, Inc., and TPG Asia Genpar V Advisors, Inc.

122. "*UMS*" means, collectively, UTAC Manufacturing Services Holdings Pte. Ltd. and its direct and indirect subsidiaries.

123. "*Unexpired Lease*" means a lease of nonresidential real property to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

124. "*Unimpaired*" means, with respect to a Class, Claim, Interest, or a Holder of a Claim or Interest, that such Class, Claim, Interest, or Holder is not Impaired.

125. "*U.S. Trustee*" means the Office of the United States Trustee for the Southern District of New York.

126. "*UTAC*" means UTAC Holdings Ltd., a company registered under the Singapore Companies Act, Chapter 50.

127. "*UTAC Parties*" means, collectively, UMS and UTAC.

B. Rules of Interpretation

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference in the Plan to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (3) unless otherwise specified, any reference in the Plan to an existing document, schedule, or exhibit, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (4) unless otherwise specified, all references in the Plan to "Articles" and "Sections" are references to Articles and Sections, respectively, hereof or hereto; (5) the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to any particular portion of the Plan; (6) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (7) unless otherwise specified in the Plan, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (8) in the event of any interpretive dispute regarding the Plan, the Plan Supplement, or any document promulgated pursuant to the Plan, such dispute shall be resolved by the Bankruptcy Court; (9) any term used in capitalized form in the Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (10) references to docket numbers of documents filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (11) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable non-bankruptcy laws; and (12) the terms "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation."

C. Computation of Time

Unless otherwise specifically stated in the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed in the Plan. If the date on which a transaction may occur

pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), or unless otherwise specifically stated, the laws of the State of New York, without giving effect to any principles of conflict of laws that would require or permit the application of the law of another jurisdiction, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided* that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, shall be governed by the applicable non-bankruptcy law with respect to the relevant Debtor or Reorganized Debtor, as applicable.

E. Reference to Monetary Figures

All references in the Plan to monetary figures refer to currency of the United States of America, unless otherwise expressly provided.

F. Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. Controlling Document

In the event of an inconsistency between the Plan, the Restructuring Support Agreement, and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the Plan shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control. Notwithstanding anything to the contrary in the Plan, the Plan Supplement, the Confirmation Order, or the Disclosure Statement, to the extent the Restructuring Support Agreement requires certain consents thereunder for an amendment, document, waiver, or other action or item, such consent requirements shall be deemed required under the corresponding provision of this Plan or the Plan Supplement document, as applicable.

ARTICLE II
ADMINISTRATIVE AND PRIORITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims set forth in Article III of the Plan.

A. Administrative Claims

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim (other than the Forbearance Fee) and, before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders, such consent not to be unreasonably withheld), and, after the Effective Date, the Reorganized Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of Accrued Professional Compensation Claims, Claims on account of the Forbearance Fee, and Claims for fees and expenses pursuant to section 1930 of the Judicial Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than sixty (60) days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative

Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by any Holder of such Allowed Administrative Claim; or (4) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

B. Forbearance Fee

Upon entry of the Confirmation Order, the Forbearance Fee shall be deemed authorized and approved in all respects as set forth in the Restructuring Support Agreement. As of the Effective Date, Reorganized GATE shall distribute New Secured Notes with respect to the Forbearance Fee Amounts to the Initial Noteholders and Additional Noteholders (or their respective designees) in accordance with the terms and conditions set forth in the Restructuring Support Agreement. The Forbearance Fee will not be earned by, calculated considering, or payable to, any Initial Noteholder or Additional Noteholder, as applicable, that is a Non-Accredited Investor. For the avoidance of doubt, the Forbearance Fee will not reduce any other distributions set forth in this Plan.

C. Professional Claims

1. **Professional Fee Escrow Account**

As soon as reasonably practicable after the Confirmation Date, and no later than one Business Day prior to the anticipated Effective Date, the Debtors shall establish the Professional Fee Escrow Account. The Debtors shall fund the Professional Fee Escrow Account with Cash in the amount of the aggregate Professional Fee Escrow Amount for all Professionals. Subject to the occurrence of the Effective Date, the Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds shall not be considered property of the Debtors' Estates, except as otherwise provided in Article II.B.2 of the Plan.

2. **Final Fee Applications and Payment of Accrued Professional Compensation Claims**

All final requests for payment of Claims of a Professional may be filed not earlier than the Confirmation Date and shall be filed no later than sixty (60) calendar days after the Effective Date. The amount of Accrued Professional Compensation Claims owing to the Professionals, after taking into account any prior payments and after applying any retainers, shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account when such Claims are Allowed by a Final Order. To the extent that funds held in the Professional Fee Escrow Account are unable to satisfy the amount of Accrued Professional Compensation Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II.A of the Plan. After all Allowed Accrued Professional Compensation Claims have been paid in full, any excess amounts remaining in the Professional Fee Escrow Account shall be returned to Reorganized GATE.

3. **Professional Fee Escrow Amount**

The Professionals shall estimate their Accrued Professional Compensation Claims before and as of the Effective Date, taking into account any prior payments and any retainers, and shall deliver such estimate to the Debtors no later than five (5) calendar days prior to the anticipated Effective Date, as shall be indicated by the Debtors to such Professionals in writing as soon as reasonably practicable following Confirmation of the Plan; *provided* that such estimates shall not be considered an admission with respect to the fees and expenses of such Professionals and such Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate a reasonable amount of unbilled fees and expenses of such Professional, taking into account any prior payments; *provided, further,* that such estimate shall not be binding or considered an admission with respect to the fees and expenses of such Professional. The total aggregate amount so estimated shall comprise the Professional Fee Escrow Amount. To the extent that any Accrued Professional Compensation Claims are satisfied after the funding of the Professional Fee Escrow Account with funds outside of the Professional Fee Escrow Account, the Professional Fee Escrow Amount shall be reduced by the amount of such funds, and such amount shall be returned as soon as practicable to the Debtors or Reorganized Debtors, as applicable.

4. **Post-Confirmation Date Fees and Expenses**

From and after the Confirmation Date, the Debtors or Reorganized Debtors, as applicable, may, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash any reasonable legal, professional, or other fees and expenses (including those of Professionals that have been formally retained in accordance with sections 327, 363, or 1103 of the Bankruptcy Code before the Confirmation Date).

For the avoidance of doubt, the immediately preceding paragraph shall not affect any professional-service Entity that is permitted or required to receive compensation for services and reimbursement of expenses in the ordinary course of the Debtors' businesses (or in accordance with any relevant prior order of the Bankruptcy Court or the Restructuring Support Agreement), and the Debtors or Reorganized Debtors, as applicable, are permitted to pay such Entities without seeking further authority from the Bankruptcy Court, notwithstanding the occurrence of Confirmation.

D. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code and, for the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

E. Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code, including fees and expenses payable to the U.S. Trustee, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, will be paid by each of the applicable Reorganized Debtors for each quarter (including any fraction thereof) until the applicable Chapter 11 Case of such Reorganized Debtor is converted, dismissed, or closed, whichever occurs first.

ARTICLE III
CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

The Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with section 1122 of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that such Claim or Interest qualifies within the description of that Class, and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of the Holder thereof receiving distributions under the Plan, only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The following chart represents the classification of Claims and Interests for each Debtor pursuant to the Plan:

Class	Claim or Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)

Class	Claim or Interest	Status	Voting Rights
3	Initial Notes Claims	Impaired	Entitled to Vote
4	Additional Notes Claims	Impaired	Entitled to Vote
5	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
6	Intercompany Interests	Unimpaired	Not Entitled to Vote (Deemed to Accept)
7	Interests in GATE	Unimpaired	Not Entitled to Vote (Deemed to Accept)

B. Treatment of Classes of Claims and Interests

To the extent that a Class contains Allowed Claims or Allowed Interests with respect to any Debtor, the classification of Allowed Claims and Allowed Interests is specified below.

1. **Class 1 — Other Secured Claims**

(a) *Classification*: Class 1 consists of any Other Secured Claims.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each such Holder shall receive, at the option of the applicable Debtor (with the consent, in each such case, of the Required Consenting Noteholders, not to be unreasonably withheld):

(i) payment in full in Cash;

(ii) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code;

(iii) Reinstatement of such Allowed Other Secured Claim; or

(iv) such other treatment rendering such Allowed Other Secured Claim Unimpaired.

(c) *Voting*: Class 1 is Unimpaired under the Plan. Holders of Allowed Other Secured Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject the Plan.

2. **Class 2 — Other Priority Claims**

(a) *Classification*: Class 2 consists of any Other Priority Claims.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each such Holder shall receive, at the option of the applicable Debtor (with the consent, in each such case, of the Required Consenting Noteholders, not to be unreasonably withheld):

(i) payment in full in Cash;

(ii) Reinstatement of such Allowed Other Priority Claim; or

(iii) such other treatment rendering such Allowed Other Priority Claim Unimpaired.

(c) *Voting*: Class 2 is Unimpaired under the Plan. Holders of Allowed Other Priority Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Other Priority Claims are not entitled to vote to accept or reject the Plan.

3. **Class 3 — Initial Notes Claims**

(a) *Classification*: Class 3 consists of all Initial Notes Claims.

(b) *Allowance*: The Initial Notes Claims shall be Allowed in the aggregate principal amount of $625,000,000 and shall not be subject to any avoidance, reductions, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, crossclaims, defenses, disallowance, impairment, objection, or any other challenges under any applicable law or regulation by any Person or Entity in any jurisdiction worldwide. Other than the $625,000,000 principal amount of the aggregate Initial Notes, no other Claim with respect to the Initial Notes (including any Claim with respect to or on account of prepetition or postpetition interest, default interest, fees, or other costs) shall be allowed for purposes of the Plan.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Initial Notes Claim, each Holder of an Allowed Initial Notes Claim shall receive its Pro Rata share of:

(i) $517,642,619.84 in New Secured Notes (which includes the New Secured Notes referenced in the proviso in Article III.B.4.(c)(i) hereof); and

(ii) $8,892,619.84 in Cash.

(d) *Voting*: Class 3 is Impaired under the Plan. Holders of Initial Notes Claims are entitled to vote to accept or reject the Plan.

4. **Class 4 — Additional Notes Claims**

(a) *Classification*: Class 4 consists of all Additional Notes Claims.

(b) *Allowance*: The Additional Notes Claims shall be Allowed in the amount of $502,257,000 and shall not be subject to any avoidance, reductions, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, crossclaims, defenses, disallowance, impairment, objection, or any other challenges under any applicable law or regulation by any Person or Entity in any jurisdiction worldwide. Other than the $502,257,000 principal amount of the aggregate Additional Notes, no other Claim with respect to the Additional Notes (including any Claim with respect to or on account of prepetition or postpetition interest, default interest, fees, or other costs) shall be allowed for purposes of the Plan.

(c) *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, in full and final satisfaction, settlement, release, and discharge of and in exchange for each

Additional Notes Claim, each Holder of an Allowed Additional Notes Claim shall receive its Pro Rata share of:

(i) $84,900,000 in New Secured Notes; *provided* that consistent with the Restructuring Support Agreement, Reorganized GATE will distribute $5,000,000 of the New Secured Notes that would otherwise be distributed on the Effective Date to the Holder of the Affiliate Noteholder Notes under the Plan to the Initial Noteholders in accordance with the Plan; and

(ii) the Additional Noteholder Common Equity; *provided* that, the Additional Noteholder Common Equity to be distributed to Additional Noteholders (other than the Affiliate Noteholder and the members, as of the Confirmation Date, of each of the Additional Noteholder Ad Hoc Group, the Milbank Initial Noteholder Group, or the Dechert Initial Noteholder Group), may, in accordance with the New Shareholders Agreement, be distributed to a trust or similar structure established on or as soon as reasonably practicable following the Effective Date on behalf of such Holders, the terms of which trust (if any) shall be set forth in the New Shareholders Agreement.

(d) *Voting*: Class 4 is Impaired under the Plan. Holders of Additional Notes Claims are entitled to vote to accept or reject the Plan.

5. **Class 5 — General Unsecured Claims**

(a) *Classification*: Class 5 consists of any General Unsecured Claims against any Debtor.

(b) *Treatment*: Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Claim, each Holder of an Allowed General Unsecured Claim shall receive payment in Cash in an amount equal to such Allowed General Unsecured Claim in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed General Unsecured Claim.

(c) *Voting*: Class 5 is Unimpaired under the Plan. Holders of Allowed General Unsecured Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed General Unsecured Claims are not entitled to vote to accept or reject the Plan.

6. **Class 6 — Intercompany Interests**

(a) *Classification*: Class 6 consists of all Interests in each of the Debtors other than GATE.

(b) *Treatment*: Intercompany Interests shall be, at the option of the Debtors, either Reinstated, canceled, or receive such other treatment that is acceptable to the Debtors or the Reorganized Debtors, as applicable, with the consent of the Required Consenting Noteholders, not to be unreasonably withheld.

(c) *Voting*: Class 6 is Unimpaired under the Plan. Holders of Intercompany Interests are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan.

7. **Class 7 — Interests in GATE**

(a) *Classification*: Class 7 consists of all Interests in GATE.

(b) *Treatment*: On the Effective Date, Interests in GATE shall be Reinstated.

(c) *Voting*: Class 7 is Unimpaired under the Plan. Holders of Interests in GATE are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Interests in GATE are not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claim, including all rights regarding legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claim.

D. Elimination of Vacant Classes

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest, or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Voting Classes; Presumed Acceptance by Non-Voting Classes

If a Class contains Claims or Interests eligible to vote, and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims or Interests in such Class.

F. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors or the Reorganized Debtors, as applicable, reserve the right to re-classify, with the consent of the Required Consenting Noteholders, not to be unreasonably withheld, any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

G. Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

H. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III.B of the Plan. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification,

including by modifying the treatment applicable to a Class of Claims to render such Class of Claims Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules, or to withdraw the Plan as to such Debtor.

ARTICLE IV
MEANS FOR IMPLEMENTATION OF THE PLAN

A. Settlement With the 2014 Plaintiff Initial Noteholders

Pursuant to a settlement among the Debtors, the UTAC Parties, the TPG Entities, the Affinity Entities, and the 2014 Plaintiff Initial Noteholders: (1) the 2014 Plaintiff Initial Noteholders will dismiss the 2014 N.Y. Action with prejudice on the Effective Date; (2) all parties to the 2014 N.Y. Action will jointly execute a stipulation of dismissal, which will be in form and substance acceptable to the Debtors, the 2014 Plaintiff Initial Noteholders, and the Equity Parties and will be held in escrow pending occurrence of the Effective Date and filed promptly upon the occurrence of the Effective Date; (3) the 2014 Plaintiff Initial Noteholders (in addition to the consideration provided in Article III.B.3(c) of the Plan) will receive, in the aggregate, $11,107,380.16 in New Secured Notes and $1,107,380.16 in Cash, pursuant to an allocation schedule to be provided by counsel to the 2014 Plaintiff Initial Noteholders to counsel to the Debtors prior to the Confirmation Hearing; and (4) as provided in Article III.B.4(c)(i) of the Plan, the Holders of the Initial Notes will receive $5,000,000 in New Secured Notes that otherwise would have been distributed to the Holder of Affiliate Noteholder Notes. The recoveries set forth in this Article IV.A are made available pursuant to this settlement and Confirmation of the Plan shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, of this settlement. On the Effective Date, the Debtors shall be authorized to file and shall file the stipulation of dismissal with the Supreme Court of the State of New York.

B. Settlement With the 2017 Plaintiff Initial Noteholders

Pursuant to a settlement among the Debtors, the UTAC Parties, the TPG Entities, the Affinity Entities, and the 2017 Plaintiff Initial Noteholders: (1) the 2017 Plaintiff Initial Noteholders will dismiss the 2017 N.Y. Action with prejudice on the Effective Date; (2) all parties to the 2017 N.Y. Action will jointly execute a notice of dismissal, which will be in form and substance acceptable to the Debtors, the 2017 Plaintiff Initial Noteholders, and the Equity Parties and will be held in escrow pending occurrence of the Effective Date and filed promptly upon the occurrence of the Effective Date; and (3) as provided in Article III.B.4(c)(i) of the Plan, the Holders of the Initial Notes will receive $5,000,000 in New Secured Notes that otherwise would have been distributed to the Holder of Affiliate Noteholder Notes. Confirmation of the Plan shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, of this settlement. On the Effective Date, the Debtors shall be authorized to file and shall file the notice of dismissal with the Supreme Court of the State of New York.

C. Restructuring Transactions

On and after the Confirmation Date, the Debtors or the Reorganized Debtors, as applicable, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, which transactions shall include: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, reorganization, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution or other certificates or documentation for other transactions as described in clause (1), pursuant to applicable non-bankruptcy law; (4) the execution and delivery of the New Shareholders Agreement; (5) the execution and delivery of the New Indenture Documents, and the issuance and distribution of the New Secured Notes; (6) the issuance, distribution, reservation, or dilution, as applicable, of the Additional Noteholder Common Equity; and (7) all other actions that the Debtors determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Restructuring.

D. Sources of Consideration for Plan Distributions

Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain securities in connection with the Plan, including the New Secured Notes and the Additional Noteholder Common Equity, will be exempt from SEC registration, as described more fully in Article IV.E below.

1. **UMS**

On the Effective Date: (a) TPG and Affinity will cause UTAC to take the necessary and appropriate corporate actions to authorize and issue the Additional Noteholder Common Equity to the Additional Noteholders (including the Affiliate Noteholder) in accordance with the Plan, and thereafter TPG and Affinity will directly or indirectly retain or receive, as applicable, collectively, 69 percent of the New Equity (which amount shall be in addition to, and not including, any New Equity to be distributed to the Affiliate Noteholder with respect to any Additional Notes held by the Affiliate Noteholder); (b) UMS and GATE will be operated as a combined enterprise with a single management team, owned by UTAC; and (c) and the assets of UMS, GATE, the other Debtors, and the other guarantors under the New Indenture shall serve as collateral to secure the New Secured Notes, as contemplated under the New Indenture Documents.

2. **Issuance and Distribution of the New Secured Notes**

On the Effective Date, Reorganized GATE shall issue the New Secured Notes and the Reorganized Debtors shall enter into the New Indenture Documents. For purposes of making distributions under the Plan, Reorganized GATE shall, in furtherance of Article III of the Plan, distribute the New Secured Notes to the Additional Noteholders and the Initial Noteholders on the Effective Date.

3. **Issuance and Distribution of the Additional Noteholder Common Equity**

On the Effective Date, parties to the New Shareholders Agreement shall execute and deliver the New Shareholders Agreement and TPG and Affinity shall cause UTAC to issue the Additional Noteholder Common Equity to the Holders of the Additional Notes. The Additional Noteholder Common Equity issued under the Plan shall be duly authorized, validly issued, fully paid, and non-assessable.

E. Exemption from Registration Requirements

1. **Additional Noteholder Common Equity**

The Additional Noteholder Common Equity will be offered, issued, and distributed without registration under the Securities Act or any similar law in reliance upon section 1145 of the Bankruptcy Code to the extent such exemption is available. Such Additional Noteholder Common Equity to be issued under the Plan are: (a) not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act; and (b) subject to the terms of the New Shareholders Agreement, are freely tradable and transferable by any initial recipient thereof that (i) is not an "affiliate" of the Debtors, as defined in Rule 144(a)(1) under the Securities Act, (ii) has not been such an "affiliate" within 90 days of such transfer, and (iii) is not an entity that is an "underwriter" as defined in section 1145(b) of the Bankruptcy Code. To the extent any Additional Noteholder Common Equity is not permitted to be issued under section 1145 of the Bankruptcy Code, such Additional Noteholder Common Equity will be issued under Section 4(a)(2) of the Securities Act and such Additional Noteholder Common Equity will be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act. Should UTAC or the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Additional Noteholder Common Equity to be issued under the Plan through the facilities of the DTC, UTAC, or the Reorganized Debtors, as applicable, need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the Additional Noteholder Common Equity to be issued under the Plan under applicable securities laws. The DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the

Additional Noteholder Common Equity to be issued under the Plan are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, the DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Additional Noteholder Common Equity to be issued under the Plan is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. For the avoidance of doubt, all of the Additional Noteholder Common Equity shall be subject to the terms of the New Shareholders Agreement.

2. **New Secured Notes**

The New Secured Notes (including any New Secured Notes issued pursuant to the Plan with respect to the Forbearance Fee) will be offered, issued, and distributed without registration under the Securities Act or any similar law in reliance upon section 1145 of the Bankruptcy Code to the extent such exemption is available. Such New Secured Notes to be issued under the Plan are: (a) not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act; and (b) subject to the terms of the New Indenture, are freely tradable and transferable by any initial recipient thereof that (i) is not an "affiliate" of the Debtors, as defined in Rule 144(a)(1) under the Securities Act, (ii) has not been such an "affiliate" within 90 days of such transfer, and (iii) is not an entity that is an "underwriter" as defined section 1145(b) of the Bankruptcy Code. To the extent any New Secured Notes are not permitted to be issued under section 1145 of the Bankruptcy Code, such New Secured Notes will be issued under Section 4(a)(2) of the Securities Act and such New Secured Notes will be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act. Should UTAC or the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the New Secured Notes to be issued under the Plan through the facilities of the DTC, UTAC, or the Reorganized Debtors, as applicable, need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Secured Notes to be issued under the Plan under applicable securities laws. The DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Secured Notes to be issued under the Plan are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, the DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Secured Notes to be issued under the Plan is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. For the avoidance of doubt, all of the New Secured Notes shall be subject to the terms of the New Indenture.

F. Corporate Existence

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as applicable, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable non-bankruptcy law).

G. Corporate Action

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (1) adoption or assumption, as applicable, of the agreements with existing management; (2) selection of the directors, managers, and officers for the Reorganized Debtors; (3) implementation of the Restructuring; (4) the applicable Reorganized Debtors' entry into the New Indenture Documents; and (5) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, as applicable, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors, as applicable. On or (as applicable) prior to the

Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Indenture Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by Article V.I of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

H. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan, or in any agreement, instrument, or other document incorporated into the Plan (including with respect to Liens securing obligations under the New Indenture Documents and the Liens securing obligations on account of any Other Secured Claims that are Reinstated pursuant to the Plan), on the Effective Date, all property in each Debtor's Estate, all Causes of Action of the Debtors, and any property acquired by any of the Debtors under the Plan, shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

I. Cancellation of Notes, Instruments, Certificates, and Other Documents

On the Effective Date, except to the extent otherwise provided herein, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including, for the avoidance of doubt, the Initial Notes Claims and the Additional Notes Claims, shall be cancelled and the obligations of the Debtors or the Reorganized Debtors and any non-Debtor Affiliates thereunder or in any way related thereto shall be discharged; *provided* that, notwithstanding Confirmation or the occurrence of the Effective Date, any credit document or agreement that governs the rights of the Holder of a Claim or Interest shall continue in effect solely for purposes of (a) allowing Holders of Allowed Claims to receive distributions under the Plan and (b) allowing and preserving the rights of the Indenture Trustee and any agent or representative of Holders of Claims or Interests, as applicable, to make distributions on account of Allowed Claims, as provided herein.

J. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtors, and the officers and members of the boards of directors and managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan in the name and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, or consents, except for those expressly required under the Plan.

K. Exemptions from Certain Taxes and Fees

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to either a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors, including the New Secured Notes and the Additional Noteholder Common Equity; (2) the Restructuring; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for any or all of the New Secured Notes; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate governmental officials or agents shall forego the collection of any such tax

or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

L. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all of their respective Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action specifically released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII of the Plan, which Causes of Action shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity.** Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or by a Final Order of the Bankruptcy Court, the Reorganized Debtors expressly reserve all Causes of Action for later adjudication and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation or Consummation.

M. Payment of Certain Fees and Expenses

Without any further notice to, or action, order, or approval of the Bankruptcy Court, the Debtors or Reorganized Debtors, as applicable, shall pay, on the Effective Date, all then-outstanding reasonable and documented unpaid fees and expenses incurred on or before the Effective Date by all of the attorneys, advisors, and other professionals payable under the Restructuring Support Agreement and the Plan, which shall include, without limitation, all reasonable and documented fees and out-of-pocket expenses (including travel costs and expenses), regardless of whether such fees and expenses were incurred prepetition or postpetition, of: (1) the members of the Milbank Initial Noteholder Ad Hoc Group, the Dechert Initial Noteholder Ad Hoc Group, and the Additional Noteholder Ad Hoc Group and their respective counsel advising on the Restructuring (including the Noteholder Foreign and Collateral Counsel); (2) Milbank, Tweed, Hadley & McCloy LLP, as primary U.S. counsel to the Milbank Initial Noteholder Ad Hoc Group; (3) Drew & Napier, as primary Singapore counsel to the Milbank Initial Noteholder Ad Hoc Group; (4) PJT Partners LP, as financial advisor to the Milbank Initial Noteholder Ad Hoc Group; (5) Ropes & Gray LLP, as primary U.S. counsel to the Additional Noteholder Ad Hoc Group; (6) local counsel retained by the Additional Noteholder Ad Hoc Group; (7) Houlihan Lokey, as financial advisor to the Additional Noteholder Ad Hoc Group; (8) Dechert LLP, as primary U.S. counsel to the Dechert Initial Noteholder Ad Hoc Group; (9) Lowenstein Sandler LLP, as counsel to certain Consenting Initial Noteholders in the N.Y. Litigation Proceedings; and (10) Brown Rudnick LLP, as counsel to certain Consenting Initial Noteholders in the N.Y. Litigation Proceedings. The Debtors will also pay or reimburse on the Effective Date any outstanding fees and expenses of the Indenture Trustee, whether or not such fees and expenses were incurred prepetition or postpetition, to the extent provided under the Indenture. On and as of the Effective Date, the foregoing obligations will be assumed and irrevocable and will survive the effectiveness of the Plan.

N. Wind Down of the Shanghai Business

Without any further notice to, or action, order, or approval of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, shall wind down the affairs of Debtor UTAC (Shanghai) Co., Ltd. and undertake certain related actions in connection therewith, including transferring certain useable equipment to other

Debtors or non-Debtor Affiliates, selling the remaining usable equipment and any unrepairable, old, and/or obsolete equipment to third parties, terminating Debtor UTAC (Shanghai) Co., Ltd.'s remaining employees and making separation payments to such employees, and engaging certain agents, brokers, auctioneers, and liquidators to perform certain functions in connection with the wind down.

ARTICLE V
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided in the Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, all Executory Contracts and Unexpired Leases shall be deemed assumed, without the need for any further notice to, or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code; *provided* that the Restructuring Support Agreement shall be deemed assumed as of the Confirmation Date; *provided*, *further*, that upon the occurrence of the Effective Date, the Restructuring Support Agreement will terminate in accordance with Section 8 thereof.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumptions or assumption and assignment, as applicable, of such Executory Contracts or Unexpired Leases as set forth in the Plan, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions or assumptions and assignments of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, but not assigned to a third party before the Effective Date, shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

To the maximum extent permitted by law, to the extent that any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

B. Cure of Defaults and Objections to Cure and Assumption

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption and shall not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise, and payment of the applicable cure amount, shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any proof of claim filed with respect to an Executory Contract or Unexpired Lease that is assumed shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.**

C. Insurance Policies

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, shall be treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims.

D. Indemnification Provisions

On and as of the Effective Date, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan, and the Reorganized Debtors' governance documents will provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, employees, and agents to the fullest extent permitted by law and at least to the same extent as the organizational documents of each of the respective Debtors on the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. None of the Reorganized Debtors will amend and/or restate their respective governance documents before or after the Effective Date to terminate or adversely affect any of the Reorganized Debtors' obligations to provide such indemnification rights or such directors,' officers,' employees,' or agents' indemnification rights.

On and as of the Effective Date, any of the Debtors' indemnification obligations with respect to any contract or agreement that is the subject of or related to any litigation against the Debtors or Reorganized Debtors, as applicable, shall be assumed by the Reorganized Debtors and otherwise remain unaffected by the Chapter 11 Cases.

E. Director, Officer, Manager, and Employee Liability Insurance

On or before the Effective Date, the Debtors, on behalf of the Reorganized Debtors, shall be authorized to and shall purchase and maintain directors, officers, managers, and employee liability tail coverage for the six (6)-year period following the Effective Date for the benefit of the Debtors' current and former directors, managers, officers, and employees on terms no less favorable to such Persons than their existing coverage under the D&O Liability Insurance Policies with available aggregate limits of liability upon the Effective Date of no less than the aggregate limit of liability under the existing D&O Liability Insurance Policies.

After the Effective Date, none of the Debtors or the Reorganized Debtors shall terminate or otherwise reduce the coverage under any such policies (including, if applicable, any "tail policy") with respect to conduct occurring on or prior to the Effective Date, and all officers, directors, managers, and employees of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full six-year term of such policy regardless of whether such officers, directors, managers, or employees remain in such positions after the Effective Date.

On and after the Effective Date, each of the Reorganized Debtors shall be authorized to purchase a directors' and officers' liability insurance policy for the benefit of their respective directors, members, trustees, officers, and managers in the ordinary course of business.

F. Employee and Retiree Benefits

Except as otherwise provided in the Plan, on and after the Effective Date, subject to any Final Order, and without limiting any authority provided to the officers and members of the boards of directors and managers under the Debtors' respective formation and constituent documents, the Reorganized Debtors shall: (1) amend, adopt, assume, and/or honor in the ordinary course of business any contracts, agreements, policies, programs, and plans, in accordance with their respective terms, for, among other things, compensation, including any incentive plans, health care benefits, disability benefits, deferred compensation benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation insurance, and accidental death and dismemberment insurance for the directors, officers, and employees of any of the Debtors who served in such capacity from and after the Petition

Date; and (2) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date and not otherwise paid pursuant to a Bankruptcy Court order; *provided* that the Consummation of the transactions contemplated in the Plan shall not constitute a "change in control" with respect to any of the foregoing arrangements. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

G. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease.

H. Reservation of Rights

Except with respect to the Restructuring Support Agreement, nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors or any other party that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or the Reorganized Debtors, as applicable, shall have thirty (30) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

I. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code, unless such deadline(s) have expired.

J. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor, and any Executory Contracts and Unexpired Leases assumed by any Debtor, may be performed by the applicable Reorganized Debtor in the ordinary course of business.

ARTICLE VI
PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan, on the Effective Date the Debtors shall distribute the full amount of the distributions that the Plan provides for Allowed Additional Notes Claims and Allowed Initial Notes Claims and all other Holders of Allowed Claims or Interests shall receive on the Effective Date (or, if a Claim or Interest is not an Allowed Claim or Interest on the Effective Date, on the date that such Claim becomes an Allowed Claim or Interest), or as soon as reasonably practicable thereafter, the full amount of the distributions that the Plan provides for such Allowed Claims and Interests in each applicable Class, in the manner provided in the Plan. If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are any Disputed Claims or

Interests, distributions on account of any such Disputed Claims or Interests shall be made pursuant to the provisions set forth in Article VII of the Plan.

B. Distributions on Account of Obligations of Multiple Debtors

For all purposes associated with distributions under the Plan, if an obligation of a Debtor is guaranteed by any other Debtor, or if any Debtor is jointly (or jointly and severally) liable on any obligation with any other Debtor, such guarantee or joint liability shall be deemed eliminated upon the receipt by the obligee of the treatment afforded to the primary obligation in accordance with the terms of this Plan, so that any obligation that could otherwise be asserted against more than one (1) Debtor shall result in a single distribution under the Plan; *provided* that Claims held by a single Entity at different Debtors that are not based on guarantees or joint and several liability shall be entitled to the applicable distribution for such Claim by each applicable Debtor. Any such Claims shall be released and discharged pursuant to Article VIII of the Plan and shall be subject to all potential objections, defenses, and counterclaims, and to estimation pursuant to section 502(c) of the Bankruptcy Code. For the avoidance of doubt, this shall not affect (i) the obligation of each and every Debtor to pay the U.S. Trustee's fees until such time as a particular Chapter 11 Case is closed, dismissed, or converted; (ii) any obligations of the Debtors or the Reorganized Debtors under the Restructuring Support Agreement; (iii) any obligations of the Reorganized Debtors under the New Indenture Documents; and/or (iv) any obligations of UTAC under the New Shareholders Agreement.

C. Distribution Agent

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by the Distribution Agent on the Effective Date. The Distribution Agent shall not be required to give any bond, surety, or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

D. Rights and Powers of the Distribution Agent

1. **Powers of the Distribution Agent**

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated by the Plan; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions of the Plan.

2. **Expenses Incurred On or After the Effective Date**

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Distribution Agent on or after the Effective Date (including taxes) and any reasonable compensation and out-of-pocket expense reimbursement claims (including reasonable, actual, and documented attorney and/or other professional fees and expenses) made by the Distribution Agent shall be paid in Cash by the Reorganized Debtors.

E. Delivery of Distributions

1. **Delivery of Distributions in General**

Distributions under the Plan to Holders of Initial Notes Claims and Additional Notes Claims pursuant to Articles III.B.3 and III.B.4 of the Plan shall not be subject to any distribution record date or similar limitation. Subject to Article VI of the Plan, distributions on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors, and the Distribution Agent, as applicable, shall not incur any liability whatsoever on account of any action taken, or inaction, in connection with making distributions under and in accordance with the terms of the Plan; provided,

however, that without limiting the effect of Article VIII of the Plan, the foregoing provision will have no effect on the liability of such party that would otherwise result from any such action or inaction to the extent that such action or inaction is determined in a Final Order to have constituted fraud, theft, gross negligence, or willful misconduct.

2. **Undeliverable Distributions and Unclaimed Property**

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Distribution Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest on such distribution; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the later of (a) the Effective Date; and (b) the date of the attempted distribution. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable non-bankruptcy escheat, abandoned, or unclaimed property laws to the contrary), and the claim of any Holder to such property or interest in property shall be discharged and forever barred.

3. **No Fractional Distributions**

No fractional notes or shares, as applicable, of the New Secured Notes or the Additional Noteholder Common Equity shall be distributed, and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an applicable Allowed Claim would otherwise result in the issuance of a number of notes or shares, as applicable, of the New Secured Notes or the Additional Noteholder Common Equity that is not a whole number, the actual distribution of notes or shares, as applicable, of the New Secured Notes or the Additional Noteholder Common Equity shall be rounded as follows: (a) fractions of one-half (½) or greater shall be rounded to the next higher whole number; and (b) fractions of less than one-half (½) shall be rounded to the next lower whole number with no further payment therefor. The total number of authorized notes and shares, as applicable, of New Secured Notes or Additional Noteholder Common Equity shall be adjusted as necessary to account for the foregoing rounding.

F. Manner of Payment

At the option of the Distribution Agent, any Cash payment to be made under the Plan may be made by check or wire transfer, or as otherwise required or provided in applicable agreements.

G. Compliance Matters

In connection with the Plan, to the extent applicable, the Reorganized Debtors and the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

H. No Postpetition or Default Interest on Claims

Unless otherwise specifically provided for in the Plan, the Cash Collateral Orders, or the Confirmation Order, and notwithstanding any documents that govern the Debtors' prepetition indebtedness to the contrary: (1) postpetition and/or default interest shall not accrue or be paid on any Claims; and (2) no Holder of a Claim shall be entitled to (a) interest accruing on or after the Petition Date on any such Claim, or (b) interest at the contract default rate, as applicable. For the avoidance of doubt, this provision shall not reduce, impact, or otherwise affect

any obligation of the Reorganized Debtors with respect to any interest payable pursuant to the terms of the New Secured Notes.

I. Allocation Between Principal and Accrued Interest

Except as otherwise provided in the Plan, the aggregate consideration paid to Holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (to the extent thereof) and, thereafter, to the interest, if any, on such Allowed Claim accrued through the Effective Date.

J. Setoffs and Recoupment

Except as otherwise expressly provided for herein, each Reorganized Debtor, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may set off against or recoup any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any Claims, rights, and Causes of Action of any nature that such Debtor or the Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided* that neither the failure to effectuate such a setoff or recoupment nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action that such Reorganized Debtor may possess against such Holder.

K. Claims Paid or Payable by Third Parties

1. **Claims Paid by Third Parties**

A Claim shall be reduced dollar-for-dollar, and such Claim shall be disallowed in a commensurate amount without an objection to such Claim having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives any payment on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent that a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall repay, return, or deliver any distribution held by or transferred to the Holder to the applicable Reorganized Debtor to the extent that the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

2. **Claims Payable by Third Parties**

The availability, if any, of insurance policy proceeds for the satisfaction of an Allowed Claim shall be determined by the terms of the insurance policies of the Debtors or Reorganized Debtors, as applicable. To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged to the extent of any agreed upon satisfaction by the Solicitation Agent without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. **Applicability of Insurance Policies**

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy or policies. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained in the Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VII
PROCEDURES FOR RESOLVING DISPUTED CLAIMS AND INTERESTS

A. Disputed Claims Process

Holders of Claims and Interests need not file a Proof of Claim with the Bankruptcy Court and shall be subject to the Bankruptcy Court process only to the extent provided in the Plan. On and after the Effective Date, except as otherwise provided in the Plan, all Allowed Claims shall be paid in the ordinary course of business of the Reorganized Debtors. If the Debtors or Reorganized Debtors dispute any Claim or Interest, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced and shall survive the Effective Date as if the Chapter 11 Cases had not been commenced; *provided* that the Debtors or Reorganized Debtors may elect, at their sole option, to object to any Claim (other than Claims expressly Allowed by the Plan) and to have the validity or amount of any Claim adjudicated by the Bankruptcy Court; *provided*, *further*, that Holders of Claims and Administrative Claims may elect to resolve the validity or amount of any Claim in the Bankruptcy Court. If a Holder makes such an election, the Bankruptcy Court shall apply the law that would have governed the dispute if the Chapter 11 Cases had not been filed. Notwithstanding anything in this Article V.II.A (1) all disputes regarding the amount of any cure pursuant to section 365 of the Bankruptcy Code, and (2) Claims that the Debtors seek to have determined by the Bankruptcy Court, shall, in all cases, be determined by the Bankruptcy Court; *provided* that any Claim under a New Indenture Document shall be subject solely to the jurisdiction and choice of forum provisions therein.

B. Claims Administration Responsibilities

Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority to: (1) file, withdraw, or litigate to judgment, any objections to Claims or Interests; and (2) settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided in the Plan, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to Article IV.L of the Plan.

C. Estimation of Claims and Interests

Before or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim or Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

D. Adjustment to Claims Without Objection

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged by the Reorganized Debtors without the Reorganized Debtors having to file an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest, and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. No Distributions Pending Allowance

Notwithstanding any other provision hereof, if any portion of a Claim or Interest is a Disputed Claim or Interest, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

F. Distributions After Allowance

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Interest in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Interest becomes a Final Order, the Distribution Agent shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim or Interest.

G. No Interest

Interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

ARTICLE VIII
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Interests, and Controversies

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

B. Discharge of Claims

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever against, whether known or unknown (including any interest accrued on Claims or Interests from and after the Petition Date), liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a proof of claim based upon such debt or right is filed or deemed filed pursuant to section 501 of

the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

C. ***Release of Liens***

Except (1) with respect to the Liens securing the New Secured Notes and Other Secured Claims that are Reinstated pursuant to the Plan or (2) as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other Security Interests against any property of the Estates and, subject to the consummation of the applicable distributions contemplated in the Plan, shall be fully released and discharged, and the Holders of such mortgages, deeds of trust, Liens, pledges, or other Security Interests shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and Interest of any Holders of such mortgages, deeds of trust, Liens, pledges, or other Security Interests shall revert to the Reorganized Debtor and its successors and assigns.

D. ***Debtor Release***

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, the Debtors and their Estates, the Reorganized Debtors, and each of their respective current and former Affiliates hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases, waives, and discharges, and shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived and discharged the Released Parties from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever (including any derivative claims asserted or that may be asserted on behalf of the Debtors or their Estates or their Affiliates in their own right, whether individually or collectively, or on behalf of the Holder of any claim or interest or other |Entity, and claims and Causes of Action with respect to the Senior Secured Notes, the Exchange, and any transaction arising under, or relating to, the Intercreditor Agreement, the N.Y. Litigation Proceedings, the Restructuring, or the Plan), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, or the Reorganized Debtors, the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the business or contractual arrangement between any Debtor and any Released Party, the subject matter of, or the transactions or events giving rise to any claim or interest that is treated in the Plan, the formulation, preparation, dissemination, negotiation, of the Restructuring Support Agreement, the Plan, the Disclosure Statement, or any other action or transaction relating in any way to any of the foregoing, any contract, instrument, release, or other agreement or document related to, created or entered into in connection with the Plan, the Disclosure Statement, the Restructuring Support Agreement, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

E. ***Third-Party Release***

As of the Effective Date, for good and valuable consideration, each Releasing Party, regardless of whether any Releasing Party consents to this "Third-Party Release," to the greatest extent permitted by applicable law, hereby forever releases and discharges, and is deemed to have forever released and discharged each Released Party from any and all claims, interests, obligations, rights, suits, damages, remedies, liabilities, and Causes of Action, whether known or unknown, liquidated or contingent, foreseen or

unforeseen, existing or hereafter arising, in law, equity, or otherwise, arising from the beginning of time through the Effective Date, including, without limitation, that such Entity would have been legally entitled to assert based on or related to the N.Y. Litigation Proceedings, as well as based on or relating to, in any manner arising from, in whole or in part, the Senior Secured Notes, the Exchange, and any transactions arising under, or relating to, the Intercreditor Agreement, the Restructuring, or the Plan, as well as all other claims and Causes of Action (including claims and Causes of Action based on or relating to the Senior Secured Notes, the Exchange, and any transactions arising under, or relating to, the Intercreditor Agreement, the N.Y. Litigation Proceedings, the Restructuring, or the Plan), whether known or unknown, including any derivative claims asserted or capable of being asserted by or on behalf of the Debtors or the Reorganized Debtors, or their Estates or Affiliates, or any other Releasing Party, as applicable, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any claim or interest, based on or relating to, or in any manner arising from or in connection with, in whole or in part, the Debtors or the Reorganized Debtors, or any other Releasing Party, the Restructuring Support Agreement, the Disclosure Statement, the Plan, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the business or contractual arrangements between any Debtor and any Released Party, the subject matter of, or the transactions or events giving rise to any claim or interest that is treated in the Plan, the formulation, preparation, dissemination, and negotiation, of the Plan, the Disclosure Statement, or any other action or transaction relating in any way to any of the foregoing, any contract, instrument, release, or other agreement or document related to, created or entered into in connection with the Plan, the Disclosure Statement, the Restructuring Support Agreement, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (2) the claims of any Initial Noteholder or Additional Noteholder against any other Initial Noteholder, Additional Noteholder, predecessor Initial Noteholder, or predecessor Additional Noteholder under any post-Exchange agreement between or among such parties and as to which the Debtors are not parties, which claims are expressly reserved.

F. ***Exculpation***

Except as otherwise specifically and expressly provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, in whole or in part, the Debtors, the formulation, preparation, dissemination, negotiation, of the Restructuring Support Agreement, the Plan, the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan; *provided* that, the foregoing "Exculpation" shall be limited to the extent permitted in section 1125(e) of the Bankruptcy Code. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release or exculpate any claim relating to (1) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (2) the claims of any Initial Noteholder or Additional Noteholder against any predecessor Initial Noteholder or Additional Noteholder that is a party to any post-Exchange agreement with such Initial Noteholder or Additional

Noteholder in connection with the transfer or trading of Initial Notes or Additional Notes, which claims are expressly reserved.

*G. **Injunction***

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR FOR OBLIGATIONS ISSUED OR REQUIRED TO BE PAID PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO THE PLAN (INCLUDING ANY CLAIMS ASSERTED IN CONNECTION WITH, OR THAT COULD HAVE BEEN ASSERTED IN CONNECTION WITH, THE N.Y. LITIGATION PROCEEDING), SHALL BE DISCHARGED PURSUANT TO THE PLAN, OR ARE SUBJECT TO EXCULPATION PURSUANT TO THE PLAN, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, OR THE RELEASED PARTIES: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS (INCLUDING WITH RESPECT TO THE EXCHANGE PURSUANT TO WHICH THE ADDITIONAL NOTES WERE ISSUED); (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR THE ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (IV) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE PROPERTY OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF RIGHT IN A DOCUMENT FILED WITH THE BANKRUPTCY COURT EXPLICITLY PRESERVING SUCH SETOFF, AND NOTWITHSTANDING AN INDICATION OF A CLAIM OR INTEREST OR OTHERWISE THAT SUCH ENTITY ASSERTS, HAS, OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO APPLICABLE LAW OR OTHERWISE; AND (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED OR SETTLED PURSUANT TO THE PLAN.

H. Protection Against Discriminatory Treatment

In accordance with section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against any Reorganized Debtor, or any Entity with which a Reorganized Debtor has been or is associated, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because such Reorganized Debtor was a Debtor under chapter 11, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

I. Recoupment

In no event shall any Holder of a Claim be entitled to recoup such claim against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any proof of Claim or otherwise that such Holder asserts, or has or intends to preserve, any right of recoupment.

J. Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the Effective Date, such Claim shall be forever disallowed notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Effective Date (1) such Claim has been adjudicated as noncontingent, or (2) the relevant Holder of a Claim has filed a noncontingent proof of claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent.

K. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases (pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court) and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

L. Document Retention

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

ARTICLE IX
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to Article IX.B of the Plan:

1. the Bankruptcy Court shall have entered the Confirmation Order;

2. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan, including signature pages executed by all required parties of the notices or stipulations of dismissal of the 2014 N.Y. Action and the 2017 N.Y. Action, respectively, to be held in escrow pending occurrence of the Effective Date;

3. all Accrued Professional Compensation Claims and expenses of retained Professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court;

4. the Cash Collateral Orders shall be in full force in effect and the Debtors shall be in compliance therewith;

5. the Restructuring Support Agreement shall not have been terminated and shall be in full force and effect, and the Debtors shall be in compliance therewith;

6. the New Secured Notes shall have been issued under the New Indenture and the Debtors and UTAC shall have delivered all security documents required under the New Indenture Documents in order for such security documents to become effective;

7. the New Shareholders Agreement shall have been executed by all parties thereto;

8. UTAC shall have issued the Additional Noteholder Common Equity;

9. all new organization documents of UTAC (including certificates or articles of incorporation, bylaws, or other applicable formation and governance documents) shall be in full force and effect;

10. UMS shall have guaranteed the New Secured Notes in a manner consistent with the Plan and the Restructuring Support Agreement; and

11. all reasonable and documented unpaid fees and expenses incurred on or before the Effective Date by all of the attorneys, advisors, and other professionals payable under the Restructuring Support Agreement, the Cash Collateral Orders, and to the Indenture Trustee, shall have been paid.

B. Waiver of Conditions Precedent

The Debtors (with the consent of the Required Consenting Noteholders and each Equity Party) may waive any of the conditions to the Effective Date set forth in Article IX.A of the Plan at any time without any notice to any other parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than proceeding to confirm and consummate the Plan.

C. Substantial Consummation

"Substantial consummation" of the Plan, as defined in section 1101(2) of the Bankruptcy Code, with respect to any of the Debtors, shall be deemed to occur on the Effective Date with respect to such Debtor.

D. Effect of Non-Occurrence of Conditions to Consummation

If the Effective Date does not occur with respect to any of the Debtors, the Plan shall be null and void in all respects with respect to such Debtor, and nothing contained in the Plan, the Confirmation Order, or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by, or Claims against or Interests in, such Debtors; (2) prejudice in any manner the rights of such Debtors, any Holders of a Claim or Interest, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by such Debtors, any Holders, or any other Entity in any respect. In such case (a) the parties to the Restructuring Support Agreement may pursue their rights under the Restructuring Support Agreement, including with respect to the N.Y. Litigation Proceedings, and (b) the parties to the N.Y. Litigation Proceedings that are parties to the Restructuring Support Agreement shall collectively move the New York State Supreme Court to reinstate such proceedings as to each defendant as to whom such litigation is not stayed by the Bankruptcy Code or an order of the Bankruptcy Court.

ARTICLE X
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification of the Plan

Subject to the limitations contained in the Plan and the Restructuring Support Agreement, the Debtors reserve the right to modify the Plan and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan and the Restructuring Support Agreement, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Plan Modifications

Entry of the Confirmation Order shall constitute approval of all modifications to the Plan occurring after the solicitation thereof pursuant to section 1127(a) of the Bankruptcy Code and a finding that such modifications to the Plan do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if the Confirmation Date or the Effective Date does not occur, then: (1) the Plan will be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant hereto will be null and void in all respects; and (3) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims, Interests, or Causes of Action, (b) prejudice in any manner the rights of any Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

ARTICLE XI
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Claim or Interest and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to Executory Contracts or Unexpired Leases;

4. ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to distributions under the Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of (a) contracts, instruments, releases, indentures, and other agreements or documents approved by a Final Order in the Chapter 11 Cases, and (b) the Plan, the Confirmation Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan;

7. enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

8. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

9. adjudicate, decide, or resolve any and all matters related to the Restructuring;

10. adjudicate, decide, or resolve any and all matters related to enforcement of the Restructuring Support Agreement;

11. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. resolve any cases, controversies, suits, disputes, Causes of Action, or any other matters that may arise in connection with the Consummation, interpretation, or enforcement of the Plan, the Disclosure Statement, the Confirmation Order, or the Restructuring, or any Entity's obligations incurred in connection with the foregoing, including disputes arising under agreements, documents, or instruments executed in connection with the Plan, the Disclosure Statement, the Confirmation Order, or the Restructuring;

13. hear, determine, and resolve any cases, matters, controversies, suits, disputes, or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including: (a) with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or an Interest for amounts not timely repaid pursuant to Article VI.K..1 of the Plan; (b) with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan, including entry of such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions; (c) anything that may arise in connection with the Consummation, interpretation, implementation, or enforcement of the Plan, the Confirmation Order, and, subject to any applicable forum selection clauses, contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan; or (d) related to section 1141 of the Bankruptcy Code;

14. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

16. hear and determine matters concerning taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

17. enter an order or Final Decree concluding or closing the Chapter 11 Cases;

18. enforce all orders previously entered by the Bankruptcy Court; and

19. hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the New Indenture Documents shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain jurisdiction with respect thereto.

ARTICLE XII
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and

deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Reservation of Rights

None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

D. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

E. Service of Documents

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided in the Plan, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtors:

Global A&T Electronics Ltd.
11 Martine Avenue, 12th Floor
White Plains, New York 10606
Attention: Michael E. Foreman
E-mail: Michael_Foreman@utacgroup.com

With a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Facsimile: (312) 862-2200
Attention: Patrick J. Nash Jr., P.C., Gregory F. Pesce, and Laura E. Krucks
E-mail: patrick.nash@kirkland.com, gregory.pesce@kirkland.com, and laura.krucks@kirkland.com

If to an Initial Noteholder that is a member of the Milbank Initial Ad Hoc Noteholder Group, or a transferee thereof, to the addresses or facsimile numbers set forth below following such Initial Noteholder's signature page to the Restructuring Support Agreement (or as directed by any transferee thereof), as the case may be, with a copy (which shall not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP
28 Liberty Street
New York, New York 10005-1413
Facsimile: (212) 530-5000
Attention: Dennis F. Dunne, Abhilash M. Raval, Brian Kinney, and Michael W. Price
E-mail: ddunne@milbank.com, araval@milbank.com, bkinney@milbank.com, and mprice@milbank.com

If to an Initial Noteholder that is a member of the Dechert Initial Ad Hoc Noteholder Group or a transferee thereof, to the addresses or facsimile numbers set forth below following such Initial Noteholder's signature page to the Restructuring Support Agreement (or as directed by any transferee thereof), as the case may be, with a copy (which shall not constitute notice) to:

Dechert LLP
1095 Avenue of the Americas
New York, New York 10036-6797
Facsimile: (212) 698-3599
Attention: Michael J. Sage, Brian E. Greer, and Janet M. Doherty
E-mail: michael.sage@dechert.com, brian.greer@dechert.com, and janet.doherty@dechert.com

If to an Additional Noteholder or a transferee thereof, other than the Affiliate Noteholder, to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, New York 10036-8704
Facsimile: (212) 596-9090
Attention: Gregg Galardi, Stephen Moeller-Sally, and Daniel Anderson
E-mail: gregg.galardi@ropesgray.com, ssally@ropesgray.com, and daniel.anderson@ropesgray.com

If to a UTAC Party:

22 Ang Mo Kio Industrial Park 2
Singapore 569506
Attention: John Nelson
Email: john_nelson@utacgroup.com

If to any TPG Entity:

80 Raffles Place
#15-01 UOB Plaza 1
Singapore 048624
Attention: Dominic Picone
Email: dpicone@tpg.com

With a copy (which shall not consitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
Attention: James Bromley and Benjamin Beller
E-mail: jbromley@cgsh.com and bbeller@cgsh.com

If to any Affinity Entity other than the Affiliate Noteholder:

Jade Electronics Holdings
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy (which shall not constitute notice) to:

c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

With a copy (which shall not constitute notice) to:

Baker & McKenzie LLP
300 East Randolph Street
Suite 5000
Facsimile: (312) 861-2899
Chicago, Illinois 60601
Attention: David Heroy
E-mail: david.heroy@bakermckenzie.com

If to the Affiliate Noteholder:

Costa Esmeralda Investments Limited
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy (which shall not constitute notice) to:

c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

With a copy (which shall not constitute notice) to:

Baker & McKenzie LLP
300 East Randolph Street
Suite 5000
Facsimile: (312) 861-2899
Chicago, Illinois 60601
Attention: David Heroy
E-mail: david.heroy@bakermckenzie.com

After the Effective Date, the Reorganized Debtors shall have the authority to send a notice to Entities that continue to receive documents pursuant to Bankruptcy Rule 2002 requiring such Entity to file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have filed such renewed requests.

F. Entire Agreement

Except as otherwise indicated, and without limiting the effectiveness of the Restructuring Support Agreement, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

G. Plan Supplement Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from https://cases.primeclerk.com/gate or the Bankruptcy Court's website at www.nysb.uscourts.gov/. Unless otherwise ordered by the Bankruptcy Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, such part of the Plan that does not constitute the Plan Supplement shall control. The documents considered in the Plan Supplement are an integral part of the Plan and shall be deemed approved by the Bankruptcy Court pursuant to the Confirmation Order.

H. Non-Severability

Except as set forth in Article VIII of the Plan, the provisions of the Plan, including its release, injunction, exculpation and compromise provisions, are mutually dependent and non-severable. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors; and (3) nonseverable and mutually dependent.

I. Waiver or Estoppel

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, the Restructuring Support Agreement, or papers filed with the Bankruptcy Court prior to the Confirmation Date.

J. Closing of Chapter 11 Cases

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

[*Remainder of page intentionally left blank.*]

Dated: November 20, 2017

Respectfully submitted,

By: */s/ Michael E. Foreman*
Name: Michael E. Foreman
Title: General Counsel

Prepared by:

Marc Kieselstein, P.C.
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

- and -

Patrick J. Nash, Jr., P.C. (*pro hac vice* pending)
Gregory F. Pesce (*pro hac vice* pending)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Form of New Indenture

INDENTURE

Dated as of [●], 2017

among

GLOBAL A&T ELECTRONICS LTD. as Issuer,

UTAC HOLDINGS LTD. as Holdings,

the Subsidiary Guarantors listed herein

and

[•][1]
as Trustee and Security Agent

$665,000,000 8.50% SENIOR SECURED NOTES DUE 202[2]

[1] NTD: To be determined. Solicitation can commence without identifying the Trustee.

CROSS-REFERENCE TABLE*

Trust Indenture Act Section	Indenture Section(s)
310 (a)(1)	7.12
(a)(2)	7.12
(a)(5)	7.12
(b)	7.03
311 (a)	7.07
(b)	7.07
312 (a)	2.05
(b)	13.03
(c)	13.03
313 (a)	7.06
(b)(1)	7.06
(b)(2)	7.09
(c)	7.06; 13.02
(d)	7.06
314 (a)(4)	4.04
(b)	12.03
(c)	13.04
(d)	12.03
315 (a)	7.01
(b)	7.05
(c)	7.01
(d)	7.01
(e)	6.14
316 (a) (last sentence)	2.08
(a)(1)(A)	6.05
(a)(1)(B)	6.04
(b)	6.07
317 (a)(1)	6.08
(a)(2)	6.12
(b)	2.03
318 (c)	13.01

* This Cross-Reference Table is not part of this Indenture.

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EXHIBITS

INDENTURE, dated as of [●], 2017 among Global A&T Electronics Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands (together with any successor corporation, the "Issuer"), UTAC Holdings Ltd. ("Holdings") and the Subsidiary Guarantors (as defined herein) listed on the signature pages hereto and [•], whose registered office is located at [•], as Trustee and Security Agent.

W I T N E S S E T H

WHEREAS, the Issuer has duly authorized the creation of $665,000,000 of the 8.50% senior secured notes due 202[2];

WHEREAS, the Issuer, Holdings and each of the Subsidiary Guarantors (in the case of USG, subject at all times to the last paragraphs of Section 10.01 and 10.02) has duly authorized the execution and delivery of this Indenture.

NOW, THEREFORE, the Issuer, Holdings, the Subsidiary Guarantors, the Trustee and the Security Agent agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders (as defined herein).

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions.

"ABL Facility" means an asset-based credit facility, working capital facility or revolving loan facility with banks, financial institutions or other institutional lenders and any Affiliates of such Persons that provide cash management services, bank products or swap agreements or other secured parties thereunder, to be entered into by the Issuer, Holdings or any Subsidiary Guarantor, including any notes, guarantees, collateral documents, instruments and other agreements executed in connection therewith, in each case as amended, supplemented, modified, extended, restructured, renewed, refinanced or restated in whole or in part from time to time through Permitted Refinancings.

"ABL Facility Creditors" means the banks, financial institutions or other institutional lenders providing an ABL Facility and any Affiliates of such persons providing cash management services, bank products or swap agreements and/or other secured parties under such ABL Facility.

"ABL Priority Collateral" means all or substantially all accounts, payment rights, inventory or documents of title, customs receipts, insurance certificates, shipping documents and other written materials related to the purchase or import of any inventory, all letter of credit rights, chattel paper, instruments, investment property and general intangibles pertaining to the foregoing, lock boxes, deposit accounts and securities accounts, including all cash, marketable securities, securities entitlements, financial assets and other funds held in or on deposit in or credited to any of the foregoing (other than cash constituting identifiable proceeds of Notes Priority Collateral), all records, supporting obligations and related letters of credit, commercial tort claims or other claims and causes of action, credit and other insurance, in each case, to the

extent not identifiable proceeds of Notes Priority Collateral, all money, cash equivalents or cash (other than cash constituting identifiable proceeds of Notes Priority Collateral), all tax refunds, obligations owing to the Issuer, Holdings or any Subsidiary Guarantor in connection with any Hedging Obligations, any contracts for the provision of goods or services by the Issuer, Holdings or any Subsidiary Guarantor to any Person or by any Person to the Issuer, Holdings or any Subsidiary Guarantor, any contract rights and indemnification rights to the extent relating to any of the foregoing, all records and any books and records and accounting systems and license rights relating to accounts and inventory, and documents, computer programs, software and other property to the extent relating to the foregoing and, to the extent not otherwise included, all substitutions, replacements, accessions, products and proceeds (including, without limitation, insurance proceeds, investment property, licenses, royalties, income, payments, claims, damages and proceeds of suit) of any or all of the foregoing and any other assets customarily constituting "ABL Priority Collateral", in each case held by the Issuer, Holdings or any Subsidiary Guarantor. Where no ABL Security Documents have been executed in connection with an ABL Facility for which amounts are outstanding, all of the foregoing shall constitute Notes Priority Collateral.

"ABL Priority Liens" means the Liens granted, or purported to be granted, pursuant to the ABL Security Documents, as governed by an Intercreditor Agreement substantially in the form of Exhibit X hereto.

"ABL Security Documents" means those documents, instruments or agreements entered into pursuant to an ABL Facility from time to time that create, or purport to create, security over the Collateral in favor of the ABL Facility Creditors under such ABL Facility as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Acquired Debt" means Indebtedness (i) of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or merges or amalgamates with or into or consolidates or otherwise combines with Holdings or any Restricted Subsidiary or (ii) assumed in connection with the acquisition of assets from such Person (including any Indebtedness secured by a Lien encumbering any such assets), in each case whether or not Incurred by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary or such acquisition. Acquired Debt shall be deemed to have been Incurred, with respect to clause (i) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary or on the date of the relevant merger, amalgamation, consolidation, acquisition or other combination and, with respect to clause (ii) of the preceding sentence, on the date of consummation of such acquisition of assets.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings; provided that exclusively for purposes of Sections 2.08 and 4.11 hereof, beneficial ownership of 10% or more Voting Stock of a Person shall be deemed to be control.

"Agent" means any Registrar, Co-Registrar, Paying Agent or additional paying agent.

"Applicable Currency Equivalent" means, with respect to any monetary amount in a currency other than U.S. dollars, at any time for the determination thereof, the amount of U.S. dollars obtained by converting such foreign currency involved in such computation into U.S. dollars, at the spot rate for the purchase of U.S. dollars, with the applicable foreign currency as quoted by Reuters at approximately 10:00 A.M. (New York time) on the date that is two Business Days prior to such determination.

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depositary that apply to such transfer or exchange.

"Asset Sale" means:

(1) the sale, lease, conveyance or other disposition, whether in a single transaction or a series of related transactions, of any assets or properties; provided that the sale, conveyance or other disposition of all or substantially all of the assets of Holdings and its Restricted Subsidiaries taken as a whole will be governed by Section 4.14 hereof and/or Section 5.01 hereof and not by the provisions of Section 4.10 hereof; and

(2) the issuance of Equity Interests in any Restricted Subsidiary or the sale of Equity Interests in any Restricted Subsidiary (other than Preferred Stock of Restricted Subsidiaries issued in compliance with Section 4.09 hereof or directors' qualifying shares and shares issued to foreign nationals as required under applicable law).

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(1) any single transaction or series of related transactions that involves Equity Interests or assets having a Fair Market Value in any calendar year of less than $5.0 million;

(2) a transfer of assets or properties between or among Holdings and its Restricted Subsidiaries (including any Person that becomes a Restricted Subsidiary in connection with such transaction), provided, however, to the extent such transfer involves Collateral or any part thereof, the transferee will (i) in the case of a disposition to a Restricted Subsidiary other than the Issuer, Holdings or a Subsidiary Guarantor, enter into a supplemental indenture to this Indenture providing for a Note Guarantee of the Notes by such Restricted Subsidiary, and (ii) to the extent such transfer involves Collateral or any part thereof, the transferee will execute a joinder agreement to the Security Documents and the Intercreditor Agreement (if any) or enter into a substantially similar intercreditor agreement immediately upon consummation of such transaction in accordance with the requirements of the Security Documents to pledge such transferred Collateral for the benefit of Holders of the Notes and the ABL Facility Creditors (if applicable) (provided in each case that such obligations shall not apply to a Restricted Subsidiary organized under the laws of a jurisdiction that prohibits by law, regulation or order the Restricted Subsidiary from providing a Note Guarantee or granting security in respect of such transferred Collateral, as the case may be);

(3) an issuance of Equity Interests by a Restricted Subsidiary or sale of Equity Interests of a Restricted Subsidiary to Holdings or to another Restricted Subsidiary;

(4) the sale of inventory or accounts receivable in the ordinary course of business;

(5) the lease, assignment or sub-lease of any real or personal property in the ordinary course of business;

(6) any sale, lease or other disposition in the ordinary course of business of obsolete, worn out or damaged equipment;

(7) sales of assets received by Holdings or any of its Restricted Subsidiaries upon the foreclosure of a Permitted Lien;

(8) the sale or other disposition of cash or Cash Equivalents or Investment Grade Securities;

(9) the granting of Liens not prohibited by this Indenture;

(10) the making of any Restricted Payment or Permitted Investment that is permitted to be made, and is made, under Section 4.07 hereof;

(11) any issuance or sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(12) any financing transaction with respect to property built, acquired, replaced, repaired or improved (including any reconstruction, refurbishment, renovation and/or development of real property) by Holdings or any Restricted Subsidiary after the Issue Date, including Sale and Leaseback Transactions and asset securitizations permitted by this Indenture; provided that any Net Proceeds from such property shall be applied in accordance with Section 4.15 hereof;

(13) the licensing or sub-licensing of intellectual property or other general intangibles in the ordinary course of business, other than the licensing of intellectual property on a long-term basis;

(14) any surrender or waiver of contract rights or the settlement, release or surrender of contract rights or tort or other litigation claims in the ordinary course of business; and

(15) the sale, transfer or other disposition of any assets pursuant to the Plan of Reorganization and/or Plan Confirmation Order.

"Attributable Debt" in respect of a Sale and Leaseback Transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction including any period for which such lease has been extended or may, at the option of the lessor,

be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such lease, determined in accordance with GAAP.

"Authority" means any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic or foreign.

"Bankruptcy Code" means Title 11 of the United States Code 11 U.S.C. §§ 101-1332, as now and hereafter in effect, or any successor statute.

"Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York.

"Bankruptcy Law" means any bankruptcy, insolvency, reorganization or similar laws for the relief of debtors.

"Bankruptcy Proceedings" means the reorganization proceedings of the Issuer and certain of its Subsidiaries, as debtors, under the Bankruptcy Code in the Bankruptcy Court, which are being consummated pursuant to the Plan Confirmation Order.

"Board of Directors" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership; and

(3) with respect to any other Person, the board or committee of such Person serving a similar function.

"Business Day" means each day other than a Saturday, a Sunday or a day on which commercial banking institutions are authorized or required by law to close in New York City, Singapore, London or Hong Kong.

"Capital Lease Obligation" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized and reflected as a liability on a balance sheet in accordance with GAAP (excluding the footnotes thereto), and the amount of Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined in accordance with GAAP, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty.

"Capital Stock" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding any debt securities convertible into such equity securities.

"Capitalized Software Expenditures" shall mean, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by a Person and its Restricted Subsidiaries during such period in respect of research and development, licensed or purchased software or internally developed software and software enhancements that, in conformity with GAAP, are or are required to be reflected as capitalized costs on the consolidated balance sheet of a Person and its Restricted Subsidiaries.

"Cash Equivalents" means:

(1) securities issued or directly and fully guaranteed or insured by the United States government (or any agency or instrumentality thereof), in each case the payment of which is backed by the full faith and credit of the United States and having maturities of not more than one year from the date of acquisition;

(2) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the date of acquisition, having one of the two highest ratings obtainable from either Moody's or S&P;

(3) certificates of deposit and euro dollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case, issued by any commercial bank having combined capital and surplus in excess of $500.0 million (or the Applicable Currency Equivalent);

(4) repurchase obligations for underlying securities of the types described in clauses (1), (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper rated at least P-1 by Moody's or at least A-1 by S&P and in each case maturing within 24 months after the date of creation thereof and Indebtedness or Preferred Stock issued by Persons with a rating of "A" or higher from S&P or "A2" or higher from Moody's with maturities of 24 months or less from the date of acquisition;

(6) marketable short-term money market and similar securities having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another Rating Agency) and in each case maturing within 12 months after the date of creation or acquisition thereof;

(7) readily marketable direct obligations issued by the government of the Republic of Singapore, the World Bank or the Asian Development Bank, in each case having an Investment Grade Rating from either Moody's or S&P with maturities of 12 months or less from the date of acquisition;

(8) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's; and

(9) investment funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (8) of this definition.

"Change of Control" means the occurrence of any of the following:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Holdings and its Subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) or Section 14(d)(2) of the Exchange Act);

(2) the adoption of a plan relating to the liquidation or dissolution of Holdings;

(3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act as in effect on the Issue Date) other than one or more of the Permitted Holders becomes the "beneficial owner" (as defined in Rule 13(d)(3) and 13(d)(5) of the Exchange Act as in effect on the Issue Date), directly or indirectly, of a majority in the aggregate of the shares of Voting Stock of Holdings measured by voting power rather than number of shares; *provided* that (x) so long as Holdings is a Subsidiary of any Parent Entity, no Person shall be deemed to be or become a beneficial owner of a majority of the total voting power of the Voting Stock of Holdings unless such Person shall be or become a beneficial owner of a majority of the total voting power of the Voting Stock of such Parent Entity (other than a Parent Entity that is a Subsidiary of another Parent Entity) and (y) any Voting Stock of which any Permitted Holder is the beneficial owner shall not in any case be included in any Voting Stock of which any such Person is the beneficial owner; or

(4) Holdings shall cease to own, directly or indirectly, 100% of the Equity Interests of the Issuer or UMS;

provided that for the avoidance of doubt, in each of the above, none of the Restructuring Transactions shall constitute, or be deemed to constitute, a Change of Control.

"Clearing Agencies" means DTC, Euroclear and Clearstream.

"Clearstream" means Clearstream Banking, société anonyme.

"Collateral" means the rights, property and assets securing the Notes and the Note Guarantees and any rights, property or assets over which a Lien has been granted to secure the

obligations of the Issuer, Holdings and the Subsidiary Guarantors under the Notes, the Note Guarantees and this Indenture.

"Consolidated Depreciation and Amortization Expense" means with respect to any Person for any period, the total amount of depreciation and amortization expense, including the amortization of deferred financing fees or costs and Capitalized Software Expenditures of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP.

"Consolidated EBITDA" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period:

(1) increased (without duplication) by the following, in each case to the extent deducted in determining Consolidated Net Income for such period:

(a) provision for taxes based on income or profits or capital, including, without limitation, franchise and similar taxes and foreign withholding taxes of such Person paid or accrued during such period deducted (and not added back) in calculating Consolidated Net Income; plus

(b) Consolidated Interest Expense of such Person for such period (including (x) realized net losses on Hedging Obligations or other derivative instruments designed to manage fluctuations in interest rates, foreign exchange rates, commodities pricing risks and other business risks associated with the industry incurred in the ordinary course of business and not for speculative purposes, (y) bank fees and (z) costs of surety bonds in connection with financing activities plus amounts actually excluded from Consolidated Interest Expense as set forth in clauses (1)(v) through (z) in the definition thereof) to the extent the same were deducted (and not added back) in calculating such Consolidated Net Income; plus

(c) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent the same were deducted (and not added back) in computing Consolidated Net Income; plus

(d) any other non-cash charges, including any write offs or write downs and any loss resulting from the dilution of interests in associated companies reducing Consolidated Net Income for such period (provided that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period); plus

(e) the amount of any minority interest expense consisting of Subsidiary income attributable to minority Equity Interests of third parties in any non-Wholly Owned Subsidiary deducted (and not added back) in such period in calculating Consolidated Net Income; plus

(f) [Reserved]; plus

(g) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (2) below for any previous period and not added back; plus

(h) any costs or expenses incurred by Holdings or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of Holdings or net cash proceeds from an issuance of Equity Interests of Holdings (other than Disqualified Stock) solely to the extent that such net cash proceeds are not included in the calculation set forth in clause (a)(4)(A) or (a)(4)(B) of Section 4.07 hereof; plus

(i) any net loss from disposed or discontinued operations;

(2) decreased (without duplication) by the following, in each case to the extent included in determining Consolidated Net Income for such period:

(a) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period; plus

(b) any non-cash gains with respect to cash actually received in a prior period so long as such cash did not increase Consolidated EBITDA in such prior period; plus

(c) any net income from disposed or discontinued operations.

"Consolidated Interest Expense" means, with respect to any Person for any period, the sum, without duplication, of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) amortization of original issue discount resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances, (c) non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments pursuant to GAAP), (d) the interest component of Capital Lease Obligations, and (e) net payments, if any made (less net payments, if any, received), pursuant to Interest Rate Hedging Obligations with respect to Indebtedness and excluding (v) any expense resulting from the discounting of any Indebtedness in connection with the application of purchase accounting, (w) penalties and interest relating to taxes, (x) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses, (y) any expensing of bridge, commitment and other financing fees, (z) any accretion of accrued interest on discounted liabilities); plus

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; plus

(3) all cash dividend payments on any series of Disqualified Stock or Preferred Stock of such Person or any of its Restricted Subsidiaries, other than dividend payments to Holdings or a Restricted Subsidiary; plus

(4) the interest expense on Indebtedness of another Person that is Guaranteed by Holdings or one of its Restricted Subsidiaries or secured by a Lien on assets of Holdings or one of its Restricted Subsidiaries, whether or not such Guarantee or Lien is called upon.

"Consolidated Interest Expense Coverage Ratio" means, with respect to any specified Person for any period, the ratio of (x) the Consolidated EBITDA of such Person and its Restricted Subsidiaries for such period to (y) the Consolidated Interest Expense of such Person for such period. In the event that Holdings or any Restricted Subsidiary incurs, assumes, guarantees, redeems, retires or extinguishes any Indebtedness (other than Indebtedness incurred under a revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) or issues or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Consolidated Interest Expense Coverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Consolidated Interest Expense Coverage Ratio is made (the "Consolidated Interest Expense Coverage Ratio Calculation Date") or if the transaction giving rise to the need to calculate the Consolidated Interest Expense Coverage Ratio is an incurrence of Indebtedness, then the Consolidated Interest Expense Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, redemption, retirement or extinguishment of Indebtedness, or such issuance or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period; provided, however, that other than for the purposes of the calculation of the Consolidated Interest Expense Coverage Ratio under Section 4.09(b)(18), the pro forma calculation of the Consolidated Interest Expense Ratio shall not give effect to (i) any Indebtedness incurred on the date of determination pursuant to the provisions of Section 4.09(b) or (ii) the discharge on the date of determination of any Indebtedness to the extent that such discharge results from the proceeds incurred pursuant to the provisions of Section 4.09(b).

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, mergers, consolidations and disposed operations (as determined in accordance with GAAP) that have been made by Holdings or any of its Restricted Subsidiaries during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Consolidated Interest Expense Coverage Ratio Calculation Date or if the transaction giving rise to the need to calculate the Consolidated Interest Expense Coverage Ratio is in connection with such an Investment, acquisition, disposition, merger, consolidation or disposed operation, the Consolidated Interest Expense Coverage Ratio shall be calculated on a pro forma basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations and disposed operations (and the change in any associated fixed charge obligations and the change in Consolidated EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into Holdings or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation or disposed operation that would have required adjustment pursuant to this definition, then the Consolidated Interest Expense Coverage Ratio

shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the applicable four-quarter period.

In addition, for purposes of making the computation referred to above, interest income, if any, for the relevant period will be included in the calculation of Consolidated EBITDA to the extent not previously included.

For purposes of this definition, whenever pro forma effect is to be given to a transaction, Investment, acquisition, disposition, merger or consolidation and the amount of income or earnings relating thereto, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of the Issuer (and, solely with respect to acquisitions pursuant to Section 4.09(18) hereof, but not any other such transactions, may include cost savings and operating expense reductions resulting from such acquisition which is being given pro forma effect that has been or is expected to be realized; provided that (x) such cost savings and operating expense reductions are expected to be taken no later than 12 months after the date of determination and (y) the aggregate amount of cost savings added hereby shall not exceed $10.0 million for any four consecutive quarter period) and Holdings shall deliver an officer's certificate to the Trustee certifying that such pro forma calculations have in fact been made in good faith by a responsible financial or accounting officer based on reasonable assumptions. If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Consolidated Interest Expense Coverage Ratio Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capital Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capital Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period except as set forth in the first paragraph of this definition. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, an interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Issuer may designate.

"Consolidated Leverage Ratio" means, as of any date of determination, the ratio of (a) the aggregate amount of Consolidated Total Debt as of such date of determination to (b) Consolidated EBITDA for the four quarter period ended on or immediately prior to such date of determination. In the event that the Issuer or any Restricted Subsidiary incurs, assumes, guarantees, redeems, retires or extinguishes any Indebtedness (other than Indebtedness incurred under a revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) or issues or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Consolidated Leverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Consolidated Leverage Ratio is made (the "Consolidated Leverage Ratio Calculation Date") or if the transaction giving rise to the need to calculate the Consolidated Leverage Ratio is an incurrence of Indebtedness, then the Consolidated Leverage Ratio shall be calculated giving pro forma effect to such

incurrence, assumption, guarantee, redemption, retirement or extinguishment of Indebtedness, or such issuance or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period; provided, however, that, other than for the purposes of the calculation of the Consolidated Leverage Ratio under Section 4.09(b)(18), the pro forma calculation of the Consolidated Leverage Ratio shall not give effect to (i) any Indebtedness incurred on the date of determination pursuant to the provisions of Section 4.09(b) or (ii) the discharge on the date of determination of any Indebtedness to the extent that such discharge results from the proceeds incurred pursuant to the provisions of Section 4.09(b).

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, mergers, consolidations and disposed operations (as determined in accordance with GAAP) that have been made by Holdings or any of its Restricted Subsidiaries during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Consolidated Leverage Ratio Calculation Date, or if the transaction giving rise to the need to calculate the Consolidated Leverage Ratio is in connection with such Investment, acquisition, disposition, merger, consolidation or disposed operation, the Consolidated Leverage Ratio shall be calculated on a pro forma basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations and disposed operations (and the change in any associated fixed charge obligations and the change in Consolidated EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into Holdings or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation or disposed operation that would have required adjustment pursuant to this definition, then the Consolidated Leverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the applicable four-quarter period.

In addition, for purposes of making the computation referred to above, interest income, if any, for the relevant period will be included in the calculation of Consolidated EBITDA to the extent not previously included.

For purposes of this definition, whenever pro forma effect is to be given to a transaction, Investment, acquisition, disposition, merger or consolidation and the amount of income or earnings relating thereto, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of the Issuer (and, solely with respect to acquisitions pursuant to Section 4.09(18) hereof, but not any other such transactions, may include cost savings and operating expense reductions resulting from such acquisition which is being given pro forma effect that has been or is expected to be realized; provided that (x) such cost savings and operating expense reductions are expected to be taken no later than 12 months after the date of determination and (y) the aggregate amount of cost savings added hereby shall not exceed $10.0 million for any four consecutive quarter period) and Holdings shall deliver an officer's certificate to the Trustee certifying that such pro forma calculations have in fact been made in good faith by a responsible financial or accounting officer based on reasonable assumptions. If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Consolidated Leverage Ratio Calculation Date had been the applicable rate for the entire period (taking into account any

Hedging Obligations applicable to such Indebtedness). Interest on a Capital Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capital Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period except as set forth in the first paragraph of this definition. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, an interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Issuer may designate.

"Consolidated Net Income" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided that:

(1) (a) the Net Income of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of cash actually distributed or paid in cash (or the amount otherwise actually converted into cash) by such Person during such period to Holdings or a Restricted Subsidiary as a dividend, other distribution or payment (subject, in the case of a dividend, other distribution or payment to a Restricted Subsidiary, to the limitations contained in clause (2) below);

(2) solely for the purpose of determining the amount available for Restricted Payments under clause (a)(4)(A) of Section 4.07 hereof, the Net Income of any Restricted Subsidiary (other than any Subsidiary Guarantor) will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or similar distribution has been legally waived, and except to the extent that such Net Income is actually paid to such Person or one of its Restricted Subsidiaries through dividends, loans or otherwise (subject, in the case of a dividend to another Restricted Subsidiary, to the limitations contained in this clause); provided that if Net Income of such Restricted Subsidiary is negative and the restriction on dividends or similar distribution is contained in any agreement or instrument, or is contained in any amendment to any agreement or instrument, which agreement or amendment was entered into after the beginning of the four fiscal quarters preceding the date of calculation, then the net loss shall be included;

(3) any after-tax effect of extraordinary, non-recurring or unusual gains or losses (less all fees and expenses relating thereto) or expenses, severance, relocation costs and curtailments or modifications to pension and post-retirement employee benefit plans shall be excluded;

(4) the Net Income for such period shall not include the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting policies during such period;

(5) any net after-tax gains or losses on disposal of disposed, abandoned or discontinued operations shall be excluded;

(6) any after-tax effect of gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions or abandonments or the sale or other disposition of any Equity Interests of any Person other than in the ordinary course of business shall be excluded;

(7) effects of adjustments (including the effects of such adjustments pushed down to Holdings and its Restricted Subsidiaries) in the inventory, property and equipment, software, goodwill, other intangible assets, in-process research and development, deferred revenue and debt line items in such Person's consolidated financial statements pursuant to GAAP resulting from the application of purchase accounting in relation to the transaction or any consummated acquisition or the amortization or write-off of any amounts thereof, net of taxes, shall be excluded;

(8) any after-tax effect on income (loss) from the early extinguishment of (i) Indebtedness, (ii) Hedging Obligations or (iii) other derivative instruments shall be excluded;

(9) the following items shall be excluded:

(a) any net unrealized gain or loss (after any offset) resulting in such period from Hedging Obligations and the application of Singapore Financial Reporting Standard No. 39; and

(b) any net unrealized gain or loss (after any offset) resulting in such period from currency translation gains or losses including those related to currency remeasurements of Indebtedness.

In addition, to the extent not already included in the Consolidated Net Income of such Person and its Restricted Subsidiaries, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall include the amount of proceeds received from business interruption insurance and reimbursements of any expenses and charges that are covered by indemnification or other reimbursement provisions in connection with any Permitted Investment or any sale, conveyance, transfer or other disposition of assets permitted under this Indenture.

Notwithstanding the foregoing, for the purpose of Section 4.07 hereof, only (other than clauses (a)(4)(C) and (a)(4)(D) of Section 4.07 hereof), there shall be excluded from Consolidated Net Income any income arising from any sale or other disposition of Restricted Investments made by Holdings and its Restricted Subsidiaries, any repurchases and redemptions of Restricted Investments from Holdings and its Restricted Subsidiaries, any repayments of loans and advances which constitute Restricted Investments by Holdings or any of its Restricted Subsidiaries, any sale of the stock of an Unrestricted Subsidiary or any distribution or dividend from an Unrestricted Subsidiary, in each case only to the extent such amounts increase the amount of Restricted Payments permitted under such covenant pursuant to clauses (a)(4)(C) and (a)(4)(D) of Section 4.07 hereof.

"Consolidated Total Debt" means, as of any date of determination, the aggregate principal amount of Indebtedness of Holdings and its Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP, consisting only of Indebtedness for borrowed money, drawn but unreimbursed obligations under letters of credit, Capitalized Lease Obligations and debt obligations evidenced by promissory notes or similar instruments.

"Corporate Trust Office of the Trustee" shall be at the address of the Trustee specified in Section 13.02 hereof or such other address as to which the Trustee may give notice to the Holders and the Issuer.

"Currency Hedging Obligations" means, with respect to any specified Person, the obligations of such Person under any currency exchange swap agreements, currency exchange cap agreements, currency exchange collar agreements or any other agreements or arrangements designed to protect such Person against risks relating to fluctuations in currency exchange rates.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default; *provided* that any Default that results solely from the taking of an action that would have been permitted but for the continuation of a previous Default will be deemed to be cured if such previous Default is cured prior to becoming an Event of Default.

"Depositary" means, with respect to the Notes issuable or issued in whole or in part in global form, the relevant Clearing Agency or its nominee specified in Section 2.03 hereof as the Depositary with respect to the Notes, and any and all successors thereto having become such pursuant to the applicable provision of this Indenture.

"Designated Non-cash Consideration" means the Fair Market Value of non-cash consideration received by Holdings or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an officer's certificate, setting forth the basis of such valuation, executed by the principal financial officer of the Issuer, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of or collection on such Designated Non-cash Consideration.

"Designated Preferred Stock" means Preferred Stock of Holdings or any parent corporation thereof (in each case other than Disqualified Stock) that is issued for cash (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by Holdings or any of its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an officer's certificate executed by the principal financial officer of the Issuer or Holdings, or the applicable parent corporation thereof, as the case may be, on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in clause (a)(4)(B) of Section 4.07 hereof.

"Disclosure Statement" means the Disclosure Statement for the Plan of Reorganization, dated as of [●], 2017 (as may be further amended, supplemented or modified from time to time in accordance with its terms), including all exhibits and schedules thereto and

references therein that relate to the Plan of Reorganization that are prepared and distributed in accordance with applicable law.

"Disqualified Stock" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the latest date on which any outstanding Notes issued pursuant to this Indenture (other than any Notes held by Holdings and its Restricted Subsidiaries) mature or are no longer outstanding; provided, that if such Capital Stock is issued to any plan for the benefit of employees of Holdings or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by Holdings or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require Holdings or the Issuer to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Indenture will be the maximum amount that Holdings and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

"DTC" means the Depository Trust Company.

"DTC Custodian" means the custodian of DTC until a successor DTC Custodian, if any, shall have become such pursuant to this Indenture, and thereafter "DTC Custodian" shall include each person who is then DTC Custodian hereunder.

"Equity Interests" means Capital Stock, and all warrants, options or other rights to acquire Capital Stock exercisable within one year (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Euroclear" means Euroclear S.A/N.V., as operator of the Euroclear system.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"Excluded Contribution" means net cash proceeds, the Fair Market Value of marketable securities or Qualified Proceeds received by Holdings from:

(1) contributions to its common equity capital, and

(2) the sale (other than to a Subsidiary of Holdings or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of Holdings) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of Holdings, in each case designated as Excluded Contributions pursuant to an officer's certificate executed by the principal financial officer of Holdings on the date such capital contributions are

made or the date such Equity Interests are sold, as the case may be, which are excluded from the calculation set forth in clause (a)(4)(B) of Section 4.07 hereof.

"Fair Market Value" means the value that would be paid by a willing buyer to a willing seller in a transaction not involving distress or necessity of either party, determined by the Board of Directors of the Issuer in good faith.

"Finance Documents" means the Notes, this Indenture (including the Note Guarantees set forth therein), the Security Documents, the Intercreditor Agreement (if any) and any other agreement or instrument entered into with respect to the offering of the Notes.

"Finco" means Global A&T Finco Ltd., a company incorporated under the laws of the State of Delaware.

"Fitch" means Fitch Ratings, Inc. or any of its successors or assigns to its rating agency business.

"GAAP" means Singapore Financial Reporting Standards as in effect on the Issue Date. All ratios and computations based on GAAP contained in this Indenture shall be computed in conformity with GAAP as in effect on the Issue Date and for purposes of Section 4.03 hereof, GAAP shall be as in effect from time to time.

"Government Securities" means direct obligations of, or obligations guaranteed by, the United States of America for the payment of which guarantee or obligations the full faith and credit of the United States is pledged.

"Guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness.

"Guarantor" means Holdings and each Subsidiary Guarantor.

"Hedging Obligations" means, with respect to any specified Person, the obligations of such Person pursuant to any Interest Rate Hedging Obligations or Currency Hedging Obligations.

"Holdings" has the meaning assigned to it in the preamble to this Indenture.

"Holder" means the Person in whose name a Note is registered on the Registrar's books.

"Incur" means issue, create, assume, Guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary; the terms "Incurred" and "Incurrence" have meanings correlative to the

foregoing and any Indebtedness pursuant to any revolving credit or similar facility shall only be "Incurred" at the time any funds are borrowed thereunder.

"Indebtedness" means, with respect to any Person on any date of determination (without duplication):

(1) the principal of and premium (if any) in respect of indebtedness of such Person for borrowed money;

(2) the principal of and premium (if any) in respect of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) net obligations or any Person under any Hedging Obligations the amount of any such obligations to be equal at any time to the termination value of such agreement or arrangement giving rise to such obligation that would be payable by such Person at such time;

(4) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all letters of credit (including standby and commercial), bankers' acceptances, bank guarantees, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(5) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business and (ii) any earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and if not paid after becoming due and payable);

(6) Capitalized Lease Obligations and all Attributable Debt of such Person;

(7) the principal component or liquidation preference of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Subsidiary that is not the Issuer, Holdings or a Subsidiary Guarantor, any Preferred Stock (but excluding, in each case, any accrued dividends);

(8) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; and

(9) all Guarantees of such Person in respect of any of the foregoing.

The amount of Indebtedness of any Person at any date will be determined in accordance with GAAP.

In addition, "Indebtedness" of any Person shall include Indebtedness described in the preceding paragraph that would not appear as a liability on the balance sheet of such Person if:

(1) such Indebtedness is the obligation of a partnership or joint venture that is not a Restricted Subsidiary (a "Joint Venture");

(2) such Person or a Restricted Subsidiary of such Person is a general partner of the Joint Venture (a "General Partner"); and

(3) there is recourse, by contract or operation of law, with respect to the payment of such Indebtedness to property or assets of such Person or a Restricted Subsidiary of such Person; and then such Indebtedness shall be included in an amount not to exceed:

(a) the lesser of (i) the net assets of the General Partner and (ii) the amount of such obligations to the extent that there is recourse, by contract or operation of law, to the property or assets of such Person or a Restricted Subsidiary of such Person; or

(b) if less than the amount determined pursuant to clause (a) immediately above, the actual amount of such Indebtedness that is recourse to such Person or a Restricted Subsidiary of such Person, if the Indebtedness is evidenced by writing and is for a determinable amount.

"Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

"Indirect Participant" means a Person who holds a beneficial interest in a Global Note through a Participant.

"Intercreditor Agreement" means an agreement to be entered into by and among the Issuer, the other grantors party thereto, the Collateral Agent, the Trustee and the creditors and/or agents under an ABL Facility substantially in the form of Exhibit X hereto to provide for, among other things, the junior nature of the Liens on the ABL Priority Collateral securing the Notes and the junior nature of the Liens on the Notes Priority Collateral securing the ABL Facility, as it may from time to time be supplemented, amended or otherwise modified solely in accordance with Section 4.16 of this Indenture.

"Interest Payment Date" means, with respect to any Note, the date specified in the terms of such Note as the date on which payment of an installment of interest is due and payable.

"Interest Rate Agreement" means, with respect to any Person, any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement as to which such Person is party or a beneficiary.

"Interest Rate Hedging Obligations" means, with respect to any specified Person, the obligations of such Person under:

(1) Interest Rate Agreements; and

(2) other agreements or arrangements designed to protect such Person against risks relating to fluctuations in interest rates.

"Investment Grade Rating" means a rating of BBB- or higher by S&P (or its equivalent under any successor rating categories of S&P) and BBB- or higher by Fitch (or its equivalent under any successor rating categories of Fitch) (or, in each case, if such Rating Agency ceases to rate the Notes for reasons outside of the control of the Issuer, the equivalent investment grade credit rating from any Rating Agency selected by the Issuer as a replacement Rating Agency).

"Investment Grade Securities" means:

(1) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (other than Cash Equivalents);

(2) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among Holdings and its Subsidiaries;

(3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment or distribution; and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments having an Investment Grade Rating.

"Investments" means, with respect to any Person, investments by such Person in another Person (including Affiliates) in the form of loans, notes or similar instruments or other extensions of credit (including Guarantees), advances or capital contributions (excluding accounts receivable, trade credit and advances to customers, and commission, travel, relocation, entertainment and similar advances (including advances against future vacation days) to officers, directors, employees, consultants and agents, in each case, made in the ordinary course of business), purchases or other acquisitions for value of Indebtedness, Equity Interests or other securities issued by such other Person, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If Holdings or any Restricted Subsidiary sells or otherwise disposes of any Capital Stock of any direct or indirect Restricted Subsidiary such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of Holdings, Holdings will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Capital Stock of such former Subsidiary not sold or disposed of in an amount determined as provided in clause (c) of Section 4.07 hereof. The acquisition by Holdings or any Restricted Subsidiary of a Person that holds an Investment in a third Person that is not a Subsidiary of such acquired Person will be deemed to be an Investment by Holdings or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investment held by the acquired Person in such third Person in an amount determined as provided in clause (c) of Section 4.07 hereof, if and to the extent that the Investment in such third Person was made in contemplation of such acquisition by Holdings or a Restricted Subsidiary. Except as otherwise provided in this

Indenture, the amount of an Investment shall be determined at the time the Investment is made and without giving effect to subsequent changes in value.

"Issue Date" means [●], 2017.

"Issuer" has the meaning assigned to it in the preamble to this Indenture.

"Issuer Order" means a written request or order signed on behalf of the Issuer by an Officer of the Issuer and delivered to the Trustee.

"Junior Subordinated PIK Indebtedness" means Indebtedness of Holdings, the Issuer or any Subsidiary Guarantor:

(1) that is contractually subordinated to the Notes pursuant to a document reasonably acceptable to the Two-Thirds Majority Holders;

(2) that is unsecured or secured by Liens junior in priority to the Liens securing the Notes pursuant to a document reasonably acceptable to the Two-Thirds Majority Holders;

(3) that is not guaranteed by any Restricted Subsidiary other than the Issuer or a Guarantor;

(4) that is not amortizing and has a final maturity date equal to or later than six (6) months following the final maturity of the Notes; and

(5) on which any interest accrued shall be payable solely in-kind.

"Law" means any and all national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including, without limitation, any common law or case law), statutes, ordinances, legal codes, regulations or rules (including, without limitation, any and all regulations, rules, orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences)) of any Authority.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction, provided that in no event shall an operating lease be deemed to constitute a Lien.

"Management Stockholders" means the members of management of Holdings (or its direct parent) who are holders of Equity Interests of any direct or indirect parent companies of Holdings on the Issue Date.

"Moody's" means Moody's Investors Service, Inc. and any successors or assigns to its rating agency business.

"Net Income" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP.

"Net Proceeds" means the aggregate cash proceeds and the Fair Market Value of any Cash Equivalents received by Holdings or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any Designated Non-cash Consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale and the sale or disposition of any such Designated Non-cash Consideration, including, without limitation, legal, accounting and investment banking fees, and brokerage and sales commissions, relocation expenses invalid as a result thereof, and any out-of-pocket expenses paid to third parties in connection with the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, and amounts required to be applied to the permanent repayment of Senior Indebtedness secured by a Lien on the asset or assets that were the subject of such Asset Sale or otherwise required to be repaid in connection with such Asset Sale (other than required by clause (b)(1) of Section 4.10) and any deduction, reserve or adjustment in respect of the sale price of such asset or assets or against any liabilities associated with such asset or assets and retained by Holdings or any of its Restricted Subsidiaries after such sale or other disposition thereof (including pension and other post-employment benefit liabilities and liabilities related to environmental matters) or against any indemnification obligations associated with such transaction, in each case established in accordance with GAAP.

"Non-Recourse Debt" means Indebtedness as to which neither Holdings nor any of its Restricted Subsidiaries (a) provides credit support in the form of any undertaking, agreement or instrument that would constitute Indebtedness, (b) is directly or indirectly liable as a guarantor or otherwise (including any Lien) or (c) constitutes the lender.

"Note Guarantee" means the Guarantee of the Notes by a Guarantor.

"Notes" means the $665,000,000 Notes authenticated and delivered under this Indenture.

"Notes Priority Collateral" means all Collateral other than the ABL Priority Collateral, if any.

"Obligations" means any principal, interest, penalties, fees, taxes, costs, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing, securing or relating to any Indebtedness, whether or not a claim in respect thereof has been asserted.

"Officer" means the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of any Person.

"Officer's Certificate" means a certificate signed on behalf of a Person by an Officer of such Person, who must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of such Person, which meets the requirements set forth in this Indenture.

"Opinion of Counsel" means a written opinion reasonably acceptable to the Trustee from legal counsel. The counsel may be an employee of or counsel to the Issuer or the Trustee.

["Original Subsidiary Guarantors" means UHK, UID, UMA, UMS, UMS HK, UMS Holdings, USG, USG 2, UTAC Cayman, UTAC Japan, UTAC Headquarters Pte. Ltd., UTC, UTH, UTL. UCD Cayman Ltd. and UTAC Group Sales.][2]

"Parent Entity" means any direct or indirect parent of Holdings.

"Permitted Business" means the lines of business conducted by Holdings and its Restricted Subsidiaries and described in the Disclosure Statement as of the Issue Date, any reasonable extension thereof, and any additional business reasonably related, incidental, ancillary or complementary thereto.

"Permitted Holders" means each of the Management Stockholders, the Sponsors and any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which either of the Sponsors is a member; provided that, in the case of such group and without giving effect to the existence of such group or any other group, such Sponsors, collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of Holdings or any of its direct or indirect parent companies; provided that for the purposes of determining whether a Change of Control has occurred, Management Stockholders shall be deemed to beneficially hold no more than 5% of the Voting Stock of Holdings or any parent of Holdings.

"Permitted Investments" means:

(1) any Investment by Holdings or any Restricted Subsidiary in Holdings or a Restricted Subsidiary; provided that any Investment made by Holdings, the Issuer or any Subsidiary Guarantor in any Restricted Subsidiary that is not the Issuer or a Subsidiary Guarantor pursuant to this clause (1) may only be permitted to be in the form of intercompany loans, in each case, pledged by Holdings, the Issuer or such Subsidiary Guarantor as Collateral for the benefit of the Holders of Notes on a first lien basis;

(2) any Investment by Holdings or any Restricted Subsidiary in cash, Cash Equivalents or Investment Grade Securities;

(3) any Investment by Holdings or any Restricted Subsidiary in a Person, if as a result of such Investment:

[2] NTD: Guarantor list to be confirmed.

(a) such Person becomes a Restricted Subsidiary; or

(b) such Person is merged, consolidated or amalgamated with or into, or in one or a series of related transactions transfers or conveys substantially all of its assets to, or is liquidated into, Holdings or a Restricted Subsidiary; provided that, in either case, such Person's primary business is a Permitted Business; and, in each case, any Investment held by such Person; provided, that such Investment was not acquired by such Person in contemplation of such acquisition, merger, consolidation or transfer;

(4) any Investment made as a result of the receipt of non-cash consideration from the sale or other disposition of assets or properties made in compliance with Section 4.10 hereof;

(5) any Investment existing on the Issue Date;

(6) any acquisition of assets solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of Holdings, provided, that such Equity Interests will not increase the amount available for Restricted Payments under clause (a)(4) of Section 4.07 hereof;

(7) any Investments received in compromise of obligations of trade creditors or customers that were Incurred in the ordinary course of business, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer;

(8) advances, loans or extensions of trade credit in the ordinary course of business by Holdings or any of its Restricted Subsidiaries;

(9) Hedging Obligations;

(10) any Investment acquired by Holdings or any of its Restricted Subsidiaries as a result of a foreclosure by Holdings or any such Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(11) any Investment consisting of a Guarantee of Indebtedness permitted under Section 4.09 hereof, including the Note Guarantees;

(12) [Reserved];

(13) Investments consisting of the contribution of intellectual property in the ordinary course of business;

(14) [Reserved];

(15) Investments consisting of purchases and acquisitions of inventory, supplies, material or equipment;

(16) loans and advances to officers, directors and employees for business-related travel expenses, moving expenses and other similar expenses, in each case incurred in the ordinary course of business or consistent with past practices, or to fund such Person's purchase of Equity Interests of Holdings or any direct or indirect parent company thereof, not in excess of $1.0 million outstanding at any one time, in the aggregate; and

(17) other Investments in any Person or Persons having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), which, when taken together with all other Investments made pursuant to this clause (17) since the date of this Indenture, do not exceed the greater of $35.0 million and 2.0% of Total Assets.

"Permitted Liens" means:

(1) ABL Priority Liens securing Indebtedness and other Obligations permitted to be Incurred under clause (b)(1) of Section 4.09 hereof;

(2) Liens securing Indebtedness between a Restricted Subsidiary and Holdings or between Restricted Subsidiaries;

(3) Liens on property of a Person existing at the time such Person is acquired, merged with or into or consolidated with Holdings or any Subsidiary of Holdings or at the time of sale, lease or other disposition of all or substantially all of the properties of such Person (or a division thereof) to Holdings or any of its Subsidiaries; provided that such Liens were in existence prior to the contemplation of such acquisition, merger or consolidation or arose thereafter under contractual commitments entered into prior to and not in contemplation of such transaction and do not extend as a result of such transaction to any assets other than those of the Person merged into or consolidated with or the assets of which are sold, leased or otherwise disposed of to Holdings or the Subsidiary;

(4) Liens on the Capital Stock or property of an Unrestricted Subsidiary securing the Indebtedness of such Unrestricted Subsidiary at the time that it is designated as a Restricted Subsidiary pursuant to the definition of "Unrestricted Subsidiary" in this Section 1.01; provided that such Liens were not Incurred in connection with, or in contemplation of, such designation;

(5) Liens on assets existing at the time of acquisition of the assets by Holdings or a Restricted Subsidiary, provided that such Liens were not Incurred in connection with, or in contemplation of, such acquisition;

(6) Liens to secure the performance of statutory obligations, surety, judgment or appeal bonds, performance bonds, bids, trade contracts or other obligations of a like nature Incurred in the ordinary course of business;

(7) Liens arising out of conditional sale, retention, consignment or similar arrangements, Incurred in the ordinary course of business, for the sale of goods;

(8) Liens existing on the Issue Date;

(9) Liens to secure Indebtedness (including Capital Lease Obligations) permitted by clauses (b)(5) and (b)(18) of Section 4.09 hereof and any Permitted Refinancing Indebtedness refinancing such Indebtedness; provided that such Liens encumber (i) only the assets acquired (including Equity Interests) with such Indebtedness, in the case of Indebtedness Incurred under such clause (b)(5) of Section 4.09 hereof, and (ii) only the assets (including Equity Interests) acquired with such Indebtedness or the assets of the Person acquired pursuant to such clause (b)(18) of Section 4.09 hereof;

(10) Liens for taxes, assessments, fees or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings, provided that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(11) Liens securing Permitted Refinancing Indebtedness Incurred to refinance Indebtedness that was previously so secured, provided that any such Lien is limited to all or part of the same property or assets (plus assets or property affixed or appurtenant thereto or proceeds in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced or is in respect of property that is the security for a Permitted Lien, and provided, further that such Liens remain subject to any priority arrangements and intercreditor agreements governing the Liens securing the Indebtedness being refinanced;

(12) Liens securing Hedging Obligations so long as the related Indebtedness is, and is permitted to be Incurred under this Indenture;

(13) Liens on assets of Restricted Subsidiaries other than the Issuer to secure letters of credit issued pursuant to clause (b)(15) of Section 4.09 hereof of the definition of Permitted Debt; provided if and to the extent such letters of credit are drawn upon, such drawing is reimbursed no later than the tenth Business Day following a demand for reimbursement following payment on the letter of credit;

(14) bankers' Liens, rights of set-off and similar Liens with respect to cash and Cash Equivalents on deposit in one or more bank accounts in the ordinary course of business;

(15) Liens, not in respect of Indebtedness, arising from Uniform Commercial Code financing statements for informational purposes with respect to leases Incurred in the ordinary course of business and not otherwise prohibited by this Indenture;

(16) [Reserved][3];

(17) Liens securing the Notes issued on the Issue Date and the Note Guarantees thereof;

[3] NTD: Clause (9) permits Liens to secure Capital Lease Obligations and Acquired Indebtedness.

(18) any encumbrance or restriction (including put and call arrangements) with respect to capital stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(19) pledges or deposits under workmen's compensation laws, unemployment insurance laws or similar legislation;

(20) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens, in each case for sums not yet overdue for a period of more than 30 days or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP;

(21) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real properties or Liens incidental, to the conduct of the business of such Person or to the ownership of its properties which were not incurred in connection with Indebtedness and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(22) deposits made in the ordinary course of business to secure liability to insurance carriers;

(23) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(24) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(25) Liens that are contractual rights of set-off (i) relating to pooled deposit or sweep accounts of Holdings or any of its Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of Holdings and its Restricted Subsidiaries or (ii) relating to purchase orders and other agreements entered into with customers of Holdings or any of its Restricted Subsidiaries in the ordinary course of business;

(26) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods in the ordinary course of business;

(27) Liens on equipment of Holdings or any of its Restricted Subsidiaries granted in the ordinary course of business to Holdings' clients;

(28) Liens securing judgments for the payment of money not constituting an Event of Default under clause (7) of Section 6.01 hereof so long as such Liens are adequately bonded and any appropriate legal proceedings that may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired; and

(29) Liens Incurred to secure Obligations of the Issuer, Holdings or Subsidiary Guarantors permitted pursuant to clause (b)(16) of Section 4.09 hereof, not to exceed the amounts permitted thereby.

"Permitted Refinancing Indebtedness" means any Indebtedness of Holdings or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund, other Indebtedness of Holdings or any of its Restricted Subsidiaries (other than intercompany Indebtedness); provided that:

(1) the aggregate principal amount (or, if issued with original issue discount, accreted value) of such Permitted Refinancing Indebtedness does not exceed the aggregate principal amount (or, if issued with original issue discount, accreted value) of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all fees, costs and expenses and premiums Incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is by its terms subordinated or junior to the Notes, such Permitted Refinancing Indebtedness is by its terms subordinated or junior to the Notes on terms at least as favorable in all material respects to the Holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(4) such Indebtedness shall not include (i) Indebtedness, Disqualified Stock or Preferred Stock of a Restricted Subsidiary that is not the Issuer or a Subsidiary Guarantor that refinances Indebtedness or Disqualified Stock of the Issuer or Holdings; (ii) Indebtedness, Disqualified Stock or Preferred Stock of a Restricted Subsidiary that is not the Issuer, Holdings or a Subsidiary Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Subsidiary Guarantor; or (iii) Indebtedness or Disqualified Stock of Holdings or Indebtedness, Disqualified Stock or Preferred Stock of a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary;

(5) such Permitted Refinancing Indebtedness shall have the same obligors as the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(6) whether or not the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is secured by any Liens, such Permitted Refinancing Indebtedness shall not be secured by Liens of any priority on any assets or property other than the collateral

securing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded, and any such Liens securing such Permitted Refinancing Indebtedness shall be pari passu or junior in priority to any Liens securing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(7) such Permitted Refinancing Indebtedness shall not be subject to restrictions which, taken as a whole, are materially more restrictive than those contained in the agreements governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded (as determined in good faith by the Issuer).

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"Plan Confirmation Order" means the order entered by the United States Bankruptcy Court for the Southern District of New York on [●], which confirmed the Plan of Reorganization.

"Plan of Reorganization" means that certain Debtors' Joint Chapter 11 Plan of Reorganization filed by the Issuer and certain of its affiliates on [●], 2017 (Case No. [●]) in the United States Bankruptcy Court for the Southern District of New York, as altered, amended, modified, or supplemented from time to time prior to entry of the Plan Confirmation Order, including any exhibits, supplements, annexes, appendices and schedules thereto, as confirmed by such Bankruptcy Court pursuant to the Plan Confirmation Order.

"Preferred Stock," as applied to the Capital Stock of any corporation, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such corporation, over shares of Capital Stock of any other class of such corporation.

"Primary Equity Offering" means any primary private or public sale of Equity Interests of Holdings (other than Disqualified Stock) or any primary private or public sale of Equity Interests of any direct or indirect parent company of Holdings to the extent the net cash proceeds from such sale are contributed to the common equity of Holdings in each case, other than (i) to Persons who are Affiliates of Holdings (ii) issuances upon exercise of options by employees of Holdings or any of its Restricted Subsidiaries or (iii) any such public or private sale that constitutes an Excluded Contribution.

"pro forma" means, with respect to any calculation made or required to be made pursuant to the terms hereof, a calculation in accordance with Article 11 of Regulation S-X promulgated under the Securities Act (to the extent applicable) (other than with respect to cost savings permitted to be included in such pro forma calculations in accordance with this Indenture), as interpreted in good faith by either (x) a responsible financial or accounting officer of the Issuer or (y) if the value involved in the transaction, event, occurrence or circumstance giving rise to the need to make the pro forma calculation equals or exceeds $15.0 million, then

the Board of Directors of the Issuer after consultation with the independent certified public accountant of the Issuer, or otherwise a calculation made in good faith by either (x) a responsible financial or accounting officer of the Issuer or (y) if the value involved in the transaction, event, occurrence or circumstance giving rise to the need to make the pro forma calculation equals or exceeds $15.0 million, then the Board of Directors of the Issuer after consultation with the independent certified public accountant of the Issuer, as the case may be.

"Qualified Proceeds" means the Fair Market Value of assets that are used or useful in, or Capital Stock of any Person engaged in, a Permitted Business.

"Rating Agency" means (1) each of S&P and Fitch and (2) if S&P or Fitch ceases to rate the Notes for reasons outside of the control of the Issuer, a "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1 (c)(2)(vi)(F) under the Exchange Act selected by the Issuer as a replacement agency for S&P or Fitch, as the case may be.

"Record Date" for the interest payable on any applicable Interest Payment Date means the date specified in the applicable Note (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date.

"Redeemable Stock" means, with respect to any Person, any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event (i) matures or is mandatorily redeemable for cash pursuant to a sinking fund obligation or otherwise, (ii) is convertible or exchangeable for Indebtedness or Disqualified Stock (excluding Capital Stock that is convertible or exchangeable solely at the option of Holdings or a Restricted Subsidiary) or (iii) is or may become redeemable or repurchaseable for cash or in exchange for Indebtedness at the option of the holder thereof, in whole or in part.

"Redemption Date" means the date of redemption of any Notes.

"Registrar" means [•] and any successor registrar as well as, unless the context otherwise requires, any co-Registrar.

"Regulation S" means Regulation S promulgated under the Securities Act.

"Replacement Assets" means (1) non-current assets (including Equity Interests (other than Disqualified Stock) that will be used or useful in a Permitted Business), (2) substantially all of the assets of another Permitted Business, or (3) a majority of the Voting Stock of any Person engaged in a Permitted Business that will become on the date of acquisition thereof a Restricted Subsidiary as a result of such acquisition.

"Responsible Officer" means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of

such Person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Subsidiary" of a Person means any Subsidiary of such Person that is not an Unrestricted Subsidiary. Unless otherwise indicated, all references in this Indenture to Restricted Subsidiaries shall mean Restricted Subsidiaries of Holdings, including the Issuer. The Issuer (or any successor thereof as obligor of the Notes) shall always be a Restricted Subsidiary.

"Restructuring Transactions" means transactions, arrangements, payments, fee reimbursements and indemnities specifically and expressly contemplated between or among parties under the Plan of Reorganization and the Plan Confirmation Order.

"Rule 144" means Rule 144 promulgated under the Securities Act. "Rule 144A" means Rule 144A promulgated under the Securities Act.

"S&P" means Standard & Poor's Ratings Service, a division of The McGraw Hill Companies, and its successors or assigns to its rating agency business.

"Sale and Leaseback Transaction" means any arrangement with any Person providing for the leasing by Holdings or any Restricted Subsidiary of any properties or assets of Holdings and/or such Restricted Subsidiary (except for leases between Holdings and any Restricted Subsidiary, between any Restricted Subsidiary and Holdings or between Restricted Subsidiaries), which properties or assets have been or are to be sold or transferred by Holdings or such Restricted Subsidiary to such Person and as to which Holdings or such Restricted Subsidiary takes back a lease of such properties or assets that would be treated as a capital lease under GAAP.

"SEC" means the U.S. Securities and Exchange Commission or any successor thereto.

"Securities Act" means the U.S. Securities and Exchange Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"Security Agent" means [•], or any of its successors appointed pursuant to the terms of Section 12.05 hereof.

"Security Document" means those mortgages, deeds, pledges, security trusts, assignments or other documents entered into pursuant to this Indenture or entered into from time to time pursuant to Section 4.22 hereof that create security over the Collateral in favor of the Security Agent, the Trustee and the Holders as the same may be amended, supplemented or otherwise modified from time to time.

"Senior Indebtedness" means Indebtedness of the Issuer, Holdings or any Subsidiary Guarantor that is not subordinated to the Notes or the Note Guarantee of Holdings or such Subsidiary Guarantor, as the case may be, to the extent permitted to be Incurred under the terms of this Indenture.

"Significant Subsidiary" means any Restricted Subsidiary that satisfies the criteria for a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date hereof.

["Sponsors" shall mean Affinity Asia Pacific Fund III L.P., Affinity Asia Pacific Fund III (No. 2) L.P., Keystone Investment III L.P., Affinity Fund III General Partner Limited, Newbridge Asia Unicorn, L.P., TPG Asia Unicorn, L.P., Newbridge Asia GenPar IV Advisors, Inc., TPG Asia GenPar V Advisors, Inc. and, if applicable, each of their respective Affiliates and funds or partnerships managed by any of them or their respective Affiliates but not including, however, any portfolio companies of any of the foregoing.][4]

"Stated Maturity" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid (including with respect to sinking fund obligations) in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Subordinated Obligation" means any Indebtedness of the Issuer, Holdings or any Subsidiary Guarantor (whether outstanding on the Issue Date or thereafter Incurred) which is subordinated or junior to the Notes or any Note Guarantee, as the case may be, pursuant to a written agreement or by its terms.

"Subsidiary" means, with respect to any specified Person at any date:

(1) any corporation, association or other business entity of which ownership interests representing more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustee of the corporation, association or other business entity is at the time owned by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"Subsidiary Guarantor" means each Original Subsidiary Guarantor and any Subsidiary of Holdings that executes a Note Guarantee in accordance with the provisions of this Indenture, and each of their respective successors and assigns.

"TIA" means the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb), as amended.

[4] NTD: To be confirmed.

"Total Assets" means, with respect to any specified Person at any date, without duplication, the total consolidated assets of that Person and its Subsidiaries, as determined in accordance with GAAP.

"Trustee" means [•], as trustee, until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

"Two-Thirds Majority Holders" means Holders of at least 66 2/3% in outstanding aggregate principal amount of the Notes.

"UHK" means UTAC Hong Kong Limited, a company incorporated under the laws of Hong Kong.

"UID" means PT UTAC Manufacturing Services Indonesia, a company incorporated under the laws of Indonesia.

"UMA" means UTAC Manufacturing Services Malaysia Sdn Bhd (formerly known as Panasonic Industrial Devices Semiconductor (M) Sdn Bhd), a company incorporated under the laws of Malaysia.

"UMS" means UTAC Manufacturing Services Holdings Pte. Ltd, a company incorporated under the laws of Singapore.

"UMS HK" means UTAC Manufacturing Services Limited, a company incorporated under the laws of Hong Kong.

"UMS Holdings" means UTAC Manufacturing Services Holdings Pte. Ltd., a company incorporated under the laws of Singapore.

"Uniform Commercial Code" means the New York Uniform Commercial Code.

"Unrestricted Certificated Note" means a definitive Note registered in the name of the Holder thereof, issued in accordance with Section 2.06 hereof and substantially in the form of Exhibit A hereto except that such Note shall not bear the Global Note Legend and shall not bear and is not required to bear the Restricted Securities Legend.

"Unrestricted Global Note" means one or more global notes representing the Notes deposited with or on behalf of and registered in the name of the Depository or its nominee, substantially in the form of Exhibit A hereto, that bears the Global Note Legend and that does not bear and is not required to bear the Restricted Securities Legend, issued in accordance with Sections 2.01 and Section 2.06 hereof.

"Unrestricted Subsidiary" means (i) each existing Subsidiary of Holdings that Holdings has designated on the Issue Date in a schedule to this Indenture as an Unrestricted Subsidiary, (ii) each Subsidiary of Holdings that Holdings has designated pursuant to Section 4.21 hereof as an Unrestricted Subsidiary, and (iii) any Subsidiary of an Unrestricted Subsidiary.

"USG" means United Test and Assembly Center Ltd., a company incorporated under the laws of Singapore.

"USG 2" means UTAC Manufacturing Services Singapore Pte Ltd, a company incorporated under the laws of Singapore.

"UTAC Cayman" means UTAC Cayman Ltd., a company incorporated under the laws of the Cayman Islands.

"UTAC Japan" means UTAC Japan Co., Ltd., a company incorporated under the laws of Japan.

"UTC" means UTAC (Taiwan) Corporation, a company incorporated under the laws of Taiwan.

"UTH" means UTAC Thai Holdings Limited, a company incorporated under the laws of Thailand.

"UTL" means UTAC Thai Limited, a company incorporated under the laws of Thailand.

"Voting Stock" of any Person means all classes of the Capital Stock of such Person then outstanding and normally entitled to vote in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding aggregate principal amount of such Indebtedness.

"Wholly-Owned Subsidiary" means a Restricted Subsidiary, all of the Capital Stock of which (other than directors' qualifying shares) is owned by Holdings or another Wholly-Owned Subsidiary.

SECTION 1.02. Other Definitions.

Term	Defined in Section
"Additional Amounts"	4.05
"Additional Guarantee"	4.22
"Affiliate Transaction"	4.11
"Asset Sale Offer"	4.10

Term	Defined in Section
"Base Currency"	13.13
"Certificated Notes"	2.01
"Change of Control Offer"	4.14
"Change of Control Purchase Date"	4.14
"Change of Control Purchase Price"	4.14
"Change of Tax Law"	3.08
"Covenant Defeasance"	8.03
"Defaulted Interest"	2.11
"Event of Default"	6.01
"Excess Proceeds"	4.10
"General Partner"	1.01
"Global Notes"	2.01
"Joint Venture"	1.01
"Judgment Currency"	13.13
"Legal Defeasance"	8.02
"New York Authorized Agent"	13.14
"Note Register"	2.03
"Offer Amount"	3.10
"Offer Period"	3.10
"Pari Passu Indebtedness"	4.10
"Participants"	2.01
"Paying Agent"	2.03
"Payment Default"	6.01
"Payor"	4.05
"Permitted Debt"	4.09
"Permitted Liens"	4.15
"Purchase Date"	3.10
"Regulation S-X"	4.03
"Relevant Jurisdiction"	4.05
"Restricted Global Notes"	2.01
"Restricted Payments"	4.07
"Restricted Period"	2.06
"Restricted Securities Legend"	2.06
"Second Commitment"	4.10
"Security Agent"	12.01
"Security Interest"	12.02
"Surviving Person"	5.01
"Taxes"	4.05
"Transfer Agent"	2.03

SECTION 1.03. Rules of Construction.

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) "including" means including without limitation;

(e) words in the singular include the plural, and in the plural include the singular;

(f) "will" shall be interpreted to express a command;

(g) provisions apply to successive events and transactions;

(h) references to sections of, or rules under, the Securities Act, the Exchange Act or the TIA shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time;

(i) unless the context otherwise requires, any reference to an "Article," "Section" or "clause" refers to an Article, Section or clause, as the case may be, of this Indenture; and

(j) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not any particular Article, Section, clause or other subdivision.

SECTION 1.04. Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Issuer. Proof of execution of any such instrument or of a writing appointing any such agent, or the holding by any Person of a Note, shall be sufficient for any purpose of this Indenture and (subject to Section 7.01) conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Section 1.04.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute proof of the authority of the Person executing the same. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of any action taken, suffered or omitted by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

(e) Without limiting the foregoing, a Holder entitled to take any action hereunder with regard to any particular Note may do so with regard to all or any part of the principal amount of such Note or by one or more duly appointed agents, each of which may do so pursuant to such appointment with regard to all or any part of such principal amount. Any notice given or action taken by a Holder or its agents with regard to different parts of such principal amount pursuant to this paragraph shall have the same effect as if given or taken by separate Holders of each such different part.

(f) Without limiting the generality of the foregoing, a Holder, including DTC, may make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders, and DTC may provide its proxy to the beneficial owners of interests in any such Global Note through such depositary's standing instructions and customary practices.

(g) The Issuer may, in the circumstances permitted by the TIA, fix a record date for the purpose of determining the Persons who are beneficial owners of interests in any Global Note held by DTC entitled under the procedures of such depositary to make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders. If such a record date is fixed, the Holders on such record date or their duly appointed proxy or proxies, and only such Persons, shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action, whether or not such Holders remain Holders after such record date. No such request, demand, authorization, direction, notice, consent, waiver or other action shall be valid or effective if made, given or taken more than 90 days after such record date.

SECTION 1.05. Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in, and made a part of, this Indenture.

The following TIA terms have the following meanings:

"indenture securities" means the Notes and the Note Guarantees;

"indenture security holder" means a Holder;

"indenture to be qualified" means this Indenture;

"indenture trustee" or "institutional trustee" means the Trustee; and

"obligor" on the Notes means the Issuer and any successor obligor upon the Notes or any Guarantor.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by the SEC rules under the TIA have the meanings so assigned to them therein.

ARTICLE II

THE NOTES

SECTION 2.01. Form and Terms

(a) The Notes and the notation relating to the Trustee's certificate of authentication thereof shall be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. The Issuer shall approve the form of the Notes and any notation, legend or endorsement on them. Each Note shall be dated the date of its issuance and shall show the date of its authentication.

The terms and provisions contained in the Notes, annexed hereto as Exhibit A, shall constitute, and are hereby expressly made, a part of this Indenture.

The Issuer may issue Notes pursuant, and subject to, the terms hereof, including without limitation Section 4.09 hereof.

The Notes shall initially be represented by one or more Restricted Global Notes or Unrestricted Global Notes (together, the "Global Notes") and, to the extent required to comply with applicable Securities Act requirements, one or more Certificated Notes. Notes offered and sold in their initial distribution in reliance on the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof, unless required to be issued as Certificated Notes, shall be initially issued as one or more global notes, in registered global form without interest coupons and shall be referred to collectively herein as the "Restricted Global Notes." The aggregate principal amount of Restricted Global Notes may from time to time be increased or decreased by adjustments made on the records of the Registrar, as hereinafter provided, in connection with a corresponding decrease or increase in the aggregate principal amount of Global Notes or in consequence of the issuance or exchange of certificated securities ("Certificated Notes").

(b) Payment.

Payments of amounts owing in respect of the Global Notes (including principal, premium (if any), interest, or Additional Amounts) shall be made by the Issuer to the Paying Agent. Subject to Section 2.06 hereof, the Paying Agent shall make such payments on the Global Notes to the nominee of DTC, as the sole registered Holder of the Global Notes. Payments of principal due under this Indenture shall be made upon surrender of a Global Note to the Paying Agent for the outstanding principal amount of such Global Note.

All payments made by the Issuer to, or to the order of, the registered Holder of a Global Note shall discharge the liability of the Issuer under such Note to the extent of the sums so paid. The rights of Holders of beneficial interests in a Global Note to receive the payments of interest on such Global Note are subject to Applicable Procedures of the Depositary and DTC.

Payments of principal of, and premium, if any, on each Certificated Note will be made by transfer on the due date (or if that is not a Business Day, the immediately succeeding Business Day) to an account maintained by the payee pursuant to details provided by the Holder or, if requested by the Holder, by check, in each case against presentation and surrender (or, in the case of partial payment only, endorsement) of the relevant Certificated Note at the office of any Paying Agent. Payments of interest in respect of each Certificated Note will be made by transfer on the due date (or if that is not a Business Day, the immediately succeeding Business Day) to an account maintained by the payee (the Holder and account details of which appear on the Note Register at the close of business on the relevant Record Date) or, if requested by the Holder, by check mailed on the relevant due date (or if that is not a Business Day, the immediately succeeding Business Day) to the Holder (or to the first named of joint Holders) of the Certificated Note appearing on the Note Register at the close of business at the address shown on the Note Register on such Record Date. Payments in respect of principal of, premium, if any, and interest on Certificated Notes are subject in all cases to any tax or other laws and regulations applicable in the place of payment but without prejudice to Clause 8 of the Notes and Section 4.05 hereof. The Paying Agent may require payment of a sum sufficient to cover any transfer tax or similar governmental charge in connection with any payment transfer instructions received by the Paying Agent.

(c) Global Notes.

The Global Notes initially shall (i) be registered in the name of a nominee of DTC and (ii) be deposited on behalf of the initial Holders of the Notes with the DTC Custodian, as Depositary.

Notwithstanding any other provisions of this Indenture to the contrary, a Global Note may not be transferred as a whole except by the DTC Custodian to a nominee thereof or by a nominee thereof to another nominee thereof or successor thereof or a nominee of such successor.

Members of, or participants and account holders in, the Clearing Agencies ("Participants") shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Clearing Agencies or their respective nominees and custodians, which may be treated by the Issuer, any Guarantor, the Trustee, any Security Agent or any agent of the foregoing as the sole owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, any Guarantor, the Trustee, any Security Agent or any agent of the foregoing from giving effect to any written certification, proxy or other authorization furnished by any of the Clearing Agencies or their respective nominees and custodians, or impair, as between a Clearing Agency and its Participants, the operation of customary practices of such persons governing the exercise of the rights of a Holder of a beneficial interest in any Global Note.

SECTION 2.02. Execution and Authentication.

An authorized director or executive officer shall sign the Notes for the Issuer by manual or facsimile signature.

If an authorized director or executive officer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall be valid nevertheless.

A Note shall not be entitled to any benefit under this Indenture or be valid or obligatory for any purpose until an authorized signatory of the Trustee manually authenticates the certificate of authentication, substantially in the form provided in Exhibit A hereto, on the Note. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee shall, upon receipt of an Issuer Order in the form of an Officer's Certificate, authenticate Notes for original issue that may be validly issued under this Indenture. The Issuer Order shall specify the aggregate principal amount of Notes to be authenticated, the date on which the Notes are to be authenticated, the issue price and the date from which interest on such Notes shall accrue, whether the Notes are to be issued as Certificated Notes or Global Notes and whether or not the Notes shall bear a specified legend, or such other information as the Trustee may reasonably request. On the Issue Date, the Trustee shall, upon receipt of an Issuer Order in the form of an Officer's Certificate, authenticate and deliver the Notes to be issued on the Issue Date in an aggregate principal amount of $665,000,000. The aggregate principal amount of Notes that may be issued under this Indenture may not exceed $665,000,000 (exclusive of Notes issued pursuant to Sections 2.06 or 2.07 or the immediately following paragraph of this Section 2.02; provided that in no event shall the aggregate principal amount of Notes outstanding at any time under this Indenture exceed $665,000,000).

Upon receipt of an Issuer Order, the Trustee shall authenticate Notes in substitution of Notes originally issued to reflect any name change of the Issuer.

The Trustee may appoint an authenticating agent reasonably acceptable to the Issuer to authenticate the Notes. Unless limited by the terms of such appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as any Registrar, Paying Agent or agent for service of notices and demands.

The Trustee is appointing the Principal Paying Agent and Transfer Agent to act as its initial authenticating agent.

SECTION 2.03. Registrar, Note Register, Paying Agents and Transfer Agents.

The Issuer shall maintain one or more Registrars with offices in New York City and an office or agency where Notes may be presented for transfer or exchange (a "Transfer Agent"). The initial Registrar shall be [•]. The initial Transfer Agent shall be [•]. Subject to any applicable laws and regulations, the Issuer shall cause the Registrar to keep a register (the "Note

Register") at its specified office in which, subject to such reasonable regulations it may prescribe, the Issuer shall provide for the registration of ownership, exchange, and transfer of the Notes. Included in the books and records for the Notes shall be notations as to whether such Notes have been paid, exchanged or transferred, canceled, lost, stolen, mutilated or destroyed and whether such Notes have been replaced. In the case of the replacement of any of the Notes, the Registrar shall keep a record of the Notes so replaced and the Note issued in replacement thereof. In the case of the cancellation of any of the Notes, the Registrar shall keep a record of the Notes so canceled and the date on which such Note was canceled. Each Transfer Agent shall perform the functions of a Transfer Agent.

The Registrar and the Transfer Agent shall maintain a register reflecting ownership of Certificated Notes outstanding from time to time and shall make payments on and facilitate transfers of Certificated Notes on behalf of the Issuer.

The Issuer shall maintain an office or agency where Notes may be presented for payment (a "Paying Agent"). The initial Paying Agent shall be [•].

The Issuer shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal, premium, if any, or interest on the Notes, and will notify the Trustee of any default by the Issuer in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Issuer or a Subsidiary) shall have no further liability for the money. If the Issuer or a Subsidiary acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Issuer, the Trustee shall serve as or appoint a Paying Agent for the Notes.

The Issuer may change any Paying Agent, Registrar or Transfer Agent for the Notes without prior notice to the Holders of such Notes. Holdings or any of its Restricted Subsidiaries may act as Paying Agent or Registrar in respect of the Notes.

The Issuer shall enter into an appropriate agency agreement with any Registrar, Paying Agent or Transfer Agent not a party to this Indenture and execute and deliver to the Trustee an instrument substantially in the form as set forth in Exhibit B hereto. Such agreement shall implement the provisions of this Indenture that relate to such agent. The Issuer shall notify the Trustee of the name and address of any such agent. Notices and demands to or upon the Issuer, Holdings or any Subsidiary Guarantor may be served to a Registrar, Paying Agent or Transfer Agent.

SECTION 2.04. Denominations.

The Notes shall be issued without coupons and in minimum denominations of $200,000 and integral multiples of $1,000 in excess thereof.

SECTION 2.05. Holder Lists.

The Registrar shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders and shall otherwise comply with TIA § 312(a). If the Trustee is not the Registrar, the Issuer shall furnish to the Trustee, in writing no later than the Record Date for each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders, and the Issuer shall otherwise comply with TIA § 312(a).

SECTION 2.06. Transfer and Exchange.

(a) *Transfer and Exchange of Global Notes*. A Global Note may not be transferred except as a whole by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes will be exchanged by the Issuer for Certificated Notes if:

(1) the Issuer delivers to the Trustee notice from the Depositary that it is unwilling or unable to continue to act as Depositary or that it is no longer a clearing agency registered under the Exchange Act and, in either case, a successor Depositary is not appointed by the Issuer within 90 days after the date of such notice from the Depositary;

(2) the Issuer in its sole discretion determines that the Global Notes (in whole but not in part) should be exchanged for Certificated Notes and delivers a written notice to such effect to the Trustee;

(3) there has occurred and is continuing a Default or Event of Default with respect to the Notes and the Registrar has received a written request from the Depositary to issue Certificated Notes; or

(4) if a Holder of an interest therein requests such exchange in writing delivered through a Clearing Agency or the Issuer following an Event of Default.

Upon the occurrence of any of the preceding events in (1), (2) or (3) above, Certificated Notes shall be issued in such names as the Depositary shall instruct the Trustee. Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.07 and 2.10 hereof. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to this Section or Section 2.07 or 2.10 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note. A Global Note may not be exchanged for another Note other than as provided in this Section, however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.06(b) or (c) hereof.

(b) *Transfer and Exchange of Beneficial Interests in the Global Notes*. The transfer and exchange of beneficial interests in the Global Notes will be effected through the Depositary, in accordance with the provisions of this Indenture and the Applicable Procedures. Beneficial interests in Restricted Global Notes will be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act, or for complying with or ensuring compliance with any Applicable Procedures. Transfers of beneficial

interests in the Global Notes also shall require compliance with either subparagraph (1) or (2) below, as applicable, as well as, if applicable, one or more of the other following subparagraphs:

(1) *Transfer of Beneficial Interests in the Same Global Note*. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Restricted Securities Legend. Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.06(b)(1).

(2) *All Other Transfers and Exchanges of Beneficial Interests in Global Notes*. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 2.06(b)(1), the transferor of such beneficial interest must deliver to the Registrar either:

(A) (i) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (ii) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase; or

(B) (i) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to cause to be issued a Certificated Note in an amount equal to the beneficial interest to be transferred or exchanged and (ii) instructions given by the Depositary to the Registrar containing information regarding the Person in whose name such Certificated Note shall be registered to effect the transfer or exchange referred to in (i) above.

Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note(s).

(3) *Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note.* A beneficial interest in any Restricted Global Note may be exchanged by any Holder thereof for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, if the exchange or transfer complies with the requirements of Section 2.06(b)(2) and the Registrar receives the following:

(A) if the Holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, an opinion of counsel reasonably satisfactory to the Issuer and a letter of representations from the Issuer to the effect that the Restricted Securities Legend and the related restrictions on transfer are not required in order to maintain compliance with the provisions of the Securities

Act, together with any other certifications that the Issuer may reasonably request from the Holder; or

(B) if the Holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, or pursuant to an effective registration statement under the Securities Act, a certificate from the transferor in the form of Exhibit D hereto and any opinions of counsel or certifications as the Issuer may reasonably request to evidence compliance with the provisions of the Securities Act.

(c) *Transfer or Exchange of Beneficial Interests for Certificated Notes.* If, in accordance with Section 2.06(a):

(1) *Beneficial Interests in Restricted Global Notes to Restricted Certificated Notes.* If any Holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Certificated Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Restricted Certificated Note, then, subject to satisfaction of the conditions set forth in Section 2.06(b)(2) and receipt by the Registrar of the following documentation:

(A) if the Holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Certificated Note, a certificate from such Holder in the form of Exhibit E hereto;

(B) if such beneficial interest is being transferred pursuant to Rule 144A, or Rule 903 or Rule 904 of Regulation S, under the Securities Act, a certificate from the transferor in the form of Exhibit D hereto; or

(C) if such beneficial interest is being transferred pursuant to any other exemption from the registration requirements of the Securities Act, a certificate from the transferor in the form of Exhibit D hereto, including the certificates and opinions of counsel required thereby, if applicable,

the Trustee shall cause the aggregate principal amount of the Restricted Global Note to be reduced accordingly, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Restricted Certificated Note in the appropriate principal amount. Any Restricted Certificated Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c)(1) shall be registered in such name or names and in such authorized denomination or denominations as the Holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Restricted Certificated Notes to the Persons in whose names such Notes are so registered. Any Restricted Certificated Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c)(1) shall bear the Restricted Securities Legend and shall be subject to all restrictions on transfer contained therein.

(2) *Beneficial Interests in Restricted Global Notes to Unrestricted Certificated Notes.* A Holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Certificated Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Certificated Note only upon the satisfaction of the conditions set forth in Section 2.06(b)(2) hereof and if the Registrar receives the following:

(A) if the Holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for an Unrestricted Certificated Note, an opinion of counsel reasonably satisfactory to the Issuer and a letter of representations from the Issuer to the effect that the Restricted Securities Legend and the related restrictions on transfer are not required in order to maintain compliance with the provisions of the Securities Act, together with any other certifications that the Issuer may reasonably request from the Holder; or

(B) if the Holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of an Unrestricted Certificated Note, pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, or pursuant to an effective registration statement under the Securities Act, a certificate from the transferor in the form of Exhibit D hereto and any opinions of counsel or certifications as the Issuer may reasonably request to evidence compliance with the provisions of the Securities Act.

(3) *Beneficial Interests in Unrestricted Global Notes to Unrestricted Certificated Notes.* If any Holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for an Unrestricted Certificated Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Certificated Note, then, upon the satisfaction of the conditions set forth in Section 2.06(b)(2), the Trustee shall cause the aggregate principal amount of the applicable Unrestricted Global Note to be reduced accordingly, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions an Unrestricted Certificated Note in the appropriate principal amount. Any Unrestricted Certificated Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(3) shall be registered in such name or names and in such authorized denomination or denominations as the Holder of such beneficial interest shall instruct the Registrar through instructions from or through the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Unrestricted Certificated Notes to the Persons in whose names such Notes are so registered. Any Unrestricted Certificated Notes issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(3) shall not bear the Restricted Securities Legend.

(d) *Transfer and Exchange of Certificated Notes for Beneficial Interests in Global Notes*.

(1) *Restricted Certificated Notes to Beneficial Interests in Restricted Global Notes*. If any Holder of a Restricted Certificated Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Certificated Note to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Certificated Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit E hereto;

(B) if the transfer will be made pursuant to Rule 144A, or Rule 903 or Rule 904 of Regulation S, under the Securities Act, a certificate from the transferor in the form of Exhibit D hereto; or

(C) if such Restricted Certificated Note is being transferred pursuant to any other exemption from the registration requirements of the Securities Act, a certificate from the transferor in the form of Exhibit D hereto, including the certificates and opinions of counsel required thereby, if applicable,

the Trustee shall cancel the Restricted Certificated Note and increase or cause to be increased the aggregate principal amount of the Restricted Global Note.

(2) *Restricted Certificated Notes for Beneficial Interests in Unrestricted Global Notes.* If any Holder of a Restricted Certificated Note proposes to exchange such Note for a beneficial interest in an Unrestricted Global Note or to transfer such Restricted Certificated Notes to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Certificated Note proposes to exchange such Note for a beneficial interest in a Global Note that is not a Restricted Security, an opinion of counsel reasonably satisfactory to the Issuer and a letter of representations from the Issuer to the effect that the Restricted Securities Legend and the related restrictions on transfer are not required in order to maintain compliance with the provisions of the Securities Act, together with any other certifications that the Issuer may reasonably request from the Holder; or

(B) if such Restricted Certificated Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, or pursuant to an effective registration statement under the Securities Act, a certificate from such Holder substantially in the form of Exhibit D hereto and any opinions of counsel and certifications as the Issuer may reasonably request to evidence compliance with the provisions of the Securities Act,

the Trustee will cancel such Certificated Note, and increase or cause to be increased the aggregate principal amount of such Global Note.

(3) *Unrestricted Certificated Notes to Beneficial Interests in Unrestricted Global Notes*. A Holder of an Unrestricted Certificated Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Certificated Notes to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Certificated Note and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(e) *Transfer and Exchange of Certificated Notes for Certificated Notes*. Upon request by a Holder of Certificated Notes and such Holder's compliance with the provisions of this Section 2.06(e), the Registrar will register the transfer or exchange of such Certificated Notes. Prior to such registration of transfer or exchange, the requesting Holder must present or surrender to the Registrar the Certificated Notes duly endorsed or accompanied by written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.06(e).

(1) *Transfer of Restricted Certificated Notes for Restricted Certificated Notes*. Any Restricted Certificated Note may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Certificated Note if the Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A, or Rule 903 or Rule 904 of Regulation S, under the Securities Act, then the transferor must deliver a certificate in the form of Exhibit D hereto; or

(B) if the transfer will be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit D hereto, including the certificates and opinion of counsel required thereby, if applicable.

(2) *Restricted Certificated Note to Unrestricted Certificated Note.* Any Restricted Certificated Note may be *exchanged* by the Holder thereof for an Unrestricted Certificated Note or transferred to and registered in the name of Persons who take delivery thereof in the form of an Unrestricted Certificated Note if the Registrar receives the following:

(A) if the Holder of such Restricted Certificated Notes proposes to exchange such Restricted Certificated Notes for an Unrestricted Certificated Note, an opinion of counsel in form reasonably acceptable and the Issuer to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Securities Legend are no longer required in order to maintain compliance with the Securities Act; or

(B) if the Holder of such Restricted Certificated Note proposes to transfer such Restricted Certificated Note to a Person who shall take delivery thereof in the form of an Unrestricted Certificated Note pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, or pursuant to an effective registration statement under the Securities Act, a certificate from the transferor in the form of Exhibit D hereto and any opinions of counsel or certifications as the Issuer may reasonably request to evidence compliance with the provisions of the Securities Act.

(3) *Unrestricted Certificated Note to Unrestricted Certificated Note*. A Holder of Unrestricted Certificated Note *may* transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Certificated Note. Upon receipt of a request to register

such a transfer, the Registrar shall register the Unrestricted Certificated Notes pursuant to the instructions from the Holder thereof.

(f) The Restricted Global Notes shall bear the following legend (the "Restricted Securities Legend") on the face thereof:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) (A "QIB") OR (B) IT IS NOT A U.S. PERSON, IS NOT ACQUIRING THIS NOTE FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON AND IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT AND (2) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS NOTE OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY RULE 902 OF REGULATION S UNDER THE SECURITIES ACT. THE INDENTURE CONTAINS A PROVISION REQUIRING THE TRUSTEE TO REFUSE TO REGISTER ANY TRANSFER OF THIS NOTE IN VIOLATION OF THE FOREGOING RESTRICTIONS. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER OR THE ISSUER ON OR AFTER THE RESALE RESTRICTION TERMINATION DATE.

(g) [Reserved].

(h) Each Certificated Note shall bear the additional legend:

THIS NOTE IS A CERTIFICATED NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO.

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

(i) Each Global Note shall bear the following legend (the "Global Note Legend"):

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT

MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

(j) By its acceptance of any Note bearing the Restricted Securities Legend, each Holder of such a Note acknowledges the restrictions on transfer of such Note set forth in this Indenture and in such Restricted Securities Legend, and agrees that it will transfer such Note only as provided in this Indenture.

(k) Neither the Trustee nor any Paying Agent shall have any obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Participants or beneficial owners of interests in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(l) The Registrar shall retain copies of all letters, notices and other written communications received pursuant to this Section 2.06. The Issuer shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable written notice to the Registrar.

(m) The Issuer shall not be required to make, and the Registrar need not register transfers or exchanges of, Certificated Notes (i) that have been selected for redemption (except, in the case of Certificated Notes to be redeemed in part, the portion thereof not to be redeemed), (ii) for a period of 15 calendar days prior to any date fixed for the redemption of the Notes, (iii) for a period of 15 calendar days prior to the date fixed for selection of Notes to be redeemed in part, (iv) for a period of 15 calendar days prior to the Record Date with respect to any Interest Payment Date or (v) that the Holder of such Notes has tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer or an Asset Sale Offer.

(n) Prior to the due presentation for registration of transfer of any Certificated Note, the Issuer, the Trustee, the Paying Agent or the Registrar may deem and treat the Person in whose name a Certificated Note is registered as the absolute owner of such Certificated Note for the purpose of receiving payment of principal, premiums, interest, or Additional Amounts, if any, on such Certificated Note and for all other purposes whatsoever, whether or not such

Certificated Note is overdue, and none of the Issuer, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

(o) The Issuer, the Trustee, the Paying Agent and the Registrar may require payment of a sum sufficient to pay all taxes, assessments or other governmental charges in connection with any transfer or exchange pursuant to this Section 2.06.

(p) All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture will evidence the same debt and will be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

SECTION 2.07. Replacement Notes.

If a mutilated Certificated Note is surrendered to the Registrar or if the Holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, the Issuer shall issue and the Trustee, upon written instruction from the Issuer, shall authenticate a replacement Note in such form as the Note mutilated, lost, destroyed or wrongfully taken if the Holder satisfies any other reasonable requirements of the Trustee or the Issuer. If required by the Trustee or the Issuer, such Holder shall furnish an indemnity bond sufficient in the judgment of the Issuer and the Trustee to protect the Issuer, the Trustee, the Paying Agents, the Registrar and any authenticating agent from any loss which any of them may suffer if a Note is replaced. The Issuer and the Trustee may charge the Holder for their expenses in replacing a Note, including reasonable fees and expenses of counsel.

Every replacement Note shall be an additional obligation of the Issuer.

The provisions of this Section 2.07 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement of mutilated, destroyed, lost, stolen or wrongfully taken Notes.

SECTION 2.08. Outstanding Notes.

Notes outstanding at any time are all Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation and those described in this Section 2.08 as not outstanding. A Note does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Note.

If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee and the Issuer receive proof satisfactory to them that the replaced Note is held by a bona fide purchaser; provided that a mutilated Note ceases to be outstanding upon surrender of such Note and replacement thereof pursuant to Section 2.07.

If the Paying Agent segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date money sufficient to pay all principal, premiums, interest and Additional Amounts payable on that date with respect to the Notes (or portions thereof) to be redeemed or maturing, as the case may be, and the Paying Agent is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture, then

on and after that date such Notes (or portions thereof) cease to be outstanding and interest on them ceases to accrue.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction or consent or any amendment, modification or other change to this Indenture, Notes owned by the Issuer or by an Affiliate of the Issuer shall be disregarded and treated as if they were not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent or any amendment, modification or other change to this Indenture, only Notes which a Trust Officer of the Trustee actually knows are so owned shall be so disregarded. Notes so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to the Notes and that the pledgee is not the Issuer or an Affiliate of the Issuer.

SECTION 2.09. [Reserved].

SECTION 2.10. Cancellation.

The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar, Transfer Agents and the Paying Agents shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee, or at the direction of the Trustee, the Registrar, Transfer Agents or the Paying Agent, and no one else shall cancel and, at the written direction of the Issuer, dispose of all Notes surrendered for registration of transfer, exchange, payment or cancellation and deliver a certificate of such disposition to the Issuer unless the Issuer directs the Trustee to deliver canceled Notes to the Issuer. The Issuer may not issue new Notes to replace Notes it has redeemed, paid or delivered to the Trustee for cancellation. If the Issuer shall acquire any of the Notes, such acquisition shall not operate as a redemption or satisfaction of indebtedness represented by such Notes unless and until the same are delivered to the Trustee for cancellation.

SECTION 2.11. Defaulted Interest.

Any interest on any Note which is payable, but is not punctually paid or duly provided for, on the dates and in the manner provided in the Notes and this

Indenture (all such interest herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Record Date by virtue of having been such Holder, and such Defaulted Interest may be paid by the Issuer, at its election in each case, as provided in clause (i) or (ii) below:

(i) The Issuer may elect to make payment of any Defaulted Interest to the Persons in whose names the Notes are registered at the close of business on a special record date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment, and at the same time the Issuer may deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit with the

Paying Agent prior to 10:00 a.m. New York City time on the Business Day prior to date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. In addition, the Issuer shall fix a special record date for the payment of such Defaulted Interest, such date to be not more than 15 days and not less than 10 days prior to the proposed payment date and not less than 15 days after the receipt by the Trustee of the notice of the proposed payment date. The Issuer shall promptly but, in any event, not less than 15 days prior to the special record date, notify the Trustee of such special record date and, in the name and at the expense of the Issuer, the Trustee shall cause notice of the proposed payment date of such Defaulted Interest and the special record date therefor to be mailed first-class, postage prepaid to each Holder of Notes as such Holder's address appears in the Note Register, not less than 10 days prior to such special record date. Notice of the proposed payment date of such Defaulted Interest and the special record date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Notes are registered at the close of business on such special record date and shall no longer be payable pursuant to clause (ii) below.

(ii) The Issuer may make payment of any Defaulted Interest on the Notes in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Trustee of the proposed payment date pursuant to this clause, such manner of payment shall be deemed reasonably practicable.

Subject to the foregoing provisions of this Section 2.11, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

SECTION 2.12. Record Date.

The Issuer may set a record date for purposes of determining the identity of Holders entitled to vote or to consent to any action by vote or consent authorized or permitted by Sections 6.04 and 6.05 hereof. Unless this Indenture provides otherwise, such record date shall be the later of 30 days prior to the first solicitation of such consent and the date of the most recent list of Holders furnished to the Trustee pursuant to Section 2.05 hereof prior to such solicitation.

SECTION 2.13. Computation of Interest.

Interest on the Notes shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 2.14. Temporary Certificated Notes.

Until permanent Certificated Notes are ready for delivery, the Issuer may prepare and the Trustee shall authenticate temporary Certificated Notes upon receipt of an Issuer Order pursuant to Section 2.02 hereof. The Issuer Order shall specify the amount of temporary

Certificated Notes to be authenticated and the date on which the temporary Certificated Notes are to be authenticated. Temporary Certificated Notes shall be substantially in the form of permanent Certificated Notes but shall have variations that the Issuer considers appropriate for temporary Certificated Notes. Without unreasonable delay, the Issuer shall prepare and the Trustee shall authenticate on receipt of an Issuer Order pursuant to Section 2.02 hereof permanent Certificated Notes in exchange for temporary Certificated Notes.

SECTION 2.15. CUSIP, ISIN or Common Code Numbers.

The Issuer in issuing the Notes may use CUSIP, ISIN or Common Code numbers (if then generally in use), and, if so, the Trustee shall use such numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Trustee in writing of any change in the CUSIP, ISIN or Common Code numbers.

ARTICLE III

REDEMPTION

SECTION 3.01. Notices to Trustee.

If the Issuer elects to redeem Notes pursuant to Section 3.07 or 3.08 hereof, it shall furnish to the Trustee, at least two Business Days before notice of redemption is required to be mailed or caused to be mailed to Holders pursuant to Section 3.03 hereof but not more than 60 days before a Redemption Date, an Officer's Certificate of the Issuer setting forth (i) the paragraph or subparagraph of such Note and/or Section of this Indenture pursuant to which the redemption shall occur, (ii) the Redemption Date, (iii) the principal amount of the Notes to be redeemed and (iv) the redemption price.

SECTION 3.02. Selection of Notes to Be Redeemed.

If less than all of the Notes are to be redeemed at any time, the Trustee shall select the Notes to be redeemed (a) if such Notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange on which the Notes are listed or (b) on a pro rata basis to the extent practicable, or, if the pro rata basis is not practicable for any reason, by lot or by such other method the Trustee shall deem fair and appropriate in accordance with the rules and regulations of the applicable clearing agency. In the event of partial redemption by lot, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the Redemption Date by the Trustee from the outstanding Notes not previously called for redemption.

The Trustee shall promptly notify the Issuer in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. The Notes and portions thereof selected shall be in amounts of $1,000 or

whole multiples of $1,000 in excess thereof; no Notes of less than $200,000 can be redeemed in part, except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

SECTION 3.03. Notice of Redemption.

Subject to Section 3.10 hereof, the Issuer shall mail or cause to be mailed by first-class mail notices of redemption at least 30 days but not more than 60 days before the Redemption Date to each Holder of Notes to be redeemed at such Holder's registered address or otherwise in accordance with Applicable Procedures, except that redemption notices may be mailed more than 60 days prior to a Redemption Date if the notice is issued in connection with Article 8 or Article 11 hereof. Except pursuant to a notice of redemption delivered in accordance with a redemption pursuant to Section 3.07(a) hereof, notices of redemption may not be conditional.

The notice shall identify the Notes to be redeemed and shall state:

(1) the Redemption Date;

(2) the redemption price;

(3) if any Note is to be redeemed in part only, the portion of the principal amount of that Note that is to be redeemed and that, after the Redemption Date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion of the original Note representing the same indebtedness to the extent not redeemed will be issued in the name of the Holder of the Notes upon cancellation of the original Note;

(4) the name and address of the Paying Agent;

(5) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(6) that, unless the Issuer defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the Redemption Date;

(7) the paragraph or subparagraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed;

(8) the CUSIP and ISIN number, if any, printed on the Notes being redeemed and that no representation is made as to the correctness or accuracy of any such CUSIP and ISIN number that is listed in such notice or printed on the Notes; and

(9) if in connection with a redemption pursuant to Section 3.07(a) hereof, any condition to such redemption.

At the Issuer's written request, the Trustee shall give the notice of redemption in the Issuer's name and at its expense; provided that the Issuer shall have delivered to the Trustee, at least 2 Business Days before notice of redemption is required to be mailed or caused to be mailed to Holders pursuant to this Section 3.03 (unless a shorter notice shall be agreed to by the Trustee), an Officer's Certificate of the Issuer requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

Notice of any redemption of the Notes may, at the Issuer's discretion, be given prior to the completion of a transaction (including a Primary Equity Offering, an incurrence of Indebtedness, a Change of Control or other transaction) and any redemption notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a related transaction. If such redemption or purchase is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Issuer's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date as so delayed. In addition, the Issuer may provide in such notice that payment of the redemption price and performance of the Issuer's obligations with respect to such redemption may be performed by another Person.

SECTION 3.04. Effect of Notice of Redemption.

Once notice of redemption is mailed in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the Redemption Date at the redemption price (except as provided for in Section 3.07(a) hereof). The notice, if mailed in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. In any case, failure to give such notice by mail or any defect in the notice to the Holder of any Note designated for redemption in whole or in part shall not affect the validity of the proceedings for the redemption of any other Note. Subject to Section 3.05 hereof, on and after the Redemption Date, interest ceases to accrue on Notes or portions of Notes called for redemption.

SECTION 3.05. Deposit of Redemption Price.

(a) Prior to 10:00 a.m. (New York City time) on the Business Day prior to the Redemption Date, the Issuer shall deposit with the Paying Agent money sufficient to pay the redemption price of and accrued and unpaid interest on all Notes to be redeemed on that Redemption Date. The Paying Agent shall promptly return to the Issuer any money deposited with the Paying Agent by the Issuer in excess of the amounts necessary to pay the redemption price of, and accrued and unpaid interest on, all Notes to be redeemed.

(b) If the Issuer complies with the provisions of the preceding paragraph (a), on and after the Redemption Date, interest shall cease to accrue on the applicable Notes or the portions of Notes called for redemption. If a Note is redeemed on or after a Record Date but on or prior to the related Interest Payment Date, then any accrued and unpaid interest to the Redemption Date shall be paid to the Person in whose name such Note was registered at the close of business on such Record Date. If any Note called for redemption shall not be so paid

upon surrender for redemption because of the failure of the Issuer to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the Redemption Date until such principal is paid, and to the extent lawful on any interest accrued to the Redemption Date not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

SECTION 3.06. Notes Redeemed in Part.

Upon surrender of a Note that is redeemed in part, the Issuer shall issue and the Trustee shall authenticate for the Holder at the expense of the Issuer a new Note equal in principal amount to the unredeemed portion of the Note surrendered representing the same indebtedness to the extent not redeemed; provided that each new Note will be in a principal amount of $200,000 or an integral multiple of $1,000 in excess thereof. It is understood that, notwithstanding anything in this Indenture to the contrary, only an Issuer Order and not an Opinion of Counsel or Officer's Certificate of the Issuer is required for the Trustee to authenticate such new Note.

SECTION 3.07. Optional Redemption.

On and after the Issue Date, the Issuer may redeem all or any portion of the Notes, at once or over time, upon giving notice in accordance with Section 3.03 hereof (which notice shall also be published or delivered in a manner as required by the applicable rules of any internationally recognized stock exchange on which the Notes are then listed). The Notes may be redeemed at the redemption prices set forth below, plus accrued and unpaid interest, if any, to the Redemption Date and Additional Amounts, if any (subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date). The following prices are for Notes redeemed during the 12-month period commencing on [●] of each of the years set forth below, and are expressed as percentages of principal amount:

Year	**Redemption price**
[Year 1]	102.0%
[Year 2]	101.0%
[Year 3] and thereafter	100.0%

SECTION 3.08. Optional Tax Redemption.

(a) The Notes may be redeemed, at the option of the Issuer, as a whole but not in part, at any time, upon giving not less than 30 nor more than 60 days' notice as provided in Section 3.03 hereof (which notice shall also be published or delivered in a manner as required by the applicable rules of any international recognized stock exchange on which the Notes are then listed to Holders of the Notes (which notice will be irrevocable)), at a price equal to 100% of the principal amount thereof plus accrued interest (if any) to the Redemption Date, and Additional Amounts, if any, then due and which will become due on the Redemption Date if the Issuer determines and certifies to the Trustee (as described in clause (i) of the next paragraph)

immediately prior to the giving of such notice that as a result of (1) any amendment to, or change in, the laws or treaties (or any regulations or rulings promulgated thereunder) of a Relevant Jurisdiction (as defined in clause (a) of Section 4.05 hereof) affecting taxation, or (2) any amendment to or change in any official position regarding the interpretation or application of such laws or treaties, regulations or rulings (including a holding, judgment or order by a court of competent jurisdiction) (each of (1) and (2) a "Change of Tax Law"), the Issuer, Holdings or a Subsidiary Guarantor (as the case may be) has become or on the next Interest Payment Date would become obligated, for reasons outside its control and after taking reasonable measures available to it to avoid such obligation, to pay Additional Amounts in respect of any Note pursuant to the terms and conditions thereof); provided that the Issuer, Holdings or a Subsidiary Guarantor (as the case may be) shall not be required to change the jurisdiction of its organization to avoid any such obligation. The Change of Tax Law must become effective on or after the date of this Indenture (or, if the applicable Relevant Jurisdiction became a Relevant Jurisdiction on a date after the date of this Indenture, such later date). Notwithstanding the foregoing, no such notice of redemption may be given:

(1) earlier than 60 days prior to the earliest date on which the Issuer, Holdings or a Subsidiary Guarantor (as the case may be) would but for such redemption be obligated to pay such Additional Amounts; and

(2) unless at the time such notice is given, the Issuer's, Holdings' or a Subsidiary Guarantor's (as the case may be) obligation to pay such Additional Amounts, remains in effect.

(b) Prior to the publication and mailing of any notice of redemption of the Notes pursuant to the foregoing, the Issuer will deliver to the Trustee:

(1) an Officer's Certificate stating that such change, amendment, application or interpretation has occurred, describing the facts related thereto and stating that such requirement cannot be avoided by the Issuer, Holdings or such Subsidiary Guarantor (as the case may be), taking reasonable measures available to it; and

(2) an Opinion of Counsel or tax consultant, in either case, of recognized standing with respect to tax matters of the Relevant Jurisdiction, stating that the requirement to pay such Additional Amounts results from such a change, amendment, application or interpretation.

(c) The Trustee shall accept such Officer's Certificate and Opinion of Counsel or opinion of such tax consultant as conclusive evidence of the satisfaction of the conditions precedent described in Section 3.08(b) hereof, and shall not be obligated to verify the accuracy or content thereof, in which event it shall be conclusive and binding on the Holders.

(d) Any Notes that are redeemed pursuant to this Section 3.08 will be cancelled.

SECTION 3.09. Mandatory Redemption.

The Issuer shall not be required to make any mandatory redemption or sinking fund payments with respect to the Notes.

SECTION 3.10. Offers to Repurchase by Application of Excess Proceeds.

(a) In the event that, pursuant to Section 4.10 hereof, the Issuer shall be required to commence an Asset Sale Offer, it shall follow the procedures specified below.

(b) The Asset Sale Offer shall remain open for a period of 20 Business Days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the "Offer Period"). No later than five Business Days after the termination of the Offer Period (the "Purchase Date"), the Issuer shall apply all Excess Proceeds (the "Offer Amount") to the purchase of Notes and, if required, Pari Passu Indebtedness (on a pro rata basis, if applicable), or, if less than the Offer Amount has been tendered, all Notes and Pari Passu Indebtedness tendered in response to the Asset Sale Offer. Payment for any Notes so purchased shall be made in the same manner as interest payments are made.

(c) If the Purchase Date is on or after a Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest, up to but excluding the Purchase Date, shall be paid to the Person in whose name a Note is registered at the close of business on such Record Date, and no additional interest shall be payable to Holders who tender Notes pursuant to the Asset Sale Offer.

(d) Within 10 Business Days after the Issuer is obligated to make an Asset Sale Offer, the Issuer shall send, by first-class mail, postage prepaid, a written notice to each of the Holders, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Asset Sale Offer. The Asset Sale Offer shall be made to all Holders and holders of Pari Passu Indebtedness. The notice, which shall govern the terms of the Asset Sale Offer, shall state:

(i) that the Asset Sale Offer is being made pursuant to this Section 3.10 and Section 4.10 hereof and the length of time the Asset Sale Offer shall remain open;

(ii) the Offer Amount, the purchase price and the Purchase Date;

(iii) that any Note not tendered or accepted for payment shall continue to accrue interest;

(iv) that, unless the Issuer defaults in making such payment, any Note accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest after the Purchase Date;

(v) that any Holder electing to have less than all of the aggregate principal amount of its Notes purchased pursuant to an Asset Sale Offer may elect to have Notes purchased in denominations of $1,000 or whole multiples of $1,000 in excess thereof, provided that no Notes of less than $200,000 can be purchased pursuant to an Asset Sale Offer in part, except that if all of the Notes of such Holder are to be purchased pursuant

to an Asset Sale Offer, the entire outstanding amount of such Notes held by such Holder shall be purchased;

(vi) that Holders electing to have a Note purchased pursuant to any Asset Sale Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" attached to the Note completed, or transfer by book-entry transfer, to the Issuer, the Depositary, if appointed by the Issuer, or a Paying Agent at the address specified in the notice at least two Business Days before the Purchase Date;

(vii) that Holders shall be entitled to withdraw their election if the Issuer, the Depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(viii) that, if the aggregate principal amount of Notes and Pari Passu Indebtedness surrendered by the holders thereof exceeds the Offer Amount, the Issuer shall select the Notes and such Pari Passu Indebtedness to be purchased on a pro rata basis based on the accreted value or principal amount of the Notes or such Pari Passu Indebtedness tendered (with such adjustments as may be deemed appropriate by the Issuer so that only Notes in denominations of $1,000 or whole multiples of $1,000 in excess thereof are purchased); and

(ix) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer) representing the same indebtedness to the extent not repurchased.

(e) On or before the Purchase Date, the Issuer shall, to the extent lawful, (1) accept for payment, on a pro rata basis as described in clause (d)(viii) of this Section 3.10, the Offer Amount of Notes or portions thereof validly tendered pursuant to the Asset Sale Offer, or if less than the Offer Amount has been tendered, all Notes tendered, provided that such Notes be in minimum denominations of $200,000, and (2) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions thereof so tendered.

(f) The Issuer, the Depositary or the Paying Agent, as the case may be, shall promptly, but in any case not later than five Business Days after termination of the Offer Period, mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes properly tendered by such Holder and accepted by the Issuer for purchase, and the Issuer shall promptly issue a new Note, and the Trustee, upon receipt of an Issuer Order, shall authenticate and mail or deliver (or cause to be transferred by book-entry) such new Note to such Holder (it being understood that, notwithstanding anything in this Indenture to the contrary, no Opinion of Counsel or Officer's Certificate of the Issuer is required for the Trustee to authenticate and mail or deliver such new Note) in a principal amount equal to any unpurchased portion of the Note surrendered representing the same indebtedness to the extent not repurchased, provided that each such new Note will be in a minimum principal amount of $200,000. Any Note not so accepted

shall be promptly mailed or delivered by the Issuer to the Holder thereof. The Issuer shall publicly announce the results of the Asset Sale Offer on or as soon as practicable after the Purchase Date.

(g) Prior to 10:00 a.m. (New York City time) on the Business Day prior to the Purchase Date, the Issuer shall deposit with the Paying Agent money sufficient to pay the purchase price of and accrued and unpaid interest on all Notes to be purchased on that Purchase Date. The Paying Agent shall promptly return to the Issuer any money deposited with the Paying Agent by the Issuer in excess of the amounts necessary to pay the purchase price of, and accrued and unpaid interest on, all Notes to be redeemed.

Other than as specifically provided in this Section 3.10 or Section 4.10 hereof, any purchase pursuant to this Section 3.10 shall be made pursuant to the applicable provisions of Sections 3.01 through 3.06 hereof, and references therein to "redeem," "redemption" and similar words shall be deemed to refer to "purchase," "repurchase" and similar words, as applicable.

ARTICLE IV

COVENANTS

SECTION 4.01. Payment of Notes.

The Issuer shall promptly pay the principal of, premium, if any, and interest and Additional Amounts, if any, on the Notes on the dates and in the manner provided in the Notes and in this Indenture. Principal and interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent holds, in accordance with this Indenture, money sufficient to pay all principal and interest then due.

The Issuer shall pay interest on overdue principal at the rate specified therefor in the Notes. It shall pay interest on overdue installments of interest at the same rate to the extent lawful.

SECTION 4.02. Maintenance of Office or Agency.

The Issuer shall maintain the offices or agencies (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) required under Section 2.03 where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain such offices or agencies as required

by Section 2.03 for such purposes. The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

SECTION 4.03. Reports and Other Information.

(a) For so long as any Notes are outstanding, Holdings shall provide the following reports to the Trustee (who, at the Holdings' expense will furnish by mail to the Holders of the Notes) and post such reports (as well as the details regarding the conference call described in Section 4.03(b) below) on Holdings' or the Issuer's website or, at the sole option of Holdings, on Intralinks or any comparable password-protected online data system which will require a confidentiality acknowledgment, and will make such information readily available to any prospective investor, any securities analyst or any market maker in the Notes who (i) agrees to treat such information as confidential (if such information is being shared confidentially) or (ii) accesses such information on Intralinks or any comparable password-protected online data system which will require a confidentiality acknowledgment; provided that Holdings shall post such information thereon and make readily available any password or other login information to any prospective investor, securities analyst or market maker.

(b) within 110 days after the end of Holdings' fiscal year (140 days in the case of the fiscal year ended December 31, 2017), annual reports containing the following information: (i) audited consolidated balance sheets of Holdings as of the end of the two most recent fiscal years and audited consolidated income statements and statements of cash flow of Holdings for the three most recent fiscal years, including complete footnotes to such financial statements and the report of an internationally-recognized form of independent auditors on the financial statements; (ii) pro forma income statement and balance sheet information of Holdings, which need not comply with Article 11 of Regulation S-X under the Exchange Act ("Regulation S-X"), together with explanatory footnotes, for any material acquisitions, dispositions or recapitalizations that have occurred since the beginning of the most recently completed fiscal year unless pro forma information has been provided in a previous report pursuant to clause (a)(2)(ii) or (a)(2)(iii) of this Section 4.03 (and provided that in the case of an acquisition, disposition or recapitalization that has occurred less than 75 calendar days prior to the date such report is to be provided, the details of such acquisition, disposition or recapitalization shall be included in the report for the next fiscal quarter); (iii) an operating and financial review of the audited financial statements, including a discussion of the results of operations, financial condition, and liquidity and capital resources of Holdings, and a discussion of material commitments and contingencies and critical accounting policies; (iv) a "Management's Discussion and Analysis of Financial Condition and Results of Operations"; (v) earnings before interest, taxes, depreciation and amortization; (vi) capital expenditures; (vii) depreciation and amortization; and (viii) operating profit (loss) in GAAP; provided that any item of disclosure that complies in all material respects with the requirements that would be applicable under Form 20-F under the Exchange Act with respect to such items shall be deemed to satisfy Holdings' obligations under this clause (1) with respect to such item;

(c) within 45 days following the end of the first three fiscal quarters in each fiscal year of Holdings (75 days in the case of the first fiscal quarter of 2018), all quarterly financial statements of Holdings containing the following information: (i) an unaudited

condensed consolidated balance sheet as of the end of such quarter and unaudited condensed statements of income and cash flow for the most recent quarter and year-to-date periods ending on the unaudited condensed balance sheet date, and the comparable prior year period, together with condensed footnote disclosure; (ii) pro forma income statement and balance sheet information of Holdings (which need not comply with Article 11 of Regulation S-X), together with explanatory footnotes, for any material acquisitions, dispositions or recapitalizations that have occurred since the beginning of the most recently completed fiscal year unless pro forma information has been provided in a previous report pursuant to clause (a)(2)(i) or (a)(2)(iii) of this Section 4.03 (and provided that in the case of an acquisition, disposition or recapitalization that has occurred less than 75 calendar days prior to the date such report is to be provided, details of such acquisition, disposition or recapitalization shall be included in the report for the next fiscal quarter or the current fiscal year, whichever occurs first); (iii) an operating and financial review of the unaudited financial statements, including a discussion of the results of operations, financial condition, and liquidity and capital resources of Holdings, and a discussion of material commitments and contingencies and critical accounting policies; and (iv) a "Management's Discussion and Analysis of Financial Condition and Results of Operations" with respect to such fiscal quarter and, in the case of the second and third fiscal quarters of each fiscal year, the period from the beginning of such fiscal year to the end of such fiscal quarter and the comparable period of the preceding year; provided that any item of disclosure that complies in all material respects with the requirements that would be applicable under Form 10-Q under the Exchange Act with respect to such item shall be deemed to satisfy Holdings' obligations under this clause (2) with respect to such item; and

(d) promptly after the occurrence of any material acquisition, disposition or restructuring of Holdings and its Restricted Subsidiaries, taken as a whole, or any senior executive office changes at Holdings or change in auditors of Holdings or any other material event that Holdings or any of its Restricted Subsidiaries announces publicly, a report containing a description of such event.

(e) Subject to compliance with applicable laws and regulations, Holdings shall hold a conference call, within a reasonably prompt period of time following the disclosure of the annual and quarterly information required by clauses (a)(1) and (a)(2) of this Section 4.03 to the Trustee and the Holders of the Notes (it being understood that such conference call may be the same conference call as with Holdings' (or as applicable, any of any Parent Entity's) equity investors and analysts), to discuss such information and results of operations for the relevant reporting period. Holdings shall provide no less than three Business Days' prior notice of any such conference call.

(f) If Subsidiaries designated by Holdings as Unrestricted Subsidiaries in the aggregate would comprise a Significant Subsidiary (if such Unrestricted Subsidiaries were Restricted Subsidiaries) at the time of the delivery of the quarterly or annual financial information required by clause (a) of this Section 4.03, then the quarterly and annual financial information required by clause (a) of this Section 4.03 shall include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in the operating and financial review of the audited or unaudited financial statements, as applicable, of the financial condition and results of operations of Holdings and its Restricted Subsidiaries

separate from the financial condition and results of operations of the Unrestricted Subsidiaries of Holdings.

(g) The financial statements delivered by Holdings pursuant to clauses (a)(1) and (a)(2) of this Section 4.03 shall include the following information: (i) total sales of the non-guarantor Restricted Subsidiaries for the relevant periods, expressed as a dollar amount and as a percentage of the consolidated total sales of Holdings, (ii) total assets of the non-guarantor Restricted Subsidiaries for the relevant periods, expressed as a dollar amount and as a percentage of the consolidated total assets of Holdings, and (iii) total indebtedness of the non-guarantor Restricted Subsidiaries as of the applicable balance sheet dates, expressed as a dollar amount and as a percentage of the total consolidated indebtedness of Holdings (in each case before taking into account transactions and balances between the non-guarantor Restricted Subsidiaries, the Subsidiary Guarantors and Holdings).

(h) All the financial statements and pro forma financial information shall be prepared in accordance with GAAP on a consistent basis for the periods presented. Except as provided in this Section 4.03, Holdings shall not be required to furnish any information, certificates or reports required by (A) Section 302, Section 404 or Section 906 of the Sarbanes-Oxley Act of 2002, or related Items 307 or 308 of Regulation S-K or (B) Regulation G or Item 10(e) of Regulation S-K promulgated by the SEC with respect to any non-generally accepted accounting principles financial measures contained therein, (ii) the information and reports referred to in this Section 4.03(h) will not be required to contain the separate financial statements or other information contemplated by Rule 3-05, Rule 3-09, Rule 3-10 or Rule 3-16 of Regulation S-X, (iii) the information and reports referred to in this Section 4.3(h) shall not be required to present compensation or beneficial ownership information and (iv) the information and reports referred to in Section 3.2(a) shall not be required to include any exhibits required by Item 15 of Form 10-K, Item 6 of Form 10-Q or Item 9.01 of Form 8-K.

(i) For purposes of this Section 4.03, an acquisition or disposition shall be deemed "material" if the business acquired or disposed of would constitute a "significant subsidiary," as provided in Rule 1-02(w) of Regulation S-X.

(j) In the event that Holdings becomes subject to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act, or elects to comply with such provisions, Holdings Issuer shall, for so long as it continues to file the reports required by Section 13(a) or 15(d) of the Exchange Act with the SEC, make available to the Trustee the annual reports, information, documents and other reports that Holdings is required to file with the SEC pursuant to such Section 13(a) or 15(d) of the Exchange Act.

(k) So long as any of the Notes remain "restricted securities" within the meaning of Rule 501 under the Securities Act and during any period during which Holdings is not subject to Section 13(a) or 15(d) of the Exchange Act nor exempt therefrom pursuant to Rule 12g3-2(b), Holdings shall make available to any prospective purchaser of the Notes or beneficial owner of Notes in connection with any sale thereof the information required by Rule 144A(d)(4) under the Securities Act.

(l) Holdings may satisfy its obligations pursuant to this Section 4.03 with respect to financial information relating to Holdings by furnishing applicable financial information relating to a Parent Entity; provided that (i) the same is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to a Parent Entity (and other direct or indirect Parent Entities included in such information, if any), on the one hand, and the information relating to Holdings and its Restricted Subsidiaries on a standalone basis, on the other hand; and (ii) to the extent such information is in lieu of information required to be provided under Section 4.03(b), such materials are accompanied by a report and opinion of an independent registered public accounting firm of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards.

(m) Notwithstanding anything to the contrary set forth in this Section 4.03, if Holdings or any Parent Entity of Holdings has furnished to the Holders of Notes or filed with the SEC the reports described in the preceding paragraphs with respect to Holdings or any Parent Entity, Holdings shall be deemed to be in compliance with the provisions of this Section 4.03, though the Trustee shall have no obligation to determine whether such filings have been made.

SECTION 4.04. Compliance Certificate.

(a) The Issuer shall deliver to the Trustee, within 110 days after the end of each fiscal year ending after the date of this Indenture, an Officer's Certificate stating that a review of the activities of Holdings and its Restricted Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officer of Holdings with a view to determining whether Holdings and its Restricted Subsidiaries have kept, observed, performed and fulfilled their obligations under this Indenture, and further stating, as to such Officer signing such certificate, that to the best of his or her knowledge Holdings and its Restricted Subsidiaries have kept, observed, performed and fulfilled each and every condition and covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions, covenants and conditions of this Indenture (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Issuer is taking or proposes to take with respect thereto).

(b) When any Default or Event of Default has occurred and is continuing under this Indenture, or if the Trustee or the holder of any other evidence of Indebtedness of Holdings or any of its Subsidiaries gives any notice or takes any other action with respect to a claimed Default or Event of Default, the Issuer shall promptly (which shall be no more than five (5) Business Days after becoming aware of such Default or Event of Default) deliver to the Trustee by registered or certified mail or by facsimile transmission an Officer's Certificate specifying such event and what action the Issuer proposes to take with respect thereto.

SECTION 4.05. Taxes.

(a) All payment with respect to the Notes or under the Note Guarantees shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, levies, imposts, fees, duties, assessments or governmental charges of whatever nature (including penalties, interest and other liabilities related thereto) ("Taxes")

imposed, levied, collected, withheld or assessed by any jurisdiction in which Holdings, the Issuer or the applicable Subsidiary Guarantor, and, in each case, any successor thereof (each, a "Payor") is organized, is considered resident for tax purposes, or from or through which payments are made on the Notes by or on behalf of such Payor (or, in each case, any political subdivision or taxing authority thereof or therein) (each, as applicable, a "Relevant Jurisdiction"), unless such withholding or deduction is required by law or by regulation or governmental policy having the force of law. In the event that any withholding or deduction is so required, such Payor shall pay such additional amounts ("Additional Amounts") as will result in receipt by each Holder of such amount (after taking into account any deduction or withholding from such Additional Amounts) as would have been received by such Holder had no such withholding or deduction been required.

(b) Notwithstanding the foregoing, no Payor shall be required to pay Additional Amounts to a Holder of Notes in respect of or on account of:

(1) any Taxes that would not have been imposed but for the existence of any present or former connection between the Holder or beneficial owner of such Note (or, if the Holder or beneficial owner is an estate, nominee, trust, partnership or corporation, between a fiduciary, settler, beneficiary, partner, member or shareholder of, or possessor of power over, the Holder or beneficial owner) and the Relevant Jurisdiction (including, without limitation, being a citizen or resident or national of, or carrying on a business or maintaining a permanent establishment in, or being physically present in, a Taxing Jurisdiction) other than a connection resulting merely from the ownership or holding of such Note, the receipt of payments with respect to such Note or the enforcement of rights thereunder;

(2) any Taxes that would not have been imposed but for the presentation of a Note for payment (where such presentation is required) more than 30 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for and notice thereof given to Holders, whichever occurs later, except to the extent that the Holder of such Note would have been entitled to such Additional Amounts on presenting such Note for payment on any date during such 30-day period;

(3) any estate, inheritance, gift, value added, sales, use, excise, transfer, personal property or similar taxes, duties, assessments or other governmental charges with respect to the Notes;

(4) any Taxes that would not have been so withheld or deducted but for the failure by the Holder or such beneficial owner of the Note to comply with any written request made to that Holder or such beneficial owner in writing at least 30 days before any such withholding or deduction would be payable, by the Issuer, Holdings or any Subsidiary Guarantor or any other Person through whom payment may be made to (i) make a declaration of non-residence, or any other claim or filing for exemption, to which it is entitled or (ii) comply, to the extent legally able to do so, with any certification, identification, information, documentation or other reporting requirement concerning its nationality, residence, identity or connection with the Relevant Jurisdiction, which, in each case, is required or imposed by a statute, treaty, regulation or administrative practice of the Relevant Jurisdiction as a precondition to exemption from all or part of such Taxes;

(5) in respect of any payment to a Holder of a Note that is a fiduciary, limited liability company or partnership or any person other than the sole beneficial owner of such payment or Note, any Taxes to the extent that a member or partner of such limited liability company or partnership or the beneficial owner of such payment or Note would not have been entitled to the Additional Amounts had such beneficiary, settler, partner, member or beneficial owner been the actual Holder of such Note;

(6) any withholding or deduction in respect of any Taxes is imposed on a payment to an individual that is required to be made pursuant to the European Union Directive 2003/48/EC of June 3, 2003 or any other Directive implementing the conclusions of the European Council of Economic and Finance Ministers (ECOFIN) meeting on 26-27 November 2000 on the taxation of savings income, or any law implementing or complying with, or introduced in order to conform to, these Directives;

(7) any Taxes payable otherwise than by deduction or withholding;

(8) any Taxes that would not have been imposed but for the presentation of such Note (in cases in which presentation is required) for payment in a Relevant Jurisdiction, unless such note could not have been presented for payment elsewhere;

(9) any Taxes imposed or required to be withheld under Sections 1471 to 1474 (or any successor provisions or amendments thereof) of the United States Internal Revenue Code of 1986, as amended, including any regulations or other official guidance thereunder, or any law implementing an intergovernmental approach to such Sections; or

(10) any combination of (1) through (9) above.

(c) If any taxes are required to be deducted or withheld from payments on the Notes or under the Note Guarantees, the Payor shall (i) make any required withholding or deduction and (ii) remit the full amount deducted or withheld to the Relevant Jurisdiction in accordance with applicable law. The Payor shall use all reasonable efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Relevant Jurisdiction imposing such Taxes and shall within a reasonable time provide a certified copy of such receipt to the Trustee (or to a Holder upon written request) (or if such receipt is not available using reasonable efforts, any other evidence of payment reasonably acceptable to the Trustee). The Payor shall attach to each certified copy (or other documentation) a certificate stating (x) that the amount of such Taxes evidenced by the certified copy was paid in connection with payments in respect of the principal amount of Notes then outstanding and (y) the amount of such withholding Taxes paid per $1,000 principal amount of the Notes.

(d) At least 30 days prior to each date on which any payment under or with respect to the Notes or under the Note Guarantees is due and payable (unless such obligation to pay Additional Amounts arises shortly before or after the 30th day prior to such date, in which case it shall be promptly thereafter), if the Payor shall be obligated to pay Additional Amounts with respect to such payment, the Payor shall deliver to the relevant paying agent and the Trustee an Officer’s Certificate stating the fact that such Additional Amounts shall be payable, the amounts so payable and will set forth such other information necessary to enable the relevant

paying agent to pay such Additional Amounts to Holders on the payment date. Each such Officer's Certificate shall be relied upon until receipt of a further Officer's Certificate addressing such matters.

(e) Any reference in this Indenture or in the Notes to principal, premium, interest, redemption prices or purchase prices in connection with a redemption or purchase of the Notes, or any other amount payable on or with respect to any of the Notes shall be deemed also to refer to any Additional Amounts which may be payable.

(f) Holdings shall pay any present or future stamp, court or documentary taxes or any other excise or property taxes, charge or similar levies that arise in any Relevant Jurisdiction from the execution, delivery, enforcement or registration of the Notes, the Note Guarantees, this Indenture or any other document or instrument in relation thereto (other than a transfer of the Notes) and the Issuer, Holdings and each Subsidiary Guarantor shall agree to indemnify the Holders for any such Taxes paid by such Holders[, provided that where such agreement to indemnify constitutes a Singapore Financial Assistance Obligation, it shall be subject to the occurrence of the Singapore Whitewash Effective Date][5].

(g) The obligations set forth in this Section 4.05 shall survive any termination, defeasance or discharge of this Indenture or any Note Guarantee and shall apply mutatis mutandis to any jurisdiction in which any successor to a Payor is organized or any political subdivision or taxing authority or agency thereof or therein.

SECTION 4.06. Stay, Extension and Usury Laws.

The Issuer, Holdings and each of the Subsidiary Guarantors covenant (to the extent that they may lawfully do so) that they shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer, Holdings and each of the Subsidiary Guarantors (to the extent that they may lawfully do so) hereby expressly waive all benefit or advantage of any such law, and covenant that they shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

SECTION 4.07. Limitation on Restricted Payments.

(a) Holdings shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

I. declare or pay any dividend or make any other payment or distribution on or in respect of Holdings' or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving Holdings or any of its Restricted Subsidiaries), or to the direct or indirect holders of Holdings' or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends

[5] NTD: To be confirmed with foreign counsel whether applicable.

or distributions payable in Equity Interests (other than Disqualified Stock) of Holdings or dividends, payments or distributions payable to Holdings or a Restricted Subsidiary (and if such Restricted Subsidiary is not a Wholly-Owned Subsidiary, to its other holders of Capital Stock on a pro rata basis, so long as Holdings or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution));

II. purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving Holdings) any Equity Interests of Holdings (other than from Holdings or another Restricted Subsidiary);

III. make any payment on, or with respect to, or repurchase, redeem, defease or otherwise acquire or retire for value, any Subordinated Obligation (other than (A) any intercompany Indebtedness between or among Holdings and any of its Restricted Subsidiaries, and (B) the payment, repurchase, redemption, defeasance or other acquisition or retirement of such Subordinated Obligation in anticipation of satisfying a sinking fund obligation, principal installment or payment of principal or interest at the Stated Maturity thereof, in each case due within one year of the date of such payment, redemption, repurchase, defeasance, acquisition or retirement); or

IV. make any Restricted Investment, (all such payments and other actions set forth in clauses (I) through (IV) above being collectively referred to as "Restricted Payments"), provided that Holdings and Restricted Subsidiaries may make a Restricted Payment under clauses (III) and (IV) above if:

(1) no Default or Event of Default has occurred and is continuing or will occur as a consequence thereof;

(2) Holdings would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four quarter period, have been permitted to Incur at least $1.00 of additional Indebtedness pursuant to the Consolidated Interest Expense Coverage Ratio test set forth in clause (a) of Section 4.09 hereof;

(3) Holdings would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four quarter period, have a Consolidated Leverage Ratio equal to or less than 4.0:1.0;

(4) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by Holdings and its Restricted Subsidiaries after the date of this Indenture (including Restricted Payments permitted by clause (7) of Section 4.07(b) hereof) (but excluding all other Restricted Payments permitted by Section 4.07(b) hereof) is less than the sum, without duplication, of:

(A) 50% of the Consolidated Net Income of Holdings for the period (taken as one accounting period) from the beginning of the fiscal quarter commencing after the date of this Indenture to the end of Holdings' most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit); plus

(B) 100% of the aggregate net cash proceeds and of the Fair Market Value of marketable securities or other property received by Holdings since the date of this Indenture to the date the Restricted Payment occurs (A) as a contribution to its common equity capital or from the issue or sale of Equity Interests of Holdings (other than Disqualified Stock or Designated Preferred Stock), or (B) from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of Holdings that have been converted into or exchanged for Equity Interests (other than Disqualified Stock) less the amount of any cash, or the Fair Market Value of any property, distributed by Holdings upon such conversion or exchange (other than net cash proceeds received from the issue or sale of such Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of Holdings or an employee stock ownership plan or to a trust established by Holdings or any of its Subsidiaries for the benefit of their employees), in each case, other than Excluded Contributions; plus

(C) 100% of the aggregate amount received in cash and the Fair Market Value of marketable securities or other property received by means of the sale or other disposition of Restricted Investments made by Holdings or its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from Holdings or its Restricted Subsidiaries and repayments of loans or advances, and releases of guarantees, which constitute Restricted Investments by Holdings or its Restricted Subsidiaries, in each case after the Issue Date, provided that the Net Proceeds for any such Restricted Investment (if any) are applied in compliance with Section 4.10 hereof (to the extent the covenant is applicable); plus

(D) 100% of the aggregate amount received in cash and the Fair Market Value of marketable securities or other property received by means of the sale of the stock of an Unrestricted Subsidiary (other than to Holdings or a Restricted Subsidiary) or a distribution from an Unrestricted Subsidiary or a dividend from an Unrestricted Subsidiary after the Issue Date (to the extent such amount is not already included in the calculation of Consolidated Net Income); plus

(E) in the event that any Unrestricted Subsidiary is redesignated as a Restricted Subsidiary after the date of this Indenture, the amount of Investments previously made by Holdings or a Restricted Subsidiary in such Unrestricted Subsidiary as of the date of such redesignation.

(b) The preceding provisions shall not prohibit:

(1) [Reserved.];

(2) the redemption, repurchase, retirement, defeasance or other acquisition or retirement of any Subordinated Obligation of the Issuer, Holdings or any Subsidiary Guarantor or of any Equity Interests of Holdings in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary) of, Equity Interests of Holdings (other than Disqualified Stock or an employee stock ownership plan or to a trust established by Holdings or any of its Subsidiaries for the benefit of their employees) or from the substantially concurrent contribution of common equity capital to Holdings; provided that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase,

retirement, defeasance or other acquisition shall be excluded from clause (a)(3)(B) of this Section 4.07;

(3) the defeasance, redemption, repurchase or other acquisition or retirement of Subordinated Obligations of the Issuer, Holdings or any Subsidiary Guarantor with the net cash proceeds from an Incurrence of, or in exchange for, Permitted Refinancing Indebtedness; provided that no Default or Event of Default with respect to the Notes shall have occurred and be continuing on the date of such payment or would occur as a consequence thereof;

(4) [Reserved];

(5) [Reserved];

(6) the repurchase of Equity Interests deemed to occur upon the exercise of stock options to the extent such Equity Interests represent a portion of the exercise price of those stock options;

(7) the purchase, redemption, defeasance or other acquisition or retirement for value of any Subordinated Obligation upon a Change of Control or an Asset Sale to the extent required by this Indenture or other agreement pursuant to which such Subordinated Obligation was issued, but only if Holdings (a) in the case of a Change of Control, has made an offer and complied with and satisfied all obligations to repurchase the Notes as described under Section 4.14 hereof to the extent required by Section 4.14 to do so, or (b) in the case of an Asset Sale, has applied the Net Proceeds from such Asset Sale in accordance with the provisions described under Section 4.10 hereof to the extent applicable;

(8) [Reserved];

(9) [Reserved];

(10) the declaration and payment of dividends by Holdings to, or the making of loans to, any direct or indirect parent in amounts required for any direct or indirect parent companies to pay, in each case without duplication,

(i) income taxes, to the extent such income taxes are attributable to the income of Holdings and its Restricted Subsidiaries and, to the extent of the amount actually received from its Unrestricted Subsidiaries, in amounts required to pay such taxes to the extent attributable to the income of such Unrestricted Subsidiaries; provided that in each case the amount of such payments in any fiscal year does not exceed the amount that Holdings and its Restricted Subsidiaries would be required to pay in respect of taxes for such fiscal year were Holdings, its Restricted Subsidiaries and its Unrestricted Subsidiaries (to the extent described above) to pay such taxes separately from any such parent entity;

(ii) customary salary, bonus and other benefits payable to officers and employees of any direct or indirect parent company of Holdings to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of Holdings and its Restricted Subsidiaries; and

(iii) general corporate operating and overhead costs and expenses of any direct or indirect parent company of Holdings to the extent such costs and expenses are attributable to the ownership or operation of Holdings and its Restricted Subsidiaries.

(11) [Reserved];

(12) Restricted Payments under clause (III) or (IV) of the definition thereof that are made with Excluded Contributions;

(13) [Reserved];

(14) other Restricted Payments under clause (III) or (IV) of the definition thereof in an aggregate amount, when taken together with all other Restricted Payments made pursuant to this clause (14), not to exceed $25.0 million; provided, that at the time of, and after giving effect to, any Restricted Payment permitted under the foregoing clauses of this paragraph, no Default shall have occurred and be continuing or would occur as a consequence thereof;

(15) [the payment of any distributions or payments in an amount necessary to complete the Restructuring Transactions and pay any fees and expenses incurred directly in connection with the Restructuring Transactions]; and

(16) distributions in connection with the transactions contemplated by the Bankruptcy Proceedings, the Plan of Reorganization or as set forth in the Plan Confirmation Order.

(c) The amount of all Restricted Payments (other than cash) shall be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by Holdings or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The determination by Holdings' Board of Directors, with respect to the Fair Market Value of any assets or securities that are required to be valued by this covenant, must be based upon an opinion or appraisal issued by an accounting, appraisal or investment banking firm of national standing if the Fair Market Value exceeds $10.0 million. Not later than ten Business Days following a request from the Trustee, Holdings shall deliver to the Trustee an officers' certificate stating that each Restricted Payment made in the six months preceding the date of request is permitted and setting forth the basis upon which the calculations required by this Section 4.07 were computed, together with a copy of any fairness opinion or appraisal required by this Indenture.

(d) Notwithstanding any of the foregoing provisions, any redemption, repurchase, retirement, defeasance or other acquisition or retirement of Subordinated Obligations held by an Affiliate of Holdings may only be redeemed, repurchased, retired, defeased or otherwise repaid prior to the Stated Maturity thereof to the extent such Subordinated Obligations when issued or borrowed, were funded at par and in cash to the Issuer, Holdings or such Subsidiary Guarantor.

SECTION 4.08. Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries.

(a) Holdings shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions to Holdings or any of its Restricted Subsidiaries (a) on its Capital Stock or (b) with respect to any other interest or participation in, or measured by, its profits;

(2) pay any Indebtedness owed to Holdings or any of its Restricted Subsidiaries;

(3) make loans or advances to Holdings or any of its Restricted Subsidiaries; or

(4) sell, lease or transfer any of its properties or assets to Holdings or any of its Restricted Subsidiaries.

(b) However, the preceding restrictions shall not apply to encumbrances or restrictions existing under or by reason of:

(1) agreements in effect on the date of this Indenture and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of those agreements, provided that the encumbrances or restrictions contained in any such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings, taken as a whole, are not materially more restrictive than the encumbrances or restrictions contained in agreements in place on the date of this Indenture;

(2) An ABL Facility pursuant to which Indebtedness permitted to be Incurred by clause (b)(1) of Section 4.09 hereof is Incurred, provided that the encumbrances or restrictions contained in any ABL Facility, taken as a whole, are not materially more restrictive than encumbrances or restrictions customarily contained in credit facilities of Persons with a credit rating similar to that of the Issuer; and provided further that the Board of Directors of the Issuer determined in good faith that such restrictions do not materially and adversely affect the Issuer's ability to make payments of principal of and interest on the Notes;

(3) [Reserved];

(4) this Indenture, the Notes and the Note Guarantees;

(5) any applicable law, rule, regulation or order;

(6) any agreement or instrument governing Indebtedness or Capital Stock of a Person or any of its Subsidiaries as in effect at the time such Person becomes a Subsidiary of Holdings or at the time it merges with or into Holdings or any of its Restricted Subsidiaries or assumed in connection with the acquisition of assets from such Person (except to the extent such Indebtedness or Capital Stock was Incurred in connection with or in contemplation of such Person becoming a Subsidiary or such acquisition, merger or consolidation), which encumbrance

or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the property or assets of the Person so acquired or, in the case of assumed Indebtedness, to any property or assets other than those acquired from such Person, and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of those instruments, provided that the encumbrances or restrictions contained in any such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings, taken as a whole, are not materially more restrictive than the encumbrances or restrictions contained in instruments in effect on the date of acquisition;

(7) customary non-assignment provisions in leases or other agreements entered into in the ordinary course of business and consistent with past practices;

(8) purchase money obligations for property acquired in the ordinary course of business that impose on such property restrictions of the nature described in clause (a)(4) of this Section 4.08;

(9) any restriction imposed under an agreement for the sale or other disposition of assets or Equity Interests permitted under this Indenture pending completion of such sale or other disposition;

(10) Permitted Refinancing Indebtedness, provided that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness, taken as a whole, are not materially more restrictive than those contained in the agreements governing the Indebtedness being refinanced;

(11) Liens securing Indebtedness (or the documentation relating to the Indebtedness so secured) otherwise permitted to be Incurred under Section 4.12 hereof or Section 4.15 hereof that limit the right of the debtor to dispose of the assets subject to such Liens;

(12) customary provisions limiting or prohibiting the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, which limitation or prohibition is applicable only to the assets that are the subject of such agreements;

(13) restrictions on cash or other deposits or net worth imposed by customers or lessors under contracts or leases entered into in the ordinary course of business;

(14) any encumbrance or restriction arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be Incurred subsequent to the Issue Date under Section 4.09 if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the Holders than (i) the encumbrances and restrictions contained in any ABL Facility, together with the security documents associated therewith or (ii) in comparable financings (as determined in good faith by the Issuer) and where, in the case of clause (ii), either (a) the Issuer determines at the time of entry into such agreement or instrument that such encumbrances or restrictions will not adversely affect, in any material respect, the Issuer’s ability to make principal or interest payments on the

Notes or (b) such encumbrance or restriction applies only during the continuance of a default relating to such agreement or instrument;

(15) any encumbrance or restriction existing by reason of any lien permitted under Section 4.12; or

(16) any encumbrance or restriction pursuant to an agreement or instrument effecting a refinancing of Indebtedness Incurred pursuant to, or that otherwise refinances, an agreement or instrument referred to in clauses (1) to (15) of this paragraph or this clause (an "Initial Agreement") or contained in any amendment, supplement or other modification to an agreement referred to in clauses (1) to (15) of this paragraph or this clause; *provided*, *however*, that the encumbrances and restrictions with respect to such Restricted Subsidiary contained in any such agreement or instrument are no less favorable in any material respect to the Holders taken as a whole than the encumbrances and restrictions contained in the Initial Agreement or Initial Agreements to which such refinancing or amendment, supplement or other modification relates (as determined in good faith by the Issuer).

SECTION 4.09. Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) Holdings shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, Incur, contingently or otherwise, with respect to any Indebtedness (including Acquired Debt), and Holdings will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of Disqualified Stock or Preferred Stock; provided, however, that Holdings may Incur Junior Subordinated PIK Indebtedness or issue Disqualified Stock and the Issuer or any Subsidiary Guarantor may Incur Junior Subordinated PIK Indebtedness or issue Disqualified Stock or Preferred Stock, if (x) the Consolidated Interest Expense Coverage Ratio for Holdings' most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Junior Subordinated PIK Indebtedness is Incurred or such Disqualified Stock or Preferred Stock is issued would have been at least 2.0 to 1.0 and (y) the Consolidated Leverage Ratio on such date of incurrence is less than 4.0 to 1.0, in each case of clause (x) and (y) as determined on a pro forma basis (including a pro forma application of the net proceeds therefrom) as if the additional Junior Subordinated PIK Indebtedness had been Incurred or the Disqualified Stock and Preferred Stock had been issued, as the case may be, at the beginning of such applicable four-quarter period.

(b) Clause (a) of this Section 4.09 shall not prohibit the Incurrence of any of the following items of Indebtedness or Disqualified Stock, as applicable (collectively, "Permitted Debt"):

(1) the Incurrence by the Issuer, Holdings or any of the Subsidiary Guarantors of Indebtedness under an ABL Facility in an aggregate principal amount at any one time outstanding under this clause (1) (with letters of credit being deemed to have a principal amount equal to the obligations in respect thereof), not to exceed $50.0 million;

(2) the Incurrence by the Issuer, Holdings and the Subsidiary Guarantors of Indebtedness represented by the Notes and the related Note Guarantees to be issued on the date of this Indenture;

(3) [Reserved];

(4) the Incurrence by Holdings and its Restricted Subsidiaries of the Indebtedness outstanding on the Issue Date; provided that, for the avoidance of doubt, Indebtedness described in clauses (2) and (7) of this clause (b) shall not be deemed to constitute Indebtedness outstanding on the Issue Date for purposes of this clause (4);

(5) the Incurrence by Holdings or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations, Attributable Debt, mortgage financings or purchase money obligations, in each case, Incurred for the purpose of (or as a result of) financing all or any part of the purchase price, lease or cost of construction or improvement of property (real or personal), plant or equipment used in the business of Holdings or such Restricted Subsidiary (including through the direct purchase of assets or the Capital Stock of any Person owning such assets), in an aggregate principal amount, including all Permitted Refinancing Indebtedness Incurred to refund, refinance or replace any Indebtedness Incurred pursuant to this clause (5), not to exceed, at any time outstanding, the greater of 3.0% of Total Assets and $45.0 million; so long as such Indebtedness exists at the date of such purchase, lease or improvement, or is created within 90 days thereafter; provided that the principal amount of any Indebtedness permitted under this Section 4.09(a)(5) did not in each case at the time of Incurrence exceed the Fair Market Value, as determined in accordance with the definition of such term, of the acquired or constructed asset or improvement so financed;

(6) the Incurrence by Holdings or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance or replace Indebtedness (other than intercompany Indebtedness) that was permitted by this Indenture to be Incurred under clause (a) of this Section 4.09 or clauses (2), (4), (6) or (18) of this clause (b);

(7) the Incurrence by Holdings or any of its Restricted Subsidiaries of intercompany Indebtedness between or among Holdings and any of its Restricted Subsidiaries; provided, however, that:

(i) if the Issuer, Holdings or any Subsidiary Guarantor is the obligor on such Indebtedness, any such Indebtedness to a Restricted Subsidiary that is not the Issuer or a Subsidiary Guarantor must be expressly subordinated to the prior payment in full in cash of all Obligations with respect to the Notes, in the case of the Issuer, or the Note Guarantee, in the case of Holdings or a Subsidiary Guarantor; and

(ii) (A) any subsequent issuance or transfer of Capital Stock that results in any such Indebtedness being held by a Person other than Holdings or a Restricted Subsidiary and (B) any sale or other transfer of any such Indebtedness to a Person that is not either Holdings or a Restricted Subsidiary, will be deemed, in each case, to constitute an

Incurrence of such Indebtedness by the Issuer, Holdings or such Subsidiary Guarantor, as the case may be, that was not permitted by this clause (7);

(8) the issuance of shares of Preferred Stock by a Restricted Subsidiary to Holdings or another Restricted Subsidiary; provided that any subsequent issuance or transfer of any Capital Stock or any other event which, in either case, results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of Preferred Stock (except to Holdings or another Restricted Subsidiary) shall be deemed in each case to be an issuance of such shares of Preferred Stock that was not permitted by this clause (8);

(9) the Incurrence by the Issuer, Holdings or any Subsidiary Guarantor of Hedging Obligations not for speculative purposes;

(10) the guarantee by Holdings or any of its Restricted Subsidiaries of Indebtedness of Holdings or a Restricted Subsidiary that was permitted to be Incurred by another provision of this Section 4.09;

(11) the accrual of interest, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on Disqualified Stock in the form of additional shares of the same class of Disqualified Stock will not be deemed to be an Incurrence of Indebtedness or an issuance of Disqualified Stock for purposes of this Section 4.09; provided, in each such case, that the amount thereof is included in Consolidated Interest Expense of Holdings as accrued;

(12) the Incurrence by Holdings or any of its Restricted Subsidiaries of Indebtedness in respect of performance bonds, bank guarantees, bankers' acceptances, workers' compensation claims, surety or appeal bonds, payment obligations in connection with self-insurance or similar obligations (and letters of credit in respect thereof) in the ordinary course of business;

(13) the Incurrence by Holdings or any of its Restricted Subsidiaries of Indebtedness arising from agreements providing for indemnification, adjustment of purchase price, earnouts or similar obligations of Holdings or any of its Restricted Subsidiaries Incurred in connection with the disposition of any business, assets or Subsidiary of Holdings; provided that such Indebtedness is not reflected on the balance sheet of Holdings or any Restricted Subsidiary and that the maximum liability in respect of all such Indebtedness shall not exceed the gross proceeds actually received by Holdings or any Restricted Subsidiary in connection with such disposition;

(14) the Incurrence by Holdings or any of its Restricted Subsidiaries of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds in the ordinary course of business, so long as such Indebtedness is extinguished within five Business Days of its Incurrence;

(15) the Incurrence by any Restricted Subsidiary of Indebtedness represented by letters of credit entered into in the ordinary course of business to the extent that such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth Business Day following such drawing or Incurrence;

(16) the Incurrence by Holdings or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) which, when taken together with all other Indebtedness of Holdings and its Restricted Subsidiaries outstanding on the date of such Incurrence and Incurred pursuant to this clause (16), does not exceed $50.0 million at any time outstanding (it being understood that amounts permitted pursuant to this clause (16) shall not be applied to increase the size of any ABL Facility permitted under clause (1) above); provided that up to $25.0 million of such $50.0 million permitted to be Incurred pursuant to this clause (16) may be either (x) secured by pari passu or junior Liens pursuant to clause (29) of the definition of Permitted Liens herein, (y) incurred by Restricted Subsidiaries (other than the Issuer) that are not Subsidiary Guarantors or (z) a combination of (x) and (y) (it being understood that any Indebtedness, Disqualified Stock or Preferred Stock Incurred pursuant to this clause (16) by the Issuer, Holdings or any Subsidiary Guarantor shall cease to be deemed Incurred or outstanding for purposes of this clause (16) but shall be deemed Incurred for the purposes of the first paragraph of this covenant from and after the first date on which the Issuer, Holdings or such Subsidiary Guarantor could have Incurred such Indebtedness, Disqualified Stock or Preferred Stock under clause (a) of this Section 4.09 without reliance on this clause (16));

(17) [Reserved];

(18) Indebtedness, Disqualified Stock or Preferred Stock of (x) the Issuer, Holdings or a Subsidiary Guarantor incurred to finance an acquisition or (y) Persons that are acquired by the Issuer, Holdings or any Subsidiary Guarantor or merged into the Issuer, Holdings or a Subsidiary Guarantor in accordance with the terms of this Indenture; provided that after giving effect to such acquisition or merger, either:

(i) Holdings would be permitted to incur at least $1.00 of additional Indebtedness pursuant to clause (a) of this Section 4.09, or

(ii) the Consolidated Interest Expense Coverage Ratio for Holdings and its Restricted Subsidiaries would be equal to or greater than such ratio for Holdings and its Restricted Subsidiaries immediately prior to such acquisition or merger, and the Consolidated Leverage Ratio for Holdings and its Restricted Subsidiaries would be equal to or less than such ratio for Holdings and its Restricted Subsidiaries immediately prior to such acquisition or merger, in each case on a pro forma basis taking into account such designation;

(19) Indebtedness consisting of Indebtedness issued by Holdings or any of its Restricted Subsidiaries to current or former officers, directors and employees thereof, their respective estates, spouses or former spouses, in each case to finance the purchase or redemption of Equity Interests of Holdings or any direct or indirect parent company of Holdings to the extent permitted in Section 4.07 hereof; and

(20) customer deposits and advance payments received in the ordinary course of business from customers for goods purchased in the ordinary course of business;

(c) For purposes of determining compliance with this Section 4.09:

(1) the outstanding principal amount of any item of Indebtedness shall be counted only once, and any obligation arising under any guarantee, Lien, letter of credit or similar instrument supporting such Indebtedness Incurred in compliance with this covenant shall be disregarded;

(2) in the event that all or any portion of any item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in clauses (a) and (b) of this Section 4.09, Holdings, in its sole discretion, will classify such item of Indebtedness on the date of Incurrence and may from time to time reclassify such item of Indebtedness, and shall only be required to include the amount and type of such Indebtedness in one of such clauses; provided that all Indebtedness outstanding under an ABL Facility will be treated as incurred under clause (b)(1) of this Section 4.09 and not clause (a) of this Section 4.09;

(3) all or any portion of any item of Indebtedness may later be reclassified as having been Incurred pursuant to any type of Indebtedness described in clauses (a) and (b) of this Section 4.09 so long as such Indebtedness is permitted to be Incurred pursuant to such provision and any related Liens are permitted to be Incurred at the time of reclassification;

(4) in the case of any Permitted Refinancing Indebtedness, when measuring the outstanding amount of such Indebtedness, such amount shall not include the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums (including tender premiums) and other costs and expenses (including original issue discount, upfront fees or similar fees) Incurred or payable in connection with such refinancing;

(5) Guarantees of, or obligations in respect of letters of credit, bankers' acceptances or similar instruments relating to, or Liens securing, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(6) Indebtedness permitted by this Section 4.09 need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness; and

(7) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with GAAP.

(d) The amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (ii) the principal amount or liquidation preference thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

(e) No Restricted Subsidiary that is not the Issuer or a Subsidiary Guarantor may Incur any Indebtedness if the proceeds are used to refinance Indebtedness of Holdings and no Restricted Subsidiary that is not the Issuer or a Subsidiary Guarantor may Incur any Indebtedness if the proceeds are used to refinance Indebtedness of the Issuer. In addition, Holdings will not permit any of its Unrestricted Subsidiaries to Incur any Indebtedness or issue any shares of Disqualified Stock, other than Non-Recourse Debt.

(f) For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; provided that if such Indebtedness is Incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that Holdings and its Restricted Subsidiaries may Incur pursuant to this Section 4.09 shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

SECTION 4.10. Asset Sales.

(a) Holdings will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) Holdings (or the Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the Fair Market Value of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) at least 75% of the consideration received in the Asset Sale by Holdings or such Restricted Subsidiary is in the form of cash or Replacement Assets or a combination of both. For purposes of this Section 4.10, each of the following forms of consideration will be deemed to be cash:

(i) any liabilities, as shown on Holdings' or such Restricted Subsidiary's most recent balance sheet, of Holdings or any Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Notes or any Note Guarantee) that are assumed by the transferee of any such assets pursuant to an agreement that releases Holdings or such Restricted Subsidiary from further liability;

(ii) any securities, notes or other obligations received by Holdings or any such Restricted Subsidiary from such transferee that are converted by Holdings or such Restricted Subsidiary into cash, to the extent of the cash received in that conversion, within 90 days after receipt;

(iii) any Designated Non-cash Consideration received by Holdings or such Restricted Subsidiary in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (C) that is at that time of outstanding, not to exceed 2.5% of Total Assets at the time of the receipt of such Designated Non-cash Consideration, with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value; and

(iv) Cash Equivalents.

(b) Within 365 days after the receipt of any Net Proceeds from an Asset Sale, Holdings or any Restricted Subsidiary may apply those Net Proceeds:

(1) to repay Senior Indebtedness of the Issuer or Indebtedness of a Subsidiary Guarantor (other than Subordinated Obligations of such Subsidiary Guarantor) (in each case, other than Indebtedness owed to the Issuer or a Restricted Subsidiary of the Issuer); provided, however, that in connection with any such repayment of Indebtedness pursuant to this clause (1), the Issuer or such Subsidiary Guarantor will retire such Indebtedness and will cause the related commitment (if any) to be permanently reduced in an amount equal to the principal amount so repaid; provided, further, that to the extent the Issuer repays Senior Indebtedness other than the Notes pursuant to this Section 4.10(b)(1), the Issuer shall equally and ratably reduce Obligations under the Notes as provided under Section 3.07, through open-market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth in Section 3.10 and below for an Asset Sale Offer) to all Holders to purchase their Notes at 100% of the principal amount thereof, plus the amount of accrued and unpaid interest, if any; provided, however that, in addition to the foregoing, (x) the Net Proceeds from any Asset Sale of ABL Priority Collateral may not be applied to repay any Senior Indebtedness other than Obligations under the ABL Facility and (y) the Net Proceeds from any Asset Sale of Notes Priority Collateral may not be applied to repay any Senior Indebtedness other than Obligations under the Notes;

(2) to repay any other Indebtedness of any non-Guarantor Restricted Subsidiary (other than Indebtedness owed to Holdings or a Restricted Subsidiary); provided, however, that in connection with any repayment of Indebtedness pursuant to this clause (2), the non-Guarantor Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) to be permanently reduced in an amount equal to the principal amount so repaid;

(3) to acquire all or substantially all of the assets of, or a majority of the Voting Stock of, another Permitted Business (including by means of a merger, consolidation or other business combination permitted under this Indenture);

(4) to make a capital expenditure in any property, plant or equipment to be used by Holdings or a Restricted Subsidiary in a Permitted Business with respect to assets used or useful in a Permitted Business;

(5) to make an investment in properties or assets that replace the properties and assets that were the subject of the Asset Sale;

(6) to acquire other long-term assets that are used or useful in a Permitted Business; or

(7) in any combination of applications and investments specified in clauses (1) through (6) above.

(c) Pending the final application of any Net Proceeds pursuant to this Section 4.10, Holdings and any Restricted Subsidiary may temporarily reduce Indebtedness or otherwise use such Net Proceeds in any manner that is not prohibited by this Indenture.

(d) Any Net Proceeds from Asset Sales that are not applied or invested as provided in clauses (1) through (7) above will, at the end of the period specified for application or reinvestment, constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $10 million, the Issuer will, within 10 Business Days, make an offer ("Asset Sale Offer"), (i) with respect to Excess Proceeds from any Asset Sale of ABL Priority Collateral, if required by the terms of the ABL Facility, to holders of Indebtedness under the ABL Facility or, if no asset sale offer is so required by the terms of the ABL Facility, to all Holders of Notes; (ii) with respect to Excess Proceeds from any Asset Sale of Notes Priority Collateral, to all Holders of Notes, and (iii) other than with respect to Excess Proceeds from any Asset Sale of Collateral, to all Holders of Notes and, at the Issuer's option, all holders of other Indebtedness that is pari passu with the Notes ("Pari Passu Indebtedness") if required by the terms of the documents governing such Pari Passu Indebtedness, to purchase on a pro rata basis the maximum principal amount of Notes and, if applicable, such other Pari Passu Indebtedness that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount of the Notes and, if applicable, such other Pari Passu Indebtedness being repurchased plus accrued and unpaid interest to the date of purchase, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Issuer may use those Excess Proceeds for any purpose not otherwise prohibited by this Indenture. If the aggregate principal amount of Notes and, if applicable, such other Pari Passu Indebtedness tendered in such Asset Sale Offer exceeds the amount of Excess Proceeds, the Notes and, if applicable, such other Pari Passu Indebtedness to be purchased will be selected on a pro rata basis. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

(e) The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Asset

Sale provisions of this Indenture by virtue of such failure to otherwise comply with the Asset Sale provisions.

SECTION 4.11. Transactions with Affiliates.

(a) Holdings will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, loan, advance or guarantee with, or for the benefit of, any Affiliate (each, an "Affiliate Transaction") unless:

(1) such Affiliate Transaction is on terms that are, when taken as a whole, no less favorable to Holdings or the relevant Restricted Subsidiary than those that would have been obtained in a comparable arm's-length transaction by Holdings or such Restricted Subsidiary with an unrelated Person, and

(2) the Issuer delivers to the Trustee:

(i) with respect to any Affiliate Transaction or series of related Affiliate Transactions which involve aggregate consideration in excess of $5.0 million, a resolution of the Board of Directors of Holdings set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors of Holdings; and

(ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions which involve aggregate consideration in excess of $10.0 million, in addition to the board resolution required in clause (a)(2)(i) of this Section 4.11, a written opinion as to the fairness to the Issuer of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of internationally recognized standing.

(b) The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) transactions between or among Holdings and/or its Restricted Subsidiaries (including any Person that becomes a Restricted Subsidiary as a result of any such transaction), provided that such transactions are not otherwise prohibited by this Indenture;

(2) any employment, compensation, benefit or indemnification agreement or arrangement (and any payments or other transactions pursuant thereto) entered into by Holdings or any of its Restricted Subsidiaries in the ordinary course of business (or is otherwise reasonable as determined in good faith by the Issuer's Board of Directors) with any officer, employee, consultant or director and reasonable and customary fees paid to, and indemnities provided for the benefit of, current or former officers, directors, employees or consultants of Holdings or any of its Restricted Subsidiaries;

(3) issuances or sales of Equity Interests (other than Disqualified Stock) of Holdings to any direct or indirect parent company of Holdings or to any Permitted Holder or to any director, manager, officer, employee or consultant (or their respective estates, investment funds, investment vehicles, spouses or former spouses) of Holdings, any of its direct or indirect parent companies or any of its Subsidiaries;

(4) any agreement of Holdings or any Affiliate of Holdings as in effect as of the date of this Indenture and disclosed in the Plan Confirmation Order, Plan of Reorganization or Disclosure Statement, or any amendment thereto or any replacement agreement, or any transaction pursuant to or contemplated by any such agreement, amendment or replacement, so long as any such amendment or replacement agreement, taken as a whole, is not materially more disadvantageous to the Holders than the original agreement as in effect on the date of this Indenture;

(5) with respect to the requirements of clause (a)(2) of this Section 4.11 only, transactions with customers, clients, suppliers or purchasers or sellers of goods or services that are Affiliates, in each case in the ordinary course of business and otherwise in compliance with the terms of this Indenture, which are fair to Holdings and its Restricted Subsidiaries, in the reasonable determination of the Board of Directors of the Issuer, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(6) [Reserved];

(7) payments or loans (or cancellation of loans) to employees or consultants of Holdings or any of its Restricted Subsidiaries and employment agreements, stock option plans and other similar arrangements with such employees or consultants which, in each case, are (i) approved by a majority of the Board of Directors of the Issuer in good faith and (ii) otherwise permitted under Section 4.07 hereof;

(8) investments by any of the Sponsors in securities of Holdings or any of its Restricted Subsidiaries (and payment of reasonable out-of-pocket expenses incurred by such investors in connection therewith) so long as (i) the investment is being offered generally to other investors on the same or more favorable terms and (ii) the investment constitutes less than 5% of the proposed or outstanding issue amount of such class of securities;

(9) [Reserved];

(10) Restricted Payments (including Permitted Investments) that are permitted under Section 4.07 hereof;

(11) [Reserved];

(12) transactions, arrangements, fee reimbursements and indemnities specifically and expressly permitted between or among such parties under the Plan of Reorganization or pursuant to the Bankruptcy Proceedings; and

(13) the consummation of the transactions contemplated by the Plan of Reorganization and the Plan Confirmation Order.

SECTION 4.12. Liens.

Holdings will not, and will not permit any of the Subsidiary Guarantors or the Issuer to, directly or indirectly create, Incur, assume or suffer to exist any Lien securing Indebtedness or Attributable Debt (other than Permitted Liens) (i) on the Collateral or (ii) on any other asset or property of the Issuer, Holdings or any Subsidiary Guarantor, or any income or profits therefrom, or assign or convey any right to receive income therefrom, unless, solely with respect to property or assets referred to in this clause (ii), the Notes (or the related Note Guarantee in the case of Liens of Holdings or a Subsidiary Guarantor) are equally and ratably secured with (or, in the event the Lien is related to Subordinated Obligations, are secured on a senior basis to) the obligations so secured for as long as such obligations are so secured.

SECTION 4.13. Company Existence.

Subject to Article V hereof, Holdings shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its company existence, and the corporate, partnership or other existence of each of its Restricted Subsidiaries, in accordance with the respective organizational documents (as the same may be amended from time to time) of Holdings or any such Restricted Subsidiary and (ii) the rights (charter and statutory), licenses and franchises of Holdings and its Restricted Subsidiaries; provided that Holdings shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of its Restricted Subsidiaries (other than Holdings), if Holdings in good faith shall determine that the preservation thereof is no longer desirable in the conduct of the business of Holdings and its Restricted Subsidiaries, taken as a whole.

SECTION 4.14. Offer to Repurchase Upon Change of Control.

(a) Upon the occurrence of a Change of Control, each Holder of Notes shall have the right to require the Issuer to repurchase all or any part of such Holder's Notes, in a minimum principal amount of $200,000, pursuant to the offer described below (the "Change of Control Offer") at a purchase price (the "Change of Control Purchase Price") equal to 101% of the principal amount thereof, plus accrued and unpaid interest and Additional Amounts, if any, to the purchase date (subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date), in denominations of $1,000 or whole multiples of $1,000 in excess thereof, provided that no Notes of less than $200,000 shall be repurchased in part, except that if all of the Notes of such Holder are to be repurchased, the entire outstanding amount of such Notes held by such Holder shall be repurchased.

(b) Within 30 days following any Change of Control, the Issuer shall send, by first-class mail, with a copy to the Trustee, to each Holder of Notes a notice stating:

(1) that a Change of Control has occurred and a Change of Control Offer is being made pursuant to Section 4.14 hereof and that all Notes timely tendered will be accepted for payment;

(2) the Change of Control Purchase Price and the purchase date, which shall be, subject to any contrary requirements of applicable law, a Business Day no earlier than 30

days nor later than 60 days from the date such notice is mailed (the "Change of Control Purchase Date");

(3) the circumstances and relevant facts regarding the Change of Control; and

(4) the procedures that Holders of Notes must follow in order to tender their Notes (or portions thereof) for payment, and the procedures that Holders of Notes must follow in order to withdraw an election to tender Notes (or portions thereof) for payment (which procedures may also be performed at the office of any paying agent required by the applicable rules of any internationally recognized stock exchange on which the Notes are then listed).

(c) The Change of Control Offer will be required to remain open for at least 20 Business Days and until the close of business on the Change of Control Purchase Date. The Issuer will purchase all Notes properly tendered in the Change of Control Offer and not withdrawn in accordance with the procedures set forth in the Change of Control notice.

(d) The Issuer will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 4.14, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 4.14 by virtue of such compliance.

(e) Notwithstanding the foregoing, the Issuer will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to Section 3.07 hereof, unless and until there is a default in payment of the applicable redemption price. Any Notes tendered by a third party will not be required to be cancelled.

(f) Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement has been entered into for the Change of Control at the time of making the Change of Control Offer.

SECTION 4.15. Sale and Leaseback Transactions.

(a) Holdings will not, and will not permit any of its Restricted Subsidiaries to, enter into any Sale and Leaseback Transaction; provided that Holdings or any Restricted Subsidiary may enter into a Sale and Leaseback Transaction if:

(1) Holdings or that Restricted Subsidiary, as applicable, could have (a) Incurred Indebtedness in an amount equal to the Attributable Debt relating to such Sale and Leaseback Transaction under Section 4.09(b)(5) and the amount equal to such Attributable Debt shall be treated as incurred under Section 4.09(b)(5), and (b) Incurred a Lien to secure

Indebtedness in an amount equal to such Attributable Debt pursuant to paragraph (9) of the definition of "Permitted Liens" in Section 1.01 hereof; and

(2) the transfer of assets in that Sale and Leaseback Transaction is permitted by, and Holdings or the Restricted Subsidiary applies the proceeds of such transaction in compliance with, Section 4.10 hereof.

SECTION 4.16. Amendments to Intercreditor Agreements.

(a) At the discretion of the Issuer and without the consent of the Holders of the Notes, at any time of, or prior to, the Incurrence by the Issuer of any Guarantor of any Indebtedness permitted pursuant to Section 4.09(b)(1) hereof (including by way of a Guarantee of Indebtedness of the Issuer), the Issuer, the relevant Guarantors, the Trustee and the Security Agent and the other parties thereto shall enter into the Intercreditor Agreement, in each case as permitted under this Indenture, subject to the Trustee receiving an Officer's Certificate and an Opinion of Counsel.

(b) At the written direction of the Issuer and without the consent of the Holders of the Notes, the Trustee shall from time to time, and subject to receipt of an Officer's Certificate and an Opinion of Counsel, enter into one or more amendments to the Intercreditor Agreement to: (i) cure any ambiguity, omission, defect or inconsistency in the Intercreditor Agreement, (ii) increase the amount of Indebtedness or the types of Indebtedness covered by the Intercreditor Agreement that may be Incurred by the Issuer, Holdings or a Subsidiary Guarantor and secured, in each case, in compliance with this Indenture and that is subject to the Intercreditor Agreement, (iii) add Subsidiary Guarantors to the Intercreditor Agreement or (iv) further secure the Notes [, subject to compliance with all the requirements of Section 76 of the Companies Act, Chapter 50, of Singapore)][6].

The Trustee shall be entitled to rely on such Officer's Certificate and the Opinion of Counsel without any liability.

(c) The Issuer shall not otherwise direct the Trustee to enter into any amendment to the Intercreditor Agreement without the consent of the Holders of the majority in aggregate principal amount of the Notes then outstanding, except as otherwise permitted by Article IX hereof and the Issuer may only direct the Trustee to enter into any amendment to the extent such amendment does not impose any personal obligations on the Trustee or adversely affect the rights, duties, liabilities or immunities of the Trustee under this Indenture or such relevant Intercreditor Agreement.

(d) Each Holder of a Note, by accepting such Note, shall be deemed to have agreed to and accepted the terms and conditions of the Intercreditor Agreement (whether then entered into or entered into in the future pursuant to the provisions described herein). A copy of the Intercreditor Agreement shall be available for inspection during normal business hours on any Business Day upon prior written request at the offices of the Trustee.

[6] To be confirmed with foreign counsel whether applicable.

SECTION 4.17. Payments for Consent.

Holdings will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder of Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to be paid and is paid to all Holders of Notes that are entitled under this Indenture to, and do, consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement; provided that Holdings and its Restricted Subsidiaries shall be permitted, in any offer or payment of consideration for, or as an inducement to, any consent, waiver or amendment of any of the terms or provisions of this Indenture, to exclude holders of Notes in any jurisdiction where (i) the solicitation of such consent, waiver or amendment, including in connection with an exchange offer or an offer to purchase for cash, or (ii) the payment of the consideration therefor would require Holdings or any Restricted Subsidiary to file a registration statement, prospectus or similar document under any applicable securities laws, which the Issuer in its sole discretion determines (acting in good faith) (A) would be materially burdensome (it being understood that it would not be materially burdensome to file the consent document(s) used in other jurisdictions, any substantially similar documents or any summary thereof with the securities or financial services authorities in such jurisdiction) or (B) such solicitation would otherwise not be permitted under applicable law in such jurisdiction.

SECTION 4.18. [Creation and Impairment of Security Interests.

(a) Holdings shall use commercially reasonable efforts, and shall cause UTH and UTL to use commercially reasonable efforts, to (i) procure the release of the existing mortgages and security interests over UTL's land and machinery which formerly secured the indebtedness pursuant to those certain Credit Agreements dated as of October 31, 2007 by and among the Issuer, Finco, and the other borrowers and guarantors party thereto, JPMorgan Chase Bank N.A., as administrative agent, syndication agent, collateral agent and documentation agent, and the lenders party respectively thereto and (ii) to register a Lien over substantially all of the assets of UTL, and to provide a Lien over the shares of UTL, in each case of this clause (ii), following consummation of the releases specified in clause (i) and following receipt of the appropriate licenses under Thailand's Foreign Business Act. Each of UTH and UTL shall use commercially reasonable efforts to obtain the appropriate licenses to create such security interests under Thailand's Foreign Business Act.

(b) Subject to clause (c) of this Section 4.18, Holdings will not, and will not permit any Restricted Subsidiary to, take, or knowingly or negligently omit to take, any action, which action or omission might or would have the result of materially impairing the security interest with respect to the Collateral (it being understood, subject to the proviso below, that the Incurrence of Permitted Liens relating to the Collateral securing the Notes shall under no circumstances be deemed to materially impair the security interest with respect to the Collateral) for the benefit of the Holders of Notes, and Holdings will not, and will not permit any Restricted Subsidiary to, grant to any Person other than the Trustee or the Security Agent, for the benefit of the Holders of Notes, the Trustee, the Security Agent and the other beneficiaries described in the Security Documents or any beneficiaries described in the ABL Security Documents, any interest whatsoever in any of the Collateral, except as permitted hereunder or in the Security Documents;

provided, however, that in each case Holdings or any Restricted Subsidiary may Incur Permitted Liens and the Collateral may be discharged and released in accordance with this Indenture.

(c) At the direction of the Issuer and without the consent of the Holders of Notes, the Security Agent will from time to time and subject to receipt of an Opinion of Counsel, enter into one or more amendments to the Security Documents to: (i) cure any ambiguity, omission, defect or inconsistency therein that does not adversely affect the Holders of the Notes in any material respect, (ii) provide for Permitted Liens, (iii) add to the Collateral, (iv) provide for the discharge and release of the Collateral in accordance with this Indenture or (v) make any other change thereto that does not adversely affect the Holders of the Notes in any material respect; provided, however, that no Security Document may be amended, extended, renewed, restated, supplemented or otherwise modified or replaced, unless contemporaneously with such amendment, extension, renewal, restatement, supplement, modification or replacement, the Issuer delivers to the Trustee an Opinion of Counsel, in form and substance satisfactory to the Trustee confirming that, after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or replacement, the Lien or Liens (other than in respect of Liens on assets that have been added to the Collateral as a result of such amendment, extension, renewal, restatement, supplement, modification or replacement) securing the Notes created under the Security Documents so amended, extended, renewed, restated, supplemented or otherwise modified or replaced are valid and perfected Liens not otherwise subject to any limitation, imperfection or new hardening period, in equity or at law, that such Lien or Liens were not otherwise subject to immediately prior to such amendment, extension, renewal, restatement, supplement, modification or replacement.

The Trustee shall be entitled to rely on such Officer's Certificate and the Opinion of Counsel without any liability.][7]

SECTION 4.19. [Reserved]

SECTION 4.20. Limitation on Lines of Business.

Holdings will not, and will not permit any Restricted Subsidiary to, engage in any material line of business substantially different from a Permitted Business.

SECTION 4.21. Designation of Restricted and Unrestricted Subsidiaries.

(a) The Board of Directors of Holdings may designate any Restricted Subsidiary as an Unrestricted Subsidiary if:

(1) the Subsidiary to be so designated does not own any Capital Stock, Redeemable Stock or Indebtedness of, or own or hold any Lien on any property or assets of, Holdings or any other Restricted Subsidiary;

(2) such designation complies with Section 4.07 hereof; and

[7] NTD: Subject to diligence and review.

(3) such Subsidiary has not at the time of designation, and does not thereafter, create, Incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of Holdings or any Restricted Subsidiary.

(b) For the avoidance of doubt, neither UTC nor UTL shall be permitted to be designated as an Unrestricted Subsidiary.

(c) For purposes of Section 4.07 hereof, "Investment" will include the portion (proportionate to Holdings' equity interest in a Restricted Subsidiary to be designated as an Unrestricted Subsidiary) of the Fair Market Value of the net assets of such Restricted Subsidiary at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary; provided, however, that upon a re-designation of such Subsidiary as a Restricted Subsidiary Holdings shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to (a) Holdings' "Investment" in such Subsidiary at the time of such designation less (b) the portion (proportionate to Holdings' equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time such Subsidiary is so redesignated a Restricted Subsidiary. Unless so designated as an Unrestricted Subsidiary in accordance with the above sentence, any Person that becomes a Subsidiary of Holdings or of any Restricted Subsidiary will be classified as a Restricted Subsidiary.

(d) The Board of Directors of Holdings may designate any Unrestricted Subsidiary as a Restricted Subsidiary if:

(1) no Default or Event of Default shall have occurred and be continuing or would result therefrom;

(2) (i) Holdings could Incur at least $1.00 of additional Indebtedness pursuant to clause (a) of Section 4.09 hereof; or (ii) the Consolidated Interest Expense Coverage Ratio for Holdings and its Restricted Subsidiaries would be greater than such ratio for Holdings and its Restricted Subsidiaries immediately prior to such acquisition or merger, and the Consolidated Leverage Ratio for Holdings and its Restricted Subsidiaries would be less than such ratio for Holdings and its Restricted Subsidiaries immediately prior to such acquisition or merger, in each case on a pro forma basis taking into account such designation; and

(3) such Unrestricted Subsidiary is not a Subsidiary of another Unrestricted Subsidiary (that is not concurrently being designated as a Restricted Subsidiary).

(e) Any such designation or re-designation by the Board of Directors of Holdings will be evidenced to the Trustee by filing with the Trustee a resolution of the Board of Directors of Holdings giving effect to such designation or re-designation and an Officer's Certificate that:

(1) certifies that such designation or re-designation complies with the foregoing provisions; and

(2) gives the effective date of such designation or re-designation; such filing with the Trustee to occur within 30 days after the end of the financial quarter of Holdings in

which such designation or re-designation is made (or, in the case of a designation or re-designation made during the last financial quarter of Holdings' financial year, within 45 days after the end of such financial year).

SECTION 4.22. Future Subsidiary Guarantors and Future Security.

(a) After the Issue Date:

(1) if Holdings forms or otherwise acquires, directly or indirectly, any Restricted Subsidiary, Holdings shall cause such Restricted Subsidiary to Guarantee the Notes under a Note Guarantee on the terms and conditions in this Indenture; provided, however, in the event Holdings or a Restricted Subsidiary forms or otherwise acquires, directly or indirectly, a Restricted Subsidiary organized under the laws of a jurisdiction other than the United States and the jurisdiction prohibits by law, regulation or order the Restricted Subsidiary from providing a Note Guarantee, Holdings shall use all commercially reasonable efforts, including pursuing required waivers, over a period of up to one year, to provide the Note Guarantee. If Holdings or the Restricted Subsidiary is unable during the period to obtain an enforceable Note Guarantee in the jurisdiction, then the Restricted Subsidiary shall not be required to provide a Note Guarantee so long as the Restricted Subsidiary does not Guarantee any other Indebtedness of Holdings or the other Restricted Subsidiaries;

(2) Holdings will cause any Subsidiary that is not a Subsidiary Guarantor and that Guarantees any other Indebtedness of Holdings or the Restricted Subsidiaries, to execute and deliver to the Trustee a supplemental indenture substantially in the form of Exhibit B pursuant to which such Subsidiary will Guarantee payment of the Notes on the same terms and conditions as those set forth in this Indenture; and

(3) with respect to any guarantee of Subordinated Obligation by such Restricted Subsidiary, any such guarantee shall be subordinated to such Restricted Subsidiary's Guarantee with respect to the Notes at least to the same extent as such Subordinated Obligation is subordinated to the Notes.

(b) Upon execution of such supplemental indenture, such Subsidiary will become a Subsidiary Guarantor. Each Guarantee executed and delivered pursuant to clause (a) of Section 4.22 hereof will be referred to as an "Additional Guarantee" and will be limited to an amount not to exceed the maximum amount that can be Guaranteed by that Subsidiary without rendering such Additional Guarantee, as it relates to such Subsidiary, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights or creditors generally, or otherwise to reflect limitations under applicable law.

(c) Notwithstanding the foregoing, Holdings shall not be obligated to cause such Subsidiary to grant security interests to the extent that such grant of security interests would be impracticable, impossible or ineffective or would give rise to or result in any violation of applicable law or any personal liability for the officers, directors or shareholders of such Subsidiary that cannot be avoided through reasonable action by the parties.

(d) Each Additional Guarantee will (i) be a general unsubordinated obligation of such Subsidiary, (ii) be secured by all the security granted by such Subsidiary Guarantor to

secure its obligations in respect of other Indebtedness of the Subsidiary Guarantor, (iii) rank pari passu with all existing and future Indebtedness of such Subsidiary that is not subordinated to such Additional Guarantee, (iv) be senior in right of payment to all future obligations of such Subsidiary expressly subordinated in right of payment to such Additional Guarantee, and (v) be effectively subordinated to any existing or future Indebtedness of such Subsidiary Guarantor that is secured with property and assets that do not secure the Note Guarantee, to the extent of the value of the assets serving as security therefor.

(e) Notwithstanding the foregoing and the other provisions of this Indenture, any Additional Guarantee by a Subsidiary of Holdings of the Notes shall provide by its terms that it shall be automatically and unconditionally released and discharged in the circumstances described under Section 10.06 hereof. Any Additional Guarantee shall be considered a "Note Guarantee" as described in Article X hereof and, in particular, shall be subject to the terms of the Intercreditor Agreement (if any) and the Security Documents, as applicable. Any security granted shall be released in the circumstances described under Article XII hereof.

(f) [Reserved][8].

SECTION 4.23. [Reserved]

SECTION 4.24. List of Affiliates.

No later than three (3) Business Days after the Issue Date, the Issuer shall provide to the Trustee a list of holders of Notes (and any beneficial owners thereof) as of the Issue Date that constitute Affiliates of the Issuer.

SECTION 4.25. Equity Ownership of the Issuer and UMS.

Holdings shall continue to own, directly or indirectly, 100% of the Equity Interests of the Issuer and UMS, at all times.

ARTICLE V

SUCCESSORS

SECTION 5.01. Merger, Consolidation or Sale of All or Substantially All Assets.

(a) (a) Neither the Issuer nor Holdings may merge, consolidate or amalgamate with or into any other Person (other than a merger of a Restricted Subsidiary into the Issuer) or sell, transfer, assign, lease, convey or otherwise dispose of all or substantially all its property and assets in any one transaction or series of transactions unless:

[8] NTD: To be confirmed that there are no whitewash issues or shareholder approvals needing to be addressed.

(1) the Issuer or Holdings, as applicable, shall be the surviving Person (the "Surviving Person") or the Surviving Person (if other than the Issuer or Holdings, as applicable) formed by such merger, consolidation or amalgamation or to which such sale, transfer, assignment, lease, conveyance or disposition is made shall be a corporation organized and existing under the laws of the Cayman Islands, Singapore, the United States, any state of the United States or the District of Columbia;

(2) the Surviving Person (if other than the Issuer or Holdings, as applicable) expressly assumes, by supplemental indenture in form satisfactory to the Trustee, executed and delivered to the Trustee by such Surviving Person, the due and punctual payment of the principal of, and premium, if any, and interest on, all the Notes, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this Indenture to be performed by the Issuer or Holdings, as applicable;

(3) immediately before and after giving effect to such transaction or series of transactions on a pro forma basis (and treating, for purposes of this clause (3) and clauses (4) and (5) below, any Indebtedness that becomes, or is anticipated to become, an obligation of the Surviving Person or any Restricted Subsidiary as a result of such transaction or series of transactions as having been Incurred by the Surviving Person or such Restricted Subsidiary at the time of such transaction or series of transactions), no Default or Event of Default shall have occurred and be continuing;

(4) immediately after giving effect to such transaction or series of transactions on a pro forma basis, either (x) the Issuer or Holdings, as applicable, or the Surviving Person, as the case may be, would be able to Incur at least $1.00 of additional Indebtedness under clause (a) of Section 4.09 hereof, or (y) the Consolidated Interest Expense Coverage Ratio of Holdings or the Surviving Person, as the case may be, is not less than that of the Issuer immediately prior to such transaction;

(5) the Issuer or Holdings, as applicable, shall deliver, or cause to be delivered, to the Trustee, in form and substance satisfactory to the Trustee, an Officer's Certificate and an Opinion of Counsel, each stating that such transaction, and the supplemental indenture, if any, in respect thereto comply with this Section 5.01 and that all conditions precedent herein provided for relating to such transaction have been satisfied; and

(6) each Subsidiary Guarantor (unless it is the other party to the transactions above, in which case clause (a)(1) of this Section 5.01 will apply), shall have by supplemental indenture confirmed that its Note Guarantee shall apply to such Person's obligations in respect of this Indenture and the Notes.

(b) The Surviving Person shall succeed to, and be substituted for, and may exercise every right and power of the Issuer or Holdings, as applicable, under this Indenture, but the predecessor company in the case of:

(1) a sale, transfer, assignment, conveyance or other disposition (unless such sale, transfer, assignment, conveyance or other disposition is of all the assets of the Issuer as an entirety or virtually as an entirety), or

(2) a lease,

shall not be released from any of the obligations or covenants under this Indenture, including with respect to the payment of the Notes.

(c) No Subsidiary Guarantor will consolidate with, merge with or into another Person, permit any Person to merge with or into it, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its and its Restricted Subsidiaries' property or assets (computed on a consolidated basis) (as an entirety or substantially an entirety in one transaction or a series of related transactions) to another Person (other than the Issuer or another Guarantor), unless:

(1) such Guarantor shall be the continuing Person, or the Person (if other than it) formed by such consolidation or merger or that acquired or leased such property shall be the Issuer, another Guarantor or shall become a Guarantor concurrently with the transaction;

(2) immediately after giving effect to such transaction, no Default shall have occurred and be continuing;

(3) immediately after giving effect to such transaction on a pro forma basis, the conditions set forth in (x) or (y) of clause (a)(4) of this Section 5.01 shall have been met; and

(4) Holdings shall deliver, or cause to be delivered, to the Trustee, in form and substance satisfactory to the Trustee, an Officer's Certificate and an Opinion of Counsel, each stating that such transaction, and the supplemental indenture, if any, in respect thereto comply with this covenant and that all conditions precedent herein provided for relating to such transaction have been satisfied; provided that this paragraph shall not apply to any sale or other disposition that complies with Section 4.10 hereof or any Guarantor whose Note Guarantee is unconditionally released in accordance with Section 10.06 hereof.

SECTION 5.02. Successor Corporation Substituted.

Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Issuer, Holdings or a Subsidiary Guarantor in accordance with Section 5.01 hereof, the successor corporation formed by such consolidation or into or with which the Issuer, Holdings or such Subsidiary Guarantor, as applicable, is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Indenture referring to the Issuer, Holdings or such Subsidiary Guarantor, as applicable, shall refer instead to the successor corporation and not to the Issuer, Holdings or such Subsidiary Guarantor, as applicable), and may exercise every right and power of the Issuer, Holdings or such Subsidiary Guarantor, as applicable, under this Indenture with the same effect as if such successor Person had been named as the Issuer, Holdings or a Subsidiary Guarantor, as applicable, herein; provided that the predecessor Issuer shall not be relieved from the obligation to pay the principal of and interest on the Notes except in the case of a sale, assignment, transfer, conveyance or other disposition of all of the Issuer's assets that meets the requirements of Section 5.01 hereof.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default.

Each of the following is an "Event of Default" with respect to the Notes:

(1) default for 30 days in the payment when due of interest, or any Additional Amounts, on any Notes;

(2) default in payment when due at maturity, redemption or otherwise, including the failure to make a payment to purchase Notes when required pursuant to this Indenture, including Notes tendered pursuant to a Change of Control Offer or an Asset Sale Offer, of the principal of or premium, if any, on such Notes;

(3) failure by the Issuer, Holdings or any Subsidiary Guarantor to comply with its obligations under Section 5.01 and Section 4.19 hereof;

(4) failure by Holdings or any of its Subsidiaries for 30 days after the Issuer receives notice from the Trustee or from Holders of at least 25% in outstanding aggregate principal amount of any Notes to comply with any of the covenants under Article IV of this Indenture (except for Sections 4.02, 4.04, 4.05, 4.06 and 4.13 hereof) (in each case, other than a failure to purchase Notes, which will constitute an Event of Default under clause (2) above and other than a failure to comply with the obligations under Section 5.01 hereof, which is covered by clause (3));

(5) failure by Holdings or any of its Subsidiaries to comply for 60 days after the Issuer receives notice from the Trustee or from Holders of at least 25% in outstanding aggregate principal amount of the Notes to comply with any of the other covenants or agreements in this Indenture or the Notes;

(6) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by Holdings or any of its Restricted Subsidiaries (or the payment of which is guaranteed by Holdings or any of its Restricted Subsidiaries) other than Indebtedness owed to Holdings or a Restricted Subsidiary whether such Indebtedness or guarantee now exists, or is created after the date of this Indenture, if that default:

(i) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness at its Stated Maturity (after giving effect to applicable grace periods provided in such Indebtedness) (a "Payment Default"); or

(ii) results in the acceleration of such Indebtedness prior to its Stated Maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates at any time $20.0 million;

(7) failure by the Issuer, Holdings or any of its Significant Subsidiaries or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary to pay final judgments aggregating in excess of $20.0 million, which judgments are not paid, discharged or stayed for a period of 60 days after such judgment becomes final, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(8) except as permitted by this Indenture, any Note Guarantee of Holdings or any Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary relating to such Notes shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or Holdings or any such Subsidiary Guarantor, or any Person authorized by and acting on behalf of Holdings or any such Subsidiary Guarantor, shall deny or disaffirm its obligations under its Note Guarantee;

(9) the security interest purported to be created under any Security Document in favor of the Trustee and the Holders of the Notes, at any time ceases to be in full force and effect and to constitute a valid and perfected Lien with the priority required by the applicable Security Document and/or any Intercreditor Agreement for any reason other than the satisfaction in full of all obligations under this Indenture and discharge of this Indenture or in accordance with the terms of this Indenture and any Intercreditor Agreement, or any security interest purported to be created under any Security Document is declared invalid or unenforceable, or any Person granting any such security interest asserts in any pleading in any court of competent jurisdiction that any such security interest is invalid or unenforceable and (but only in the event that such failure to be in full force and effect or such assertion is capable of being cured without imposing any new hardening period, in equity or at law, that such security interest was not otherwise subject immediately prior to such failure or assertion) such failure to be in full force and effect or such assertion has continued uncured for a period of 10 days;

(10) the Issuer, Holdings or any of its Restricted Subsidiaries that is a Significant Subsidiary (or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary), pursuant to or within the meaning of any Bankruptcy Law:

(i) commences proceedings to be adjudicated bankrupt or insolvent;

(ii) consents to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under applicable Bankruptcy law;

(iii) consents to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of it or for all or substantially all of its property;

(iv) makes a general assignment for the benefit of its creditors; or

(v) generally is not paying its debts as they become due;

(11) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Issuer, Holdings or any of its Restricted Subsidiaries that is a Significant Subsidiary (or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary), in a proceeding in which the Issuer, Holdings or any of its Restricted Subsidiaries that is a Significant Subsidiary (or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary), is to be adjudicated bankrupt or insolvent;

(ii) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer, Holdings or any of its Restricted Subsidiaries that is a Significant Subsidiary (or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary), or for all or substantially all of the property of the Issuer, Holdings or any of its Restricted Subsidiaries that is a Significant Subsidiary (or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary); or

(iii) orders the liquidation of the Issuer, Holdings or any of its Restricted Subsidiaries that is a Significant Subsidiary (or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary); and the order or decree remains unstayed and in effect for 60 consecutive days; and

(12) failure by any Restricted Subsidiary (x) that is a guarantor or that becomes a guarantor of obligations in respect of loans under an ABL Facility to execute and deliver to the Trustee, upon or promptly after it has become such a guarantor, a Note Guarantee pursuant to which such Restricted Subsidiary unconditionally Guarantees, on a joint and several basis, the full and prompt payment of the principal of, premium, if any, and interest on the Notes on a senior basis or (y) to grant liens with scope and priority as contemplated by this Indenture and the Security Documents in favor of the Trustee and the Holders of the Notes upon or promptly after it has granted a security interest over such assets or undertakings to secure obligations under loans of any ABL Facility, in each case, as required under Section 4.22.

SECTION 6.02. Acceleration.

(a) In the case of an Event of Default specified in clause (10) or (11) of Section 6.01 hereof, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee, or the Holders of at least 25% in outstanding aggregate principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. Under certain circumstances, the Holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

(b) If the Notes are accelerated or otherwise become due prior to their Stated Maturity, in each case, as a result of an Event of Default, the amount of principal of, accrued and unpaid interest and premium on the Notes that becomes due and payable shall equal the redemption price applicable with respect to an optional redemption of the Notes plus accrued and unpaid interest thereon, in effect on the date of such acceleration as if such acceleration were an optional redemption of the Notes accelerated.

Without limiting the generality of the foregoing, it is understood and agreed that if the Notes are accelerated or otherwise become due prior to their Stated Maturity, in each case, in respect of any Event of Default (including, but not limited to, upon the occurrence of a voluntary or involuntary bankruptcy or insolvency event (including the acceleration of claims by operation of law) or pursuant to a plan of reorganization), the premium applicable with respect to an optional redemption of the Notes will also be due and payable as though the Notes were optionally redeemed and shall constitute part of the Obligations under the Notes hereunder, in view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of each Holder's lost profits as a result thereof. Any premium payable above shall be presumed to be the liquidated damages sustained by each Holder as the result of the early redemption and the Issuer agrees that it is reasonable under the circumstances currently existing. The premium shall also be payable in the event the Notes (and/or this Indenture) are satisfied or released by foreclosure (whether by power of judicial proceeding), deed in lieu of foreclosure or by any other means. EACH OF THE ISSUER, HOLDINGS AND THE SUBSIDIARY GUARANTORS EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION. Each of the Issuer, Holdings and the Subsidiary Guarantors expressly agrees (to the fullest extent it may lawfully do so) that: (A) the premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between Holders and each of the Issuer, Holdings and the Subsidiary Guarantors giving specific consideration in this transaction for such agreement to pay the premium; and (D) each of the Issuer, Holdings and the Subsidiary Guarantors shall be estopped hereafter from claiming differently than as agreed to in this paragraph. Each of the Issuer, Holdings and the Subsidiary Guarantors expressly acknowledges that its agreement to pay the premium to Holders as herein described is a material inducement to Holders to purchase or otherwise hold the Notes.

SECTION 6.03. Other Remedies.

If an Event of Default occurs and is continuing, the Trustee may (but shall not be obligated to) pursue any available remedy to collect the payment of principal, premium, if any, and interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

SECTION 6.04. Waiver of Past Defaults.

The Holders of a majority in aggregate principal amount of the Notes then outstanding by written notice to the Trustee may on behalf of the Holders of all of the Notes

waive any existing Default or Event of Default and its consequences under this Indenture except a continuing Default or Event of Default in the payment of interest or premium on, or the principal of, Notes. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

In the event of any Event of Default specified in clause (4) of Section 6.01 hereof, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of acceleration of the Notes) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders, if within 20 days after such Event of Default arose:

(1) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged; or

(2) Holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(3) the default that is the basis for such Event of Default has been cured.

SECTION 6.05. Control by Majority.

Holders of a majority in principal amount of the then total outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee with respect to the Notes. The Trustee, however, may refuse to follow any direction that conflicts with law or this Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder of a Note or that would involve the Trustee in personal liability in following such direction if it does not receive indemnity and/or security satisfactory to it.

SECTION 6.06. Limitation on Suits.

Subject to the provisions of this Indenture relating to the duties of the Trustee, in case an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of any Holders of Notes unless such Holders have offered to the Trustee indemnity or security to its satisfaction against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, with respect to the Notes, no Holder of a Note may pursue any remedy with respect to this Indenture or any Notes unless:

(1) such Holder has previously given the Trustee notice that an Event of Default is continuing;

(2) the registered Holders of at least 25% in aggregate principal amount of the outstanding Notes have requested the Trustee to pursue the remedy;

(3) such Holders have offered security or indemnity satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee has not complied with such request within 30 days after the receipt thereof and the offer of security or indemnity; and

(5) Holders of a majority in aggregate principal amount of the outstanding Notes have not given the Trustee a direction inconsistent with such request within such 30-day period.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

SECTION 6.07. Rights of Holders of Notes to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal of, premium, if any, and interest on the Note, on or after the respective due dates expressed in the Note (including in connection with an Asset Sale Offer or a Change of Control Offer), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 6.08. Collection Suit by Trustee.

If an Event of Default specified in clauses (1) or (2) of Section 6.01 hereof occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Issuer for the whole amount of principal of, premium, if any, and interest remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and any other amounts due to the Trustee hereunder.

SECTION 6.09. Restoration of Rights and Remedies.

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceedings, the Issuer, the Trustee and the Holders of Notes shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders of Notes shall continue as though no such proceeding has been instituted.

SECTION 6.10. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes in Section 2.07 hereof, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter

existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 6.11. Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

SECTION 6.12. Trustee May File Proofs of Claim.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Issuer (or any other obligor upon the Notes including Holdings and the Subsidiary Guarantors), its creditors or its property and shall be entitled and empowered to participate as a member in any official committee of creditors appointed in such matter and to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.09 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due to the Trustee under Section 7.09 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 6.13. Priorities.

If the Trustee or any Agent collects any money pursuant to this Article VI, it shall pay out the money in the following order:

(1) to the Trustee, such Agent, their agents and attorneys for amounts due under Section 7.09 hereof, including payment of all compensation, expenses and liabilities

incurred, and all advances made, by the Trustee or such Agent and the costs and expenses of collection;

(2) to Holders of Notes for amounts due and unpaid on the Notes for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium, if any, and interest, respectively; and

(3) to the Issuer or to such party as a court of competent jurisdiction shall direct including Holdings or a Subsidiary Guarantor, if applicable.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.13.

SECTION 6.14. Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.14 does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07 hereof, or a suit by Holders of more than 10% in principal amount of the then outstanding Notes.

ARTICLE VII

TRUSTEE

SECTION 7.01. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing and the Trustee has received written notice thereof pursuant to Section 7.05 hereof, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(1) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the TIA and the Trustee need perform only those duties that are specifically set forth in this Indenture and the TIA and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon documents furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such documents which by any provision hereof are specifically

required to be furnished to the Trustee, the Trustee shall examine the documents to determine whether or not they conform to the requirements of this Indenture (but need not confirm, verify or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liabilities for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that:

(1) this paragraph does not limit the effect of paragraph (b) of this Section 7.01;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved in a court of competent jurisdiction that the Trustee was negligent in ascertaining the pertinent facts; and

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.02, 6.04 or 6.05 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to clauses (a), (b) and (c) of this Section 7.01.

(e) No provisions of the Indenture will require the Trustee to expend or risk its own funds or incur any liability. The Trustee shall be under no obligation to exercise any of its rights or powers under this Indenture at the request or direction of any of the Holders of the Notes unless the Holders have offered to the Trustee indemnity or security to its satisfaction against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

SECTION 7.02. Rights of Trustee.

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of Holdings and its Restricted Subsidiaries, personally or by agent or attorney at the sole cost of the Issuer and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate of the Issuer or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officer's Certificate or Opinion of Counsel. The Trustee may consult, at the expense of the Issuer, with counsel of its selection

and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent or attorney appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer shall be sufficient if signed by an Officer of the Issuer.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture (including, without limitation, directing any Security Agent to enforce any of the Security Documents) at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee, in its sole discretion, against the costs, expenses, losses or liabilities which might be incurred by it in compliance with such request or direction. The Trustee shall not be required or obliged to do anything, in its reasonable opinion, illegal or contrary to applicable law or regulation.

(g) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture.

(h) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee is actually aware or has been advised of the likelihood of such loss or damage and regardless of the form of action.

(i) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder (including in its capacity as Security Agent under an Intercreditor Agreement), and each agent, custodian and other Person employed to act hereunder.

(j) Whenever in this Indenture, or by law, the Trustee shall have discretion or permissive power it may decline to exercise the same in the absence of approval by the Holders.

(k) The Trustee may consult with counsel of its selection, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(l) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture.

(m) None of the Trustee or the Agents shall be liable to any Holder or any other person for any action taken by the Holders, the Trustee or the Agents in accordance with the instructions of the Holders. Each of the Trustee and the Agents shall be entitled to rely on any written direction of the Holders which has been duly given in accordance with this Indenture. None of the Trustee or the Agents shall be deemed to have knowledge of any event unless it has been notified of such event.

SECTION 7.03. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Holdings or any Affiliate of Holdings with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest as defined by the TIA it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee or resign as provided in the TIA. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.12 hereof.

SECTION 7.04. Trustee's Disclaimer.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes or any document entered into in connection therewith, it shall not be accountable for the Issuer's use of the proceeds from the Notes or any money paid to the Issuer or upon the Issuer's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for, and shall assume the accuracy and correctness of, any statement or recital herein (including any warranties or representations of any party) or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

Neither the Trustee, the Security Agent nor any of its officers, directors, employees, attorneys or agents will be responsible or liable for the existence, genuineness, value or protection of any Collateral securing the Notes, for the legality, enforceability, effectiveness or sufficiency of the Security Documents, for the creation, perfection, priority, sufficiency or protection of any of the Liens, or for any defect or deficiency as to any such matters, or for any failure to demand, collect, foreclose or realize upon or otherwise enforce any of the Liens or Security Documents or any delay in doing so.

SECTION 7.05. Notice of Defaults.

If a Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to Holders of Notes a notice of the Default within 90 days after it occurs. Except in the case of a Default relating to the payment of principal, premium, if any, or interest on any Note, the Trustee may withhold from the Holders notice of any continuing Default if and so long as a

committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes. The Trustee shall not be deemed to know of any Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is such a Default is received by the Trustee in accordance with Section 13.04 hereof at the Corporate Trust Office of the Trustee and such notice references the Notes and this Indenture.

SECTION 7.06. Reports by Trustee to Holders of the Notes.

Within 60 days after each January 15 beginning with January 15, 2018, and for so long as Notes remain outstanding, the Trustee shall transmit to the Holders a brief report dated as of such reporting date that complies with TIA § 313(a) (but if no event described in TIA § 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with TIA § 313(b). The Trustee shall also transmit by mail all reports as required by TIA § 313(c).

A copy of each report at the time of its mailing to the Holders shall be mailed to the Issuer and filed with the SEC and each stock exchange, if any, on which the Issuer has informed the Trustee in writing the Notes are listed in accordance with TIA § 313(d). The Issuer shall promptly notify the Trustee in writing when the Notes are listed on any stock exchange and of any delisting thereof.

SECTION 7.07. Preferential Collection of Claims Against the Issuer.

The Trustee is subject to TIA § 311(a), excluding any creditor relationship listed in TIA § 311(b). A Trustee who has resigned or been removed shall be subject to TIA § 311(a) to the extent indicated therein.

SECTION 7.08. Notification of Listing.

The Issuer agrees to notify the Trustee promptly whenever any Notes become listed on any stock exchange and of any delisting thereof.

SECTION 7.09. Compensation and Indemnity.

The Issuer shall pay to the Trustee from time to time such compensation for its acceptance of this Indenture and services hereunder as the parties shall agree in writing from time to time. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee promptly upon request for all properly incurred disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

The Issuer, Holdings and the Subsidiary Guarantors [(in the case of USG, subject at all times to the last paragraphs of Section 10.01 and 10.02)], jointly and severally, shall indemnify the Trustee and its officers, directors, employees, agents and any predecessor trustee and its officers, directors, employees and agents for, and hold such persons harmless against, any and all loss, damage, claims, liability or expense (including attorneys' and experts' fees) incurred

by any of them in connection with the acceptance or administration of this trust and the performance of any of their duties under any Finance Document (including the costs and expenses of enforcing this Indenture against the Issuer, Holdings or any of the Subsidiary Guarantors (including this Section 7.09) or defending themselves against any claim whether asserted by any Holder, the Issuer, Holdings or any Subsidiary Guarantor, or liability in connection with the acceptance, exercise or performance of any of their powers or duties hereunder). The Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer shall not relieve the Issuer of its obligations hereunder. The Issuer shall defend the claim and the Trustee may have separate counsel and the Issuer shall pay the fees and expenses of such counsel. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own willful misconduct, gross negligence or bad faith.

The obligations of the Issuer under this Section 7.09 shall survive the satisfaction and discharge of this Indenture or the earlier resignation or removal of the Trustee.

To secure the payment obligations of the Issuer, Holdings and the Subsidiary Guarantors [(in the case of USG, subject at all times to the last paragraphs of Section 10.01 and 10.02)] in this Section 7.09, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien shall survive the satisfaction and discharge of this Indenture.

When the Trustee incurs expenses or renders services after an Event of Default specified in clauses (10) or (11) of Section 6.01 hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

The Trustee shall comply with the provisions of TIA § 313(b)(2) to the extent applicable.

SECTION 7.10. Replacement of Trustee.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.10 and its accession to any Intercreditor Agreement in accordance with their terms. The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Issuer without assigning any reason and without being responsible for any costs, charges and expenses occasioned by such retirement. The Holders of a majority in principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Issuer in writing. The Issuer may remove the Trustee if:

(1) the Trustee fails to comply with Section 7.12 hereof;

(2) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(3) a custodian or public officer takes charge of the Trustee or its property; or

(4) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Issuer shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Issuer.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee (at the Issuer's expense), the Issuer or the Holders of at least 10% in principal amount of the then outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.12 hereof, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee; provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.09 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 7.10, the Issuer's obligations under Section 7.09 hereof shall continue for the benefit of the retiring Trustee.

SECTION 7.11. Successor Trustee by Merger, etc.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor Trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Notes or in this Indenture provided that the certificate of the Trustee shall have.

SECTION 7.12. Eligibility; Disqualification.

There shall at all times be a Trustee hereunder that is a corporation, duly organized and in good standing under the laws of the jurisdiction of its incorporation that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or

examination by national or local authorities and that has, together with its parent, if any, a combined capital and surplus of at least $50.0 million or the equivalent thereof in a foreign currency as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of TIA §§ 310(a)(l), (2) and (5).

ARTICLE VIII

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

SECTION 8.01. Option to Effect Legal Defeasance or Covenant Defeasance.

The Issuer may, at its option and at any time, elect to have either Section 8.02 or 8.03 hereof applied to outstanding Notes upon compliance with the conditions set forth below in this Article 8.

SECTION 8.02. Legal Defeasance and Discharge.

Upon the Issuer's exercise under Section 8.01 hereof of the option applicable to this Section 8.02, the Issuer, Holdings and the Subsidiary Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be deemed to have been discharged from their obligations with respect to all outstanding Notes and Note Guarantees, and all then existing Events of Default shall be deemed to have been cured, on the date the conditions set forth below are satisfied ("Legal Defeasance") with respect to the Notes. For this purpose, Legal Defeasance means that the Issuer shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 hereof and the other Sections of this Indenture referred to in Section 8.03 hereof, and to have satisfied all other obligations of the Issuer, Holdings and the Subsidiary Guarantors under such Notes and this Indenture insofar as the Notes are concerned (and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder:

(1) the rights of Holders of outstanding Notes to receive payments in respect of the principal of, or interest or premium, if any, on the Notes when such payments are due from the trust created pursuant to this Indenture referred to in Section 8.04 hereof;

(2) the Issuer's obligations with respect to the Notes concerning issuing temporary Notes, registration of transfer or exchange of Notes, to replace mutilated, destroyed, lost or stolen Notes and the maintenance of a registrar and paying agent;

(3) the rights, powers, trusts, duties and immunities of the Trustee, and the Issuer's, Holdings' and the Subsidiary Guarantor's obligations in connection therewith; and

(4) this Section 8.02.

Subject to compliance with this Article VIII, the Issuer may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 hereof.

SECTION 8.03. Covenant Defeasance.

Upon the Issuer's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, the Issuer, Holdings and the Subsidiary Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be released from their obligations under the covenants contained in Section 4.03, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.21 and 4.22 hereof, clauses (6)(i), (6)(ii), (7), (8), (9) and (10) of Section 6.01 hereof, and the limitations contained in clauses (a)(4) and (a)(5) under Section 5.01 hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.04 hereof are satisfied ("Covenant Defeasance") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the Notes, and the Notes shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes, the Issuer may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby.

SECTION 8.04. Conditions to Legal or Covenant Defeasance.

The following shall be the conditions to the application of either Section 8.02 or 8.03 hereof to the outstanding Notes:

(1) the Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the applicable Notes, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, and interest and premium on, the outstanding Notes on the Stated Maturity or on the applicable redemption date, as the case may be, and the Issuer must specify whether such Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to such Trustee confirming that (a) the Issuer has received from, or there has been published by, the United States Internal Revenue Service a ruling or (b) since the date of this Indenture, there has been a change in the applicable U.S. federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, subject to customary assumptions and exclusions, the Holders of the

applicable outstanding Notes will not recognize income, gain or loss for U.S. federal income tax purposes, as applicable, as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to such Trustee confirming, subject to customary assumptions and exclusions, that the Holders of the applicable outstanding Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default with respect to the Notes shall have occurred and be continuing on the date of such deposit under this Indenture (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowings);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than this Indenture) to which the Issuer, Holdings or any of its Significant Subsidiaries is a party or by which the Issuer, Holdings or any of its Significant Subsidiaries is bound (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowings);

(6) the Issuer must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by the Issuer with the intent of preferring the Holders of Notes being defeased over the other creditors of the Issuer with the intent of defeating, hindering, delaying or defrauding creditors of the Issuer or others; and

(7) the Issuer must deliver to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

SECTION 8.05. Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 8.06 hereof, all money and Government Securities (including the proceeds thereof) deposited with the Trustee pursuant to Section 8.04 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer, Holdings or a Subsidiary Guarantor acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium and interest, but such money need not be segregated from other funds except to the extent required by law.

The Issuer shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or Government Securities deposited pursuant to

Section 8.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Anything in this Article VIII to the contrary notwithstanding, the Trustee shall deliver or pay to the Issuer from time to time upon the request of the Issuer any money or Government Securities held by it as provided in Section 8.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under clause (1) of Section 8.04 hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

SECTION 8.06. Repayment to Issuer.

Subject to any applicable abandoned property law, any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of, premium, if any, or interest on any Note and remaining unclaimed for two years after such principal, and premium, if any, or interest has become due and payable shall be paid to the Issuer on its request or (if then held by the Issuer) shall be discharged from such trust; and the Holder of such Note shall thereafter look only to the Issuer for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, shall thereupon cease.

SECTION 8.07. Reinstatement.

If the Trustee or Paying Agent is unable to apply any United States dollars or Government Securities in accordance with Section 8.02 or 8.03 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03 hereof, as the case may be; provided that, if the Issuer makes any payment of principal of, premium, if any, or interest on any Note following the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE IX

AMENDMENT, SUPPLEMENT AND WAIVER

SECTION 9.01. Without Consent of Holders of Notes.

Notwithstanding Section 9.02 hereof, without the consent of any Holder of Notes, the Issuer, Holdings, the Subsidiary Guarantors and the Trustee may amend or supplement this Indenture, the Notes, the applicable Note Guarantees or the Security Documents:

(1) to cure any ambiguity, defect, omission or inconsistency;

(2) to provide for uncertificated Notes in addition to or in place of Certificated Notes;

(3) to provide for the assumption of the Issuer's obligations to Holders of the Notes in the case of a merger or consolidation or sale of all or substantially all of the Issuer's assets;

(4) to make any change that would provide any additional rights or benefits to the Holders of Notes or that would not adversely affect the rights under this Indenture of any Holder;

(5) to (a) add a Subsidiary Guarantor or (b) release any Subsidiary Guarantor from any of its obligations under its Note Guarantee or this Indenture (in each case, to the extent permitted by this Indenture);

(6) to evidence and provide for the acceptance and appointment under this Indenture of a successor Trustee hereunder pursuant to the requirements hereof;

(7) to convey, transfer, assign, mortgage or pledge to the Trustee as security for Notes any property or assets;

(8) to add covenants for the benefit of the Holders or to surrender any right or power conferred upon the Issuer, Holdings or any Subsidiary Guarantor;

(9) to comply with any requirement of the SEC in order to effect or maintain the qualification of the Indenture under the TIA; or

(10) make any amendment to the provisions of the Indenture relating to the transfer and legending of Notes as permitted by the Indenture, including to facilitate the issuance and administration of Notes; *provided, however*, that (i) compliance with the Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any other applicable securities law and (ii) such amendment does not adversely affect the rights of Holders to transfer Notes in any material respect.

Upon the request of the Issuer accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental indenture, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee shall join with the Issuer, Holdings and the Subsidiary Guarantors ((where applicable) in the case of USG) in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall have the right, but not be obligated to, enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

SECTION 9.02. With Consent of Holders of Notes.

Except as provided in Section 4.16, Section 4.18, Section 9.01, this Section 9.02 and Section 12.06 hereof, this Indenture, the Note Guarantees, the Security Documents, the

Intercreditor Agreement (if any) and the Notes may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and any existing default or compliance with any provision of this Indenture and the Notes may be waived with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes).

It shall not be necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof. A consent to any amendment or waiver under the Indenture by any Holder of Notes given in connection with a tender of such Holder's Notes will not be rendered invalid by such tender.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Issuer shall mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Issuer to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental indenture or waiver.

Without the consent of each affected Holder of Notes, an amendment or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

(1) reduce the principal amount of such Notes whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any Note or alter the provisions with respect to the redemption of the Notes (other than provisions relating to Section 4.10 and Section 4.14 hereof);

(3) reduce the rate of or change the time for payment of interest on any Note (including default interest);

(4) amend or modify any of the provisions of this Indenture affecting the ranking of the Notes or any Note Guarantee in any manner that would adversely affect the Holders;

(5) waive a Default or Event of Default in the payment of principal of, or interest or premium on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes and a waiver of the Payment Default that resulted from such acceleration or in respect of a covenant or provision contained in this Indenture or any Note Guarantee which cannot be amended or modified without the consent of all Holders);

(6) make any Note payable in money other than that stated therein;

(7) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders of Notes to institute suit for the enforcement of any payments of principal of, or interest or premium on any such Holder's Notes on or after the due dates therefor;

(8) waive a redemption payment with respect to any Note (other than a payment required by Section 4.10 and Section 4.14 hereof);

(9) release the Note Guarantee of any Significant Subsidiary (or any group of Restricted Subsidiaries that together would constitute a Significant Subsidiary) from any of its obligations under such Note Guarantee or this Indenture, except in accordance with the terms of this Indenture;

(10) release the Note Guarantee of Holdings from any of its obligations under its Note Guarantee or this Indenture;

(11) release all or substantially all of the Collateral from the Liens of the Security Documents, except as permitted by this Indenture, the Security Documents or any Intercreditor Agreement (including pursuant to Section 12.04 hereof);

(12) amend, change or modify any provision of any Security Document, any Intercreditor Agreement or any provision of this Indenture relating to Collateral, in a manner that adversely affects the Holders in any material respect, except in accordance with the other provisions of this Indenture, such Intercreditor Agreement or such Security Document; or

(13) make any change in the amendment and waiver provisions of Section 9.01 or this Section 9.02.

In addition, the consent of the Two-Thirds Majority Holders shall be required to release (i) the Note Guarantee of any Subsidiary Guarantor from any of its obligations under such Note Guarantee or this Indenture or (ii) release any Collateral from the Liens securing the Notes for the benefit of the Holders of the Notes, in each case other than any such release in accordance with this Indenture and the Security Documents.

SECTION 9.03. Revocation and Effect of Consents.

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder of the Notes.

The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to consent to any amendment, supplement, or waiver. If a record date is fixed, then, notwithstanding the preceding paragraph, those Persons who were

Holders at such record date (or their duly designated proxies), and only such Persons, shall be entitled to consent to such amendment, supplement, or waiver or to revoke any consent previously given, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date unless the consent of the requisite number of Holders has been obtained.

SECTION 9.04. Notation on or Exchange of Notes.

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Issuer in exchange for all affected Notes may issue and the Trustee shall, upon receipt of an Issuer Order, authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

SECTION 9.05. Trustee to Sign Amendments, etc.

The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article IX if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. The Issuer may not sign an amendment, supplement or waiver until the Board of Directors of the Issuer approves it. In executing any amendment, supplement or waiver, the Trustee shall be entitled to receive, upon request, and (subject to Section 7.01 hereof) shall be fully protected in relying upon, in addition to the documents required by Section 13.04 hereof, an Officer's Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture and that such amendment, supplement or waiver is the legal, valid and binding obligation of the Issuer, Holdings and any Subsidiary Guarantors party thereto ((where applicable) in the case of USG), enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof (including Section 9.03 hereof).

SECTION 9.06. Calculation of Principal Amount.

Determinations as to whether Holders of the requisite aggregate principal amount of Notes have concurred in any direction, waiver or consent shall be made in accordance with this Article IX.

SECTION 9.07. Compliance with Trust Indenture Act.

Every amendment or supplement to this Indenture or the Notes or the Note Guarantees shall be set forth in an amended or supplemental indenture that complies with the TIA as then in effect.

ARTICLE X

NOTE GUARANTEES

SECTION 10.01. Note Guarantee.

Subject to this Article X, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that: (a) the principal of and interest and premium, if any, on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

To the fullest extent permitted by applicable law, each Guarantor hereby agrees (1) that its obligations hereunder shall be enforceable, irrespective of the invalidity, irregularity or unenforceability of the Notes or this Indenture and (2) to waive its right to require the Trustee or any Holder of a Note to pursue or exhaust its legal or equitable remedies against the Issuer prior to exercising its rights under the Note Guarantees. To the fullest extent permitted by applicable law, each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever and covenants that this Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

Each Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees) incurred by the Trustee or any Holder in enforcing any rights under this Section 10.01.

If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, Holdings, the Subsidiary Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer, Holdings or the Subsidiary Guarantors, any amount paid either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article VI hereof for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article VI hereof, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee.

Each Note Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation, reorganization, should the Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes or Note Guarantees, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

In case any provision of any Note Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The Note Guarantee issued by any Guarantor shall be (i) a general unsubordinated obligation of such Guarantor, (ii) secured by the Collateral subject to the exceptions and limitations described under Article XII, on a senior basis to Indebtedness under any ABL Facility with respect to the Notes Priority Collateral and on a junior basis to Indebtedness under any ABL Facility with respect to the ABL Priority Collateral; (iii) effectively secured (taking into account the terms of any Intercreditor Agreement) on a first priority basis by the Collateral; (iv) rank pari passu in right of payment with all existing and future Senior Indebtedness of such Guarantor, subject to the exceptions and limitations under any Intercreditor Agreement; (v) be senior in right of payment to any existing and future Subordinated Obligations of such Guarantor, and (vi) be effectively subordinated to all Secured Indebtedness of the Guarantor that is secured by assets other than the Collateral, to the extent of the value of such assets.

Each payment to be made by a Guarantor in respect of its Note Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

[Notwithstanding any provision to the contrary in this Article X, USG shall have no obligation or liability under this Article X which constitutes a Singapore Financial Assistance Obligation, prior to the occurrence of the Singapore Whitewash Effective Date.][9]

The Issuer agrees and shall procure that Finco shall not hold any assets, become liable for any obligations or engage in any business activities, other than such obligations that are in existence on the Issue Date and disclosed in the Plan Confirmation Order, Plan of Reorganization or Disclosure Statement.

SECTION 10.02. Limitation on Guarantor Liability.

The obligations of each Guarantor shall be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of

[9] NTD: To be confirmed with foreign counsel whether applicable.

such Guarantor that are relevant under such laws and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article X, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under applicable law nor lead to a violation of similar laws affecting the rights of creditors generally or otherwise constitute a breach of applicable law.

[Notwithstanding any other provision of this Indenture or any other Finance Document, for the purpose of this Article X, the parties hereby confirm and acknowledge that USG shall not have any obligations under any provision of this Indenture which constitute Singapore Financial Assistance Obligations unless and until the Singapore Whitewash Effective Date has occurred.][10]

SECTION 10.03. Execution and Delivery.

Subject always to the last paragraphs of Sections 10.01 and 10.02, to evidence its Note Guarantee set forth in Section 10.01 hereof, each Guarantor hereby agrees that this Indenture shall be executed on behalf of such Guarantor by its authorized signatory.

Subject always to the last paragraphs of Sections 10.01 and 10.02, each Guarantor hereby agrees that its Note Guarantee set forth in Section 10.01 hereof shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Note Guarantee on the Notes.

If an Officer whose signature is on this Indenture no longer holds that office at the time the Trustee authenticates the Note, the Note Guarantee shall be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Note Guarantee set forth in this Indenture on behalf of the Guarantors.

If required by Section 4.21 hereof, Holdings shall cause any newly created or acquired Restricted Subsidiary to comply with the provisions of Section 4.21 hereof and this Article X, to the extent applicable.

SECTION 10.04. Subrogation.

Subject always to the last paragraphs of Sections 10.01 and 10.02, notwithstanding any payment or payments made by each Guarantor hereunder, no Guarantor shall be entitled to be subrogated to any of the rights of the Trustee or any Holder against the Issuer, Holdings or any Subsidiary Guarantor or any collateral security or guarantee or right of offset held by the Trustee or any Holder for the payment of the Obligations under this Indenture or the Notes, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Issuer or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Trustee and the Holders by the Issuer on

[10] NTD: To be confirmed with foreign counsel whether applicable.

account of the Obligations under the Note Guarantees are paid and discharged in full. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Obligations under the Note Guarantees shall not have been paid and discharged in full, such amount shall be held by such Guarantor in trust for the Trustee and the Holders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Trustee in the exact form received by such Guarantor (duly endorsed by such Guarantor to the Trustee, if required), to be applied against such unpaid Obligations of the Guarantor under its Note Guarantee.

SECTION 10.05. Benefits Acknowledged.

Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the guarantee and waivers made by it pursuant to its Note Guarantee are knowingly made in contemplation of such benefits.

SECTION 10.06. Release of Note Guarantees.

A Note Guarantee by a Guarantor shall be automatically and unconditionally released and discharged, and no further action by such Guarantor, the Issuer or the Trustee is required for the release of such Guarantor's Note Guarantee, upon:

(1) (A) payment in full of the principal of, together with accrued and unpaid interest on, the Notes and all other Obligations under this Indenture, the Note Guarantees and the Security Documents that are due and payable at or prior to the time such principal, together with accrued and unpaid interest, are paid;

(B) a legal defeasance or covenant defeasance under Article VIII hereof or a discharge under Article XI hereof;

(C) solely with respect to a Subsidiary Guarantor, the sale, exchange or transfer of such Subsidiary Guarantor in compliance with the terms of this Indenture (including the terms under Section 4.10 hereof) resulting in such Subsidiary Guarantor no longer being a Restricted Subsidiary, so long as (1) such Subsidiary Guarantor is simultaneously released from its obligations in respect of any of the Issuer's other Indebtedness or any Indebtedness of any other Restricted Subsidiary and (2) the proceeds from such sale or disposition are used for the purposes permitted or required by this Indenture;

(D) solely with respect to a Subsidiary Guarantor, the designation of such Subsidiary Guarantor as an Unrestricted Subsidiary in accordance with Section 4.21 hereof; and

(E) a merger or consolidation in accordance with Section 5.01 hereof, such Guarantor is not the continuing Person as a result of such merger or consolidation and the continuing Person assumes all of such Guarantor's obligations pursuant to the Note Guarantee; provided, however, that such release is in accordance with the terms of any Intercreditor Agreement; and

(2) such Guarantor delivering to the Trustee an Officer's Certificate of such Guarantor and an Opinion of Counsel, each stating that all conditions precedent provided for in this Indenture relating to such transaction have been complied with.

ARTICLE XI

SATISFACTION AND DISCHARGE

SECTION 11.01. Satisfaction and Discharge.

This Indenture will be discharged and will cease to be of further effect when either:

(1) (A) all Notes heretofore authenticated and delivered, except lost, stolen or destroyed Notes that have been replaced or paid, and all applicable Notes for whose payment money has been deposited in trust and thereafter repaid to the Issuer, have been delivered to the Trustee for cancellation; or

(B) all Notes not heretofore delivered to the Trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year or are to be called for redemption within one year, under arrangements reasonably satisfactory to the Trustee, and the Issuer, Holdings or any Subsidiary Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the applicable Notes not delivered to the Trustee for cancellation for principal, premium and accrued interest to the date of maturity or redemption;

(2) other than that resulting from borrowing funds to be applied to make the deposit and any similar and simultaneous deposit relating to other Indebtedness and, in each case, the granting of Liens in connection therewith, no Default or Event of Default has occurred and is continuing on the date of the deposit or will occur as a result of the deposit and the deposit will not result in a breach or violation of, or constitute a default under, any material agreement or instrument to which the Issuer, Holdings or any Subsidiary Guarantor is a party or by which the Issuer, Holdings or any Subsidiary Guarantor is bound;

(3) the Issuer, Holdings or any Subsidiary Guarantor has paid or caused to be paid all other sums payable by it under this Indenture; and

(4) the Issuer has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the applicable Notes at maturity or the redemption date, as the case may be.

In addition, the Issuer must deliver an Officers' Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Notwithstanding the satisfaction and discharge of this Indenture, if money shall have been deposited with the Trustee pursuant to subclause (A) of clause (1) of this Section 11.01, the provisions of Section 11.02 and Section 8.06 hereof shall survive.

SECTION 11.02. Application of Trust Money.

Subject to the provisions of Section 8.06 hereof, all money deposited with the Trustee pursuant to Section 11.01 hereof shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 11.01 hereof by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuer's, Holdings' and any Subsidiary Guarantor's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 11.01 hereof; provided that if the Issuer has made any payment of principal of, premium, if any, or interest on any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

ARTICLE XII

SECURITY AND SECURITY AGENT[11]

SECTION 12.01. Security Agent.

(a) The Security Agent agrees to take instructions from the Trustee in accordance with this Indenture with respect thereto and agrees to act as a collateral agent under the Security Documents for and on behalf of the Holders.

(b) Each Holder of a Note, by its acceptance thereof, consents and agrees:

(1) to the terms of the Security Documents (including, without limitation, the provisions providing for foreclosure, release, amendments and re-filings of Collateral) as the same may be in effect or may be amended from time to time in accordance with its terms and authorizes and directs the Security Agent to enter into the Security Documents and to perform its obligations and exercise its rights thereunder in accordance therewith; and

(2) that the Security Agent shall be entitled to the rights, privileges, protections, immunities, indemnities and benefits provided to the Security Agent by the Security

[11] NTD: Security provisions subject to review.

Documents. Furthermore, each Holder of a Note, by accepting such Note, agrees, acknowledges and consents to the terms (including, but not limited to, waivers, representations and covenants) of and authorizes and directs the Trustee (in each of its capacities) and the Security Agent to enter into and perform the Security Documents in each of its capacities thereunder.

(c) The Trustee has conducted no due diligence or investigation with respect to the Security Agent or its ability to perform its required duties and accepts no responsibility or liability for any acts, omissions or defaults of the Security Agent.

(d) The Security Agent shall be obligated to perform such duties and only such duties as are specifically set forth in this Indenture and the Security Documents, and no implied duties or obligation shall be read into this Indenture and the Security Documents against the Security Agent.

(e) Neither the Security Agent nor any of its respective officers, directors, employees or agents shall be obliged to:

(1) make any enquiry as to any breach or default by the Issuer, Holdings or any Subsidiary Guarantor in the performance or observance of any of the provisions of this Indenture or the Security Documents or as to the existence of a Default or an Event of Default; or

(2) do anything (including, without limitation, disclosing any document or information) which would, or might in its opinion, be contrary to any law or regulation or be a breach of any duty of confidentiality or otherwise be actionable or render it liable to any person; or

(3) account to any person for any sum or the profit element of any sum received by it for its own account.

(f) The Security Agent shall hold the relevant Collateral for and on behalf of the Holders and not as an agent of the Trustee. Notwithstanding anything to the contrary in this Indenture, there is no principal-agent, trustee-beneficiary or fiduciary relationship between the Security Agent and the Trustee and, for the avoidance of doubt, the Security Agent has no authority to enter into contractual obligations on behalf of the Trustee. Neither the Trustee nor the Security Agent will be responsible for and make any representation or warranty as to the validity, legality or enforceability of the Note Guarantees or the Security Documents or as to the correctness of any statement or recital herein or any statement in the Note Guarantees or the Security Documents.

(g) The Security Agent may decline to foreclose on the Collateral or exercise remedies available if it does not receive indemnification and/or security to its satisfaction. In addition, the Security Agent's ability to foreclose on the Collateral may be subject to lack of perfection, the consent of third parties, prior Liens and practical problems associated with the realization of the Security Agent's Liens on the Collateral.

(h) The Security Agent shall be entitled to the benefit of the provisions affording protection to the Trustee contained in clauses (c), (e) and (f) of Section 7.01, clauses (a), (b), (d), (e) and (f) of Section 7.02 and Section 7.09 (subject in each case to the limitations

and qualifications related to such protection, and to the standard of care set forth in clause (c) of Section 7.01) as if references to "the Indenture" in such provisions were references to the Indenture and/or the Security Documents.

SECTION 12.02. Collateral and Security Documents.

(a) The Issuer, Holdings and the Subsidiary Guarantors agree to secure the full and punctual payment when due and the full and punctual performance of their obligations under this Indenture and the Notes as provided in the Security Documents. The rights and obligations of the parties hereunder with respect to the Collateral are subject to the provisions of any Intercreditor Agreement.

(b) Each Holder of the Notes, by its acceptance thereof, consents and agrees to the terms of the Security Documents and any Intercreditor Agreement (including, without limitation, the provisions providing for foreclosure, release, amendments and re-filings of Collateral) as the same may be in effect or may be amended from time to time in accordance with their terms and authorizes and directs the Trustee and the Security Agent to perform their respective obligations and exercise their respective rights thereunder in accordance therewith; provided, however, that if any of the provisions of the Security Documents limit, qualify or conflict with the duties imposed by the provisions of the TIA, other than as expressly provided herein, the TIA shall control. Each Holder of the Notes, by its acceptance hereof appoints the Trustee as his attorney-in-fact for such purpose, including, in the event of any liquidation, dissolution, winding up, reorganization, assignment for the benefit of creditors or marshaling of assets of any Guarantor tending towards liquidation or reorganization of the business and assets of any Guarantor, the immediate filing of a claim for the unpaid balance under its Note Guarantee obligations in the form required in said proceedings and cause said claim to be approved, provided that it is expressly understood that the Trustee shall not be required to exercise any such rights as attorney for any Holders unless instructed to do so in accordance with Section 7.02(f).

(c) The Issuer shall maintain one or more agents approved by the Trustee (such approval not to be unreasonably withheld) to act as security agent and security trustee for the Trustee under any Intercreditor Agreement and the other Finance Documents (including, without limitation, the Security Documents). The Trustee, acting for and on behalf of the Holders under this Indenture, and the lenders under any ABL Facility shall, and by accepting a Note each Holder of Notes will be deemed to have, irrevocably authorized the Security Agent (i) to perform the duties and exercise the rights, powers and discretions that are specifically given to it under any Intercreditor Agreement and other Security Documents, together with any other incidental rights, powers and discretions, (ii) to execute each Security Document expressed to be executed by such Security Agent on its behalf, and (iii) to enter into any amendments to the Security Documents.

SECTION 12.03. Recordings and Opinions.

(a) To the extent applicable, the Issuer shall cause TIA § 314(d), relating to the release of property or securities subject to the Liens of the Security Documents and TIA § 314(b), to be complied with.

(b) Any release of Collateral permitted by Section 12.04 hereof will be deemed not to impair the Liens under this Indenture and the Security Documents in contravention thereof. Any certificate or opinion required by TIA § 314(d) shall be made by an Officer or legal counsel, as applicable, of the Issuer except in cases where TIA § 314(d) requires that such certificate or opinion be made by an independent Person, which Person will be an independent engineer, appraiser or other expert selected by the Issuer.

(c) Notwithstanding anything to the contrary in this Section 12.03, the Issuer shall not be required to comply with all or any portion of TIA § 314(d) if it reasonably determines that under the terms of TIA § 314(d) or any interpretation or guidance as to the meaning thereof of the SEC and its staff, including "no action" letters or exemptive orders, all or any portion of TIA § 314(d) is inapplicable to any release or series of releases of the Collateral. Without limiting the generality of the foregoing, the Issuer, Holdings and the Subsidiary Guarantors may, subject to the other provisions of this Indenture, among other things, without any release or consent by the Holders, conduct ordinary course activities with respect to the Collateral, including, without limitation, (i) selling or otherwise disposing of, in any transaction or series of related transactions, any property subject to the Lien of the Security Documents that has become worn out, defective, obsolete or not used or useful in the business; (ii) abandoning, terminating, canceling, releasing or making alterations in or substitutions of any leases or contracts subject to the Lien of this Indenture or any of the Security Documents; (iii) surrendering or modifying any franchise, license or permit subject to the Lien of the Security Documents that it may own or under which it may be operating; (iv) altering, repairing, replacing, changing the location or position of and adding to its structures, machinery, systems, equipment, fixtures and appurtenances; (v) granting a license of any intellectual property; (vi) selling, transferring or otherwise disposing of inventory in the ordinary course of business; (vii) collecting accounts receivable in the ordinary course of business as permitted by Section 4.10 hereof; (viii) making cash payments (including for the repayment of Indebtedness or interest) from cash that is at any time part of the Collateral in the ordinary course of business that are not otherwise prohibited by this Indenture and the Security Documents; and (ix) abandoning any intellectual property that is no longer used or useful in the Issuer's, Holdings' or a Subsidiary Guarantor's businesses.

SECTION 12.04. Release and Subordination of the Collateral.

(a) The security interest created over the Collateral by the Security Documents (the "Security Interest") shall be released, and each Security Agent shall disclaim and give up any and all rights it has in the Collateral and any rights it has under the Security Documents:

(1) upon payment in full of the principal of, together with accrued and unpaid interest on, the Notes and all other Obligations under this Indenture, the Note Guarantees and the Security Documents that are due and payable at or prior to the time such principal, together with accrued and unpaid interest, are paid;

(2) as provided in any Intercreditor Agreement in accordance with the terms of this Indenture;

(3) upon the legal defeasance, covenant defeasance or satisfaction and discharge of the Notes as provided in Article VIII or Article XI, in each case, in accordance with the terms and conditions of this Indenture;

(4) upon certain dispositions of the Collateral in compliance with either of the covenants described in Section 4.10 or Section 5.01 (and in the latter instance, if such covenant authorizes such release);

(5) in the case of a Subsidiary Guarantor that is released from its Note Guarantee pursuant to the terms of this Indenture; or

(6) as described under Article IX.

(b) Upon request by, and at the expense of, the Issuer, Holdings or any Subsidiary Guarantor in connection with any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition of assets or property, or subordination of the Collateral to ABL Priority Liens, in each case as permitted by this Indenture (including, without limitation, such disposition pursuant to Section 4.10 and Section 5.01 hereof), any Intercreditor Agreement and the Security Documents, each Security Agent shall (without notice to, or vote or consent of, any Holder of Notes) take such actions as shall be required to release or subordinate its Security Interest in the Collateral being disposed of in such disposition or subordinated, as the case may be, to the extent necessary to permit consummation of such disposition or subordination in accordance with this Indenture, any Intercreditor Agreement and the Security Documents. . At the request of the Issuer, and subject to the delivery to the relevant Security Agent an Officer's Certificate and an Opinion of Counsel certifying compliance with the requirements of release or subordination, as applicable, under this Indenture, such Security Agent shall execute and deliver an appropriate instrument evidencing such release or subordination, as applicable (in the form provided by the Issuer).

(c) Any release or subordination to ABL Priority Liens of Collateral made in compliance with the provisions set forth in this Section 12.03 shall not be deemed to impair the Lien under the Security Documents or the Collateral thereunder in contravention of Section 4.12 hereof.

(d) In connection with the incurrence of any ABL Priority Liens on any of the Collateral, the Security Agent's Liens on such Collateral will automatically and without further action by any Person be subordinated to such ABL Priority Liens; provided, that to the extent necessary to effect such subordination, or if reasonably requested by the Issuer, the Security Agent shall, at the Issuer's expense, take such actions and execute and deliver such documents as described in clause (d) above or as otherwise contemplated in this Indenture or any of the Security Documents.

SECTION 12.05. Resignation and Replacement of Security Agent.

Any resignation or replacement of any Security Agent shall be made in accordance with the applicable Intercreditor Agreements, if any.

SECTION 12.06. Amendments.

Each Security Agent shall, subject to the rights and obligations of such Security Agent under the terms of any Intercreditor Agreement, sign any amendment authorized pursuant to Section 4.16 hereof if the amendment does not adversely affect the rights, duties liabilities or immunities of such Security Agent.

SECTION 12.07. Ranking and Order of Payment of Enforcement Proceeds.

Each Holder by accepting a Note and the related Note Guarantees agrees that the enforcement of the Collateral is subject to certain limitations to the extent and in the manner provided in any applicable Intercreditor Agreement. Each Holder, by accepting a Note, shall be deemed to have agreed to and accepted the terms and conditions of the Intercreditor Agreement (if any). A copy of each of any Intercreditor Agreement shall be available on any Business Day upon prior written request at the offices of the Paying Agent.

SECTION 12.08. Powers Exercisable by Receiver or Trustee.

In case the Collateral shall be in the possession of a lawfully appointed receiver or trustee, the powers conferred in this Article XII upon the Issuer, Holdings or a Subsidiary Guarantor with respect to the release, sale or other disposition of such property may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Issuer, Holdings or a Subsidiary Guarantor or of any officer or officers thereof required by the provisions of this Article XII; and if the Trustee shall be in the possession of the Collateral under any provision of this Indenture, then such powers may be exercised by the Trustee.

SECTION 12.09. Waiver of Objection.

To the maximum extent permitted by applicable Law, each of the Issuer, Holdings and the Subsidiary Guarantors hereby acknowledges and agrees that it shall not object to, and hereby irrevocably waives any objection in connection with, any acts or enforcement or other proceedings brought in Thailand by the Trustee and/or the Security Agent in connection with the Notes, regardless of whether such proceedings are brought in their individual capacities or on behalf of the Holders of the Notes.

SECTION 12.10. Release upon Termination of the Issuer's Obligations.

In the event (i) that the Issuer delivers to the Trustee, in form and substance acceptable to it, an Officer's Certificate and Opinion of Counsel certifying that all the Obligations under this Indenture, the Notes and the Security Documents have been satisfied and discharged by the payment in full of the Issuer's obligations under the Notes, this Indenture and the Security Documents, and all such Obligations have been so satisfied, or (ii) a discharge, legal defeasance or covenant defeasance of this Indenture occurs under Article VIII or XI hereof, the Trustee shall deliver to the Issuer and each Security Agent a notice stating that the Trustee, on behalf of the Holders, disclaims and gives up any and all rights it has in or to the Collateral, and any rights it has under the Security Documents, and upon receipt by each Security Agent of such notice, each Security Agent shall be deemed not to hold a Lien in the Collateral on behalf of the Trustee and shall do or cause to be done, at the Issuer's sole cost and expense, all acts reasonably necessary to release such Lien as soon as is reasonably practicable.

ARTICLE XIII

MISCELLANEOUS

SECTION 13.01. Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA § 318(c), such imposed duties shall control.

SECTION 13.02. Notices.

Any notice or communication by the Issuer, Holdings, any Subsidiary Guarantor or the Trustee to the other parties hereto is duly given if in writing and delivered in person or mailed by first-class mail (registered or certified, return receipt requested), fax or overnight air courier guaranteeing next day delivery, to such parties' address:

If to the Issuer, Holdings and/or any Subsidiary Guarantor:

c/o Maples Corporate Services Limited
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands
Fax: +1 345 949 8080

UTAC Holdings Ltd.
Attention: Michael E. Foreman
22 Ang Mo Kio Industrial Park 2,
Singapore 569506
Direct: +(65) 6714 2238
Michael_Foreman@utacgroup.com

If to the Trustee:

[•]

The Issuer, Holdings, any Subsidiary Guarantor or the Trustee, by notice to the other parties hereto, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five calendar days after being deposited in the mail, postage prepaid, if mailed by first-class mail; when receipt acknowledged, if faxed; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery; provided that any notice or communication delivered to the Trustee shall be deemed effective upon actual receipt thereof.

Any notice or communication will be deemed to have been sufficiently given or served when so sent or deposited and, if to the Holders, when delivered in accordance with the applicable rules and procedures of DTC, or shall be mailed by first-class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the Note Register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in TIA § 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication is deemed to have been delivered on the day such notice is delivered to DTC or if by mail, mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Issuer mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

SECTION 13.03. Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Issuer, Holdings or any of the Subsidiary Guarantors to the Trustee to take any action under this Indenture, the Issuer, Holdings or such Subsidiary Guarantor, as the case may be, shall furnish to the Trustee:

(A) An Officer's Certificate of the Issuer in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 12.06 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(B) An Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 12.07 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied;

provided that (i) no Opinion of Counsel as set forth in clause (B) above shall be required in connection with the order of the Issuer to authenticate and deliver the Notes in the aggregate principal amount of $[●] million on the date hereof pursuant to Section 2.02 hereof and (ii) notwithstanding anything to the contrary contained in this Section 13.03 or Section 7.02 hereof, no Officer's Certificate or Opinion of Counsel shall be required under Article 12, except as specifically provided therein or in the Security Documents.

SECTION 13.03. Communication by Holders of Notes with Other Holders of Notes.

Holders may communicate pursuant to TIA § 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Issuer, the Trustee, any Agents and anyone else shall have the protection of TIA § 312(c).

SECTION 13.04. Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to Section 4.04 hereof or pursuant to TIA § 314(a)(4) shall comply with the provisions of TIA § 314(c)) and shall include:

(A) a statement that the Person making such certificate or opinion has read such covenant or condition;

(B) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(C) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with (and, in the case of an Opinion of Counsel, may be limited to reliance on an Officer's Certificate as to matters of fact); and

(D) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

SECTION 13.05. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. Any Registrar, Paying Agent or Security Agent may make reasonable rules and set reasonable requirements for its functions.

SECTION 13.06. Governing Law.

THIS INDENTURE, THE NOTES AND ANY GUARANTEE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 13.07. Waiver of Jury Trial.

EACH OF THE ISSUER, HOLDINGS, THE SUBSIDIARY GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 13.08. Force Majeure.

In no event shall the Trustee or Agent be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities,

communications or computer (software or hardware) services or in any event where, in the reasonable opinion of the Trustee or Agent, performance of any duty or obligation under or pursuant to this letter would or may be illegal or would result in the Trustee or Agent being in breach of any law, rule, regulation, or any decree, order or judgment of any court, or practice, request, direction, notice, announcement or similar action (whether or not having the force of law) of any relevant government, government agency, regulatory authority, stock exchange or self-regulatory organization to which the Trustee or Agent is subject.

SECTION 13.09. Successors.

All agreements of the Issuer in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors. All agreements of each Guarantor in this Indenture shall bind its successors, except as otherwise provided in Section 10.05 hereof.

SECTION 13.10. Severability.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 13.11. Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 13.12. Table of Contents, Headings, etc.

The Table of Contents and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 13.13. Currency of Account; Conversion of Currency; Foreign Exchange Restrictions.

(a) U.S. dollars are the sole currency of account and payment for all sums payable by the Issuer, Holdings and the Subsidiary Guarantors under or in connection with the Notes, the Note Guarantees of the Notes or this Indenture, including damages related thereto or hereto. Any amount received or recovered in a currency other than U.S. dollars by a Holder of Notes (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise) in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the U.S. dollar amount, which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that U.S. dollar amount is less than the U.S. dollar amount expressed to be due to the recipient under the applicable Notes, the Issuer shall indemnify it against any loss sustained by it as a result as set forth in clause (b) of this Section 13.13. In any event, the Issuer, Holdings and

the Subsidiary Guarantors shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Section 13.13, it will be sufficient for the Holder of a Note to certify in a satisfactory manner (indicating sources of information used) that it would have suffered a loss had an actual purchase of U.S. dollars been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of U.S. dollars on such date had not been practicable, on the first date on which it would have been practicable, it being required that the need for a change of date be certified in the manner mentioned above).

(b) The Issuer, Holdings and the Subsidiary Guarantors, jointly and severally, covenant and agree that the following provisions shall apply to conversion of currency in the case of the Notes, the Note Guarantees and this Indenture:

(1) (i) If for the purpose of obtaining judgment in, or enforcing the judgment of, any court in any country, it becomes necessary to convert into a currency (the "Judgment Currency") an amount due in any other currency (the "Base Currency"), then the conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which the judgment is given or the order of enforcement is made, as the case may be (unless a court shall otherwise determine).

(ii) If there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given or an order of enforcement is made, as the case may be (or such other date as a court shall determine), and the date of receipt of the amount due, the Issuer, Holdings and the Subsidiary Guarantors will pay such additional (or, as the case may be, such lesser) amount, if any, as may be necessary so that the amount paid in the Judgment Currency when converted at the rate of exchange prevailing on the date of receipt will produce the amount in the Base Currency originally due.

(2) In the event of the winding-up of the Issuer, Holdings or any Subsidiary Guarantor at any time while any amount or damages owing under the Notes, the Note Guarantees and this Indenture, or any judgment or order rendered in respect thereof, shall remain outstanding, the Issuer, Holdings and the Subsidiary Guarantors shall indemnify and hold the Holders and the Trustee harmless against any deficiency arising or resulting from any variation in rates of exchange between (i) the date as of which the Applicable Currency Equivalent of the amount due or contingently due under the Notes, the Note Guarantees and this Indenture (other than under this subsection (b)(2)) is calculated for the purposes of such winding-up and (ii) the final date for the filing of proofs of claim in such winding-up. For the purpose of this subsection (b)(2), the final date for the filing of proofs of claim in the winding-up of the Issuer, Holdings or any Subsidiary Guarantor shall be the date fixed by the liquidator or otherwise in accordance with the relevant provisions of applicable law as being the latest practicable date as at which liabilities of the Issuer, Holdings or such Subsidiary Guarantor may be ascertained for such winding-up prior to payment by the liquidator or otherwise in respect thereto.

(c) The obligations contained in this Section 13.13 shall constitute separate and independent obligations from the other obligations of the Issuer, Holdings and the Subsidiary Guarantors under this Indenture, shall give rise to separate and independent causes of action against the Issuer, Holdings and the Subsidiary Guarantors, shall apply irrespective of any

waiver or extension granted by any Holder or the Trustee or either of them from time to time and shall continue in full force and effect notwithstanding any judgment or order or the filing of any proof of claim in the winding-up of the Issuer, Holdings or any Subsidiary Guarantor for a liquidated sum in respect of amounts due hereunder (other than under subsection (b)(2) of this Section 13.13) or under any such judgment or order. Any such deficiency as aforesaid shall be deemed to constitute a loss suffered by the Holders or the Trustee, as the case may be, and no proof or evidence of any actual loss shall be required by the Issuer, Holdings or any Subsidiary Guarantor or the liquidator or otherwise or any of them. In the case of subsection (b)(2) of this Section 13.13, the amount of such deficiency shall not be deemed to be reduced by any variation in rates of exchange occurring between the said final date and the date of any liquidating distribution.

(d) The term "rate(s) of exchange" shall mean the rate of exchange quoted by Reuters at 10:00 a.m. (New York time) for spot purchases of the Base Currency with the Judgment Currency other than the Base Currency referred to in subsections (b)(1) and (b)(2) above and includes any premiums and costs of exchange payable.

SECTION 13.14. Jurisdiction.

The Issuer, Holdings and each Subsidiary Guarantor agrees that any suit, action or proceeding against the Issuer, Holdings or any Subsidiary Guarantor brought by any Holder or the Trustee arising out of or based upon this Indenture, the Notes or the Note Guarantees may be instituted in any state or federal court in the Borough of Manhattan, The City of New York, New York, and any appellate court from any thereof, and irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding. Each of the Issuer, Holdings and the Subsidiary Guarantors irrevocably waives, to the fullest extent permitted by law, any objection to any suit, action, or proceeding that may be brought in connection with this Indenture, the Notes or the Note Guarantees, including such actions, suits or proceedings relating to securities laws of the United States of America or any state thereof, in such courts whether on the grounds of venue, residence or domicile or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the Issuer, Holdings and the Subsidiary Guarantors agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon it and may be enforced in any court to the jurisdiction of which it is subject by a suit upon such judgment; provided that service of process is effected upon it in the manner provided by this Indenture. Each of the Issuer, Holdings and the Subsidiary Guarantors has appointed CT Corporation System, with offices on the date hereof at 111 Eighth Avenue, New York, NY 10011, as its authorized agent (the "New York Authorized Agent"), in each case upon whom process may be served in any suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated herein which may be instituted in any state or federal court in the Borough of Manhattan, The City of New York, New York, by any Holder or the Trustee, and expressly accepts the exclusive jurisdiction of any such court in respect of any such suit, action or proceeding. Each of the Issuer, Holdings and the Subsidiary Guarantors hereby represents and warrants that the New York Authorized Agent has accepted such appointment and have agreed to act as said agent for service of process, and each of the Issuer, Holdings and the Subsidiary Guarantors agrees to take any and all action, including the filing of any and all documents that may be necessary to continue such respective appointment in full force and effect as aforesaid. Service of process upon the New York Authorized Agent shall be

deemed, in every respect, effective service of process upon the Issuer, Holdings and the Subsidiary Guarantors, as the case may be.

[*Signatures on following page*]

GLOBAL A&T ELECTRONICS LTD.

by_____
Name:
Title:

by_____
Name:
Title:

UTAC HOLDINGS LTD.

by_____
Name:
Title:

by_____
Name:
Title:

The Common Seal of	)	
UTAC HONG KONG LIMITED	)	C.S.
WAS AFFIXED IN THE	)	
PRESENCE OF:	)	

Director

The Common Seal of	)	
UNITED TEST AND ASSEMBLY CENTER LTD	)	C.S.
WAS HEREUNTO AFFIXED IN THE	)	
PRESENCE OF:	)	

Director

Director/Secretary

UTAC CAYMAN LTD

by_____
Name:
Title:

by_____
Name:
Title:

UTAC Headquarters Pte. Ltd.

by_____
Name:
Title:

by_____
Name:
Title:

UTAC Thai Holdings Limited

by_____
Name:
Title:

by_____
Name:
Title:

UTAC Thai Limited

by_____
Name:
Title:

by_____
Name:
Title:

UTAC (TAIWAN) CORPORATION

by_____
Name:
Title:

by_____
Name:
Title:

[•] AS TRUSTEE AND SECURITY AGENT

by_____
Name:
Title:

by_____
Name:
Title:

EXHIBIT A

[Face of Note]

[Insert the Global Note Legend, if applicable pursuant to the provisions of this Indenture]

[Insert the Restricted Securities Legend, if applicable pursuant to the provisions of this Indenture]

GLOBAL A&T ELECTRONICS LTD.

8.50% Senior Secured Note due 202[2]

Common Code No.:
ISIN No.:
CUSIP No.:

No.____ $_____

GLOBAL A&T ELECTRONICS LTD., a company incorporated under the laws of the Cayman Islands (the "Issuer", which term includes any successor corporation), for value received promises to pay Cede & Co. or registered assigns upon surrender hereof the principal sum indicated on Schedule A hereof, on [●], 2020.

Interest Payment Dates: [●] and [●], commencing [●], 2018. Record Dates: [●] and [●], commencing [●], 2018.

Reference is made to the further provisions of this Note contained herein, which will for all purposes have the same effect as if set forth at this place.

[*Signature page to follow*]

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed manually or by facsimile by its duly authorized officers.

GLOBAL A&T ELECTRONICS LTD.

By:_____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to
in the within-mentioned Indenture:

[•], as Trustee

By:_____
Name:
Title:

Dated:

[FORM OF REVERSE SIDE OF SECURITY]

8.50% Senior Secured Note due 202[2]

(1) Interest. GLOBAL A&T ELECTRONICS LTD., a company incorporated under the laws of the Cayman Islands (the "Issuer"), promises to pay interest on the principal amount of this Note at the rate and in the manner specified below.

This Note shall bear interest at a rate of 8.50% per annum.

Interest on this Note shall be payable semi-annually in arrears on [●] and [●], commencing [●], 2018. The Issuer shall make each interest payment to the Holders of record of this Note on the immediately preceding [●] and [●]. Interest on this Note shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including the issue date of this Note.

Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each interest period shall end on (but not include) the relevant interest payment date.

(2) Additional Amounts. The Issuer shall pay Additional Amounts on and in relation to this Note as specified in the Indenture.

(3) Method of Payment. The Issuer shall pay interest on the Notes (except defaulted interest) to the Person in whose name this Note is registered at the close of business on the Record Date for such interest. Holders must surrender Notes to a Paying Agent to collect principal payments. The Issuer shall pay principal and interest on this Note in U.S. dollars. Immediately available funds for the payment of the principal of (and premium, if any), interest, and Additional Amounts, if any, on this Note due on any Interest Payment Date, redemption date or other repurchase date or on the Stated Maturity shall be made available to the Paying Agent the Business Day prior to such Interest Payment Date, redemption date or other repurchase date or the Stated Maturity to permit the Paying Agent to pay such funds to the Holders on such respective dates.

(4) Paying Agent, Transfer Agent and Registrar. The Issuer shall maintain one or more Registrars with offices in New York City and a Transfer Agent in New York City. The initial Registrar shall be [•]. The initial Principal Paying Agent and Transfer Agent shall be [•]. The Issuer may change any Paying Agent, Registrar or Transfer Agent for the Notes without prior notice to the Holders of such Notes. Holdings or any of its Restricted Subsidiaries may act as Paying Agent or Registrar in respect of the Notes.

(5) Indenture. The Issuer issued the Notes under an indenture, dated as of [●], 2017 (the "Indenture"), among the Issuer, Holdings, UHK, UID, UMA, UMS, UMS HK, UMS Holdings, USG, USG 2, UTAC Cayman, UTAC Japan, UTAC Headquarters Pte. Ltd., UTC, UTH, UTL. UCD Cayman Ltd., UTAC Group Sales and [•], as Trustee. The terms of this Note include those stated in the Indenture and those made a part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code §§ 77aaa-77bbbb). To the extent the provisions of this Note are inconsistent with the provisions of the Indenture, the Indenture shall

govern. This Note is one of a duly authorized issue of Notes of the Issuer designated as its Senior Secured Notes due 202[2] (the "Notes"). The aggregate principal amount of the Notes may not exceed $665,000,000 (exclusive of Notes issued pursuant to Sections 2.06 or 2.07 thereof). Each Holder, by accepting a Note, agrees to be bound by all of the terms and provisions of the Indenture, as the same may be amended from time to time. Capitalized terms not otherwise herein defined are as defined in the Indenture.

(6) Ranking and Guarantees. The Notes shall be general obligations of the Issuer and shall rank *pari passu* in right of payment with all existing and future Senior Indebtedness of the Issuer. The Notes shall rank senior in right of payment to any existing and future Subordinated Obligations of the Issuer. The Notes will also be effectively subordinated to all Secured Indebtedness of the Issuer that is secured by assets other than the Collateral, to the extent of the value of such assets. In addition, the Notes shall be guaranteed on a senior basis by each Guarantor. The Notes shall be structurally subordinated to all existing and future Indebtedness and other claims and liabilities, including preferred stock, of any Subsidiaries that are not, and will not be, Subsidiary Guarantors. Reference is made to the Indenture for terms relating to the Note Guarantees, including the release thereof, limitations on release and other limitations. The obligations of each of the Guarantors under the Indenture are subject to the provisions of any Intercreditor Agreement.

(7) Optional Redemption. On and after the Issue Date, the Notes shall be redeemable at the option of the Issuer, at any time as a whole, or from time to time in part, on not less than 30 nor more than 60 days' notice delivered to each Holder in accordance with the provisions set forth under paragraph 10 below. The Notes may be redeemed at the redemption prices set forth below, plus accrued and unpaid interest, if any, to the redemption date and Additional Amounts, if any (subject to the right of Holders on the relevant record date to receive interest due on the relevant interest payment date). The following prices are for notes redeemed during the 12-month period commencing on [●] of each of the years set forth below, which are expressed as percentages of the principal amount:

Year	**Redemption Price**
[Year 1]	102.0%
[Year 2]	101.0%
[Year 3] and thereafter	100.0%

Any redemption pursuant to this Clause 7 shall be made pursuant to the provisions of Sections 3.01 through Section 3.06 of the Indenture.

(8) Optional Tax Redemption. The Issuer is entitled to redeemed the Notes at its option, at any time, as a whole but not in part, upon not less than 30 nor more than 60 days' notice as provided in the Indenture (which notice shall also be published or delivered in a manner as required by the applicable rules of any internationally recognized stock exchange on which the Notes are then listed to the noteholders (which notice will be irrevocable)), at a price equal to 100% of the principal amount thereof plus accrued interest (if any) to the date of redemption

(subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date), and Additional Amounts, if any, then due and which will become due on the redemption date if the Issuer determines and certifies to the Trustee (as described in clause (a) of the next paragraph) immediately prior to the giving of such notice that as a result of any Change of Tax Law, the Issuer, Holdings or a Subsidiary Guarantor (as the case may be) has become or on the next interest payment date would become obligated, for reasons outside its control and after taking reasonable measures available to it to avoid such obligation, to pay Additional Amounts in respect of any note pursuant to the terms and conditions thereof; provided that the Issuer, Holdings or a Subsidiary Guarantor (as the case may be) shall not be required to change the jurisdiction of its organization to avoid any such obligation. The Change of Tax Law must become effective on or after the date of this Indenture (or, if the applicable Relevant Jurisdiction became a Relevant Jurisdiction on a date after the date of this Indenture, such later date). Notwithstanding the foregoing, no such notice of redemption may be given:

(a) earlier than 60 days prior to the earliest date on which the Issuer, Holdings or a Subsidiary Guarantor (as the case may be) would but for such redemption be obligated to pay such Additional Amounts; and

(b) unless at the time such notice is given, the Issuer's, Holdings' or a Subsidiary Guarantor's (as the case may be) obligation to pay such Additional Amounts, remains in effect.

Prior to the publication and mailing of any notice of redemption of the Notes pursuant to the foregoing, the Issuer will deliver to the Trustee:

(c) an Officer's Certificate stating that such change, amendment, application or interpretation has occurred, describing the facts related thereto and stating that such requirement cannot be avoided by the Issuer, Holdings or a Subsidiary Guarantor (as the case may be), taking reasonable measures available to it; and

(d) an Opinion of tax counsel, of recognized standing with respect to tax matters of the Relevant Jurisdiction, stating that the requirement to pay such Additional Amounts results from such a change, amendment, application or interpretation.

The Trustee shall accept such certificate and opinion as conclusive evidence of the satisfaction of the conditions precedent described above, and shall not be obligated to verify the accuracy or content thereof, in which event it shall be conclusive and binding on the Holders.

Any Notes that are redeemed pursuant to this provision will be cancelled.

(9) Mandatory Redemption. The Issuer is not required to make mandatory redemption payments or sinking fund payments with respect to the Notes.

(10) Notice of Redemption. Subject to Section 3.03 of the Indenture, the Issuer shall mail or cause to be mailed by first-class mail notices of redemption at least 30 days but not more than 60 days before the Redemption Date to each Holder of Notes to be redeemed at such Holder's registered address or otherwise in accordance with Applicable Procedures, except that

redemption notices may be mailed more than 60 days prior to a Redemption Date if the notice is issued in connection with Article VIII or Article XI of the Indenture.

Notes in denominations of $200,000 may be redeemed only in whole. The Trustee may select for redemption portions of the principal of Notes that have denominations larger than $200,000, provided, however, that Notes shall be redeemed only in principal amount of $1,000 and integral multiples of $1,000 in excess thereof.

Except as set forth in the Indenture, from and after any redemption date, if monies for the redemption of the Notes called for redemption shall have been deposited with the Paying Agent for redemption on such Redemption Date, then, unless the Issuer defaults in the payment of the redemption price, the Notes called for redemption shall cease to bear interest, or Additional Amounts, if any, and the only right of the Holders of such Notes shall be to receive payment of the redemption price.

(11) Change of Control Offer. Upon the occurrence of a Change of Control, each Holder of Notes shall have the right to require the Issuer to repurchase all or any part of such Holder's Notes, in a minimum principal amount of $200,000, pursuant to the Change of Control Offer at the Change of Control Purchase Price equal to 101% of the principal amount thereof, plus accrued and unpaid interest and Additional Amounts, if any, to the purchase date (subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date), provided that no Notes of less than $200,000 can be repurchased in part, except that if all of the Notes of such Holder are to be repurchased, the entire amount of such Notes held by such Holder shall be repurchased.

(12) Limitation on Disposition of Assets. Within 10 Business Days after the Issuer becomes obligated to make an Asset Sale Offer, the Issuer shall deliver to the Trustee and to each Holder of Notes in accordance with the provisions set forth under Section 3.10 and Section 12.02 of the Indenture a written notice stating that such Holder may elect to have its Notes purchased by the Issuer, either in whole or in part (subject to prorating in the event the Asset Sale Offer is oversubscribed) and in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof at the applicable purchase price with respect to Notes.

If the aggregate principal amount of Notes surrendered by Holders thereof exceeds the amount of Excess Proceeds, subject to applicable law, the Trustee shall select the Notes and Pari Passu Indebtedness to be purchased in accordance with Section 3.02 of the Indenture; provided, however, that no Notes of $200,000 shall be purchased in part, and Notes shall be redeemed only in principal amounts of $1,000 and integral multiples of $1,000 in excess thereof. Holders of Notes may elect to have such Notes purchased by completing the form entitled "Option of Holders to Elect Purchase" appearing below.

(13) Collateral. The Issuer, Holdings and the Subsidiary Guarantors shall secure the full and punctual payment when due and the full and punctual performance of their obligations under the Indenture with the Collateral as provided in the Security Documents. Reference is made to the Indenture for terms relating to such security, including the release thereof. The rights and obligations of the parties hereunder with respect to the Collateral are subject to the provisions of any Intercreditor Agreement.

(14) Denominations; Form. The Notes are in registered global form, without interest coupons, in denominations of $200,000 and integral multiples of $1,000 in excess thereof.

(15) Persons Deemed Owners. The registered Holder of this Note shall be treated as the owner of it for all purposes, subject to the terms of the Indenture.

(16) Unclaimed Funds. Subject to any applicable abandoned property law, any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of, premium, if any, or interest on any Note and remaining unclaimed for two years after such principal, and premium, if any, or interest has become due and payable shall be paid to the Issuer on its request or (if then held by the Issuer) shall be discharged from such trust; and the Holder of such Note shall thereafter look only to the Issuer for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, shall thereupon cease.

(17) Legal Defeasance and Covenant Defeasance. The Issuer, Holdings and the Subsidiary Guarantors may be discharged from their obligations under the Indenture and the Notes except for certain provisions thereof ("Legal Defeasance"), and may be discharged from its obligations to comply with certain covenants contained in the Indenture ("Covenant Defeasance"), in each case upon satisfaction of certain conditions specified in the Indenture.

(18) Amendment; Supplement; Waiver. Subject to certain exceptions specified in the Indenture, the Indenture, the Note Guarantees, the Security Documents and the Notes may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and any existing default or compliance with any provision of this Indenture and the Notes may be waived with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes).

(19) Restrictive Covenants. The Indenture imposes certain covenants that, among other things, limit the ability of Holdings and its Restricted Subsidiaries to, incur additional Indebtedness, pay dividends or make other distributions or investments, repurchase its Capital Stock or make certain other Restricted Payments, enter into certain consolidations or mergers or enter into certain transactions with Affiliates and consummate certain mergers and consolidations or sales of all or substantially all assets. The limitations are subject to a number of important qualifications and exceptions. The Issuer must annually report to the Trustee on compliance with such limitations.

(20) Successors. When a successor assumes all the obligations of its predecessor under the Notes and the Indenture in accordance with the terms of the Indenture, the predecessor will be released from those obligations.

(21) Defaults and Remedies. In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Issuer, Holdings, any Restricted

Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in outstanding aggregate principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately.

Holders of Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee is not obligated to exercise any of its rights or powers under the Indenture (including directing any Security Agent to enforce any of the Security Documents) at the request of any Holder of Notes unless the Trustee has received indemnity satisfactory to it. The Indenture permits, subject to certain limitations therein provided, Holders of a majority in aggregate principal amount of the Notes then outstanding to direct the Trustee in its exercise of any trust or power. Except in the case of a Default in payment of principal of or interest on any Note (including payments pursuant to the mandatory redemption provisions of such Note, if any), the Trustee may withhold the notice if it determines that withholding the notice is in the interests of the Holders of the Notes. The enforcement of the Note Guarantees may only be undertaken by the Trustee (of its own volition or at the direction of Holders representing 25% in aggregate principal amount of the outstanding Notes).

(22) Trustee Dealings with Issuer. The Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with Holdings, its Subsidiaries or their respective Affiliates as if it were not the Trustee.

(23) Authentication. This Note shall not be valid until the Trustee or authenticating agent signs the certificate of authentication on this Note.

(24) Abbreviations and Defined Terms. Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act). Unless otherwise defined herein, terms defined in the Indenture are used herein as defined therein.

(25) CUSIP, ISIN and Common Code Numbers. The Issuer will cause CUSIP, ISIN and Common Code numbers to be printed on the Notes as a convenience to the Holders of the Notes. No representation is made as to the accuracy of such numbers as printed on the Notes and reliance may be placed only on the other identification numbers printed hereon.

(26) Governing Law. The Indenture, the Notes and any Note Guarantee shall be governed by, and construed in accordance with, the laws of the State of New York.

NOTATION OF GUARANTEES

The Guarantors on the attached signature page hereto (the "Guarantors") have unconditionally guaranteed (such guarantees being referred to herein as the "Guarantees"), that (i) the principal of and interest and any other amounts due on the Notes will be promptly paid in full when due, subject to any applicable grace period, whether at maturity, by acceleration or otherwise and interest on the overdue principal, if any, and interest on any interest, to the extent lawful, on the Notes and all other obligations of the Issuer to the Holders hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and the Indenture; and (ii) in case of any extension of time of payment or renewal of any Notes or of any of such other obligations, the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, subject to any applicable grace period, whether at stated maturity, by acceleration or otherwise, subject, however, in the case of clauses (i) and (ii) above, to the limitations set forth in Article X of the Indenture.

UTAC HOLDINGS LTD.

by_____
Name:
Title:

by_____
Name:
Title:

UTAC HONG KONG LIMITED

by_____
Name:
Title:

by_____
Name:
Title:

UNITED TEST ASSEMBLY CENTER LTD.

The Common Seal of
UNITED TEST AND ASSEMBLY CENTER LTD)
WAS HEREUNTO AFFIXED IN THE)
PRESENCE OF:)

Director

Director/Secretary

UTAC CAYMAN LTD

by_____
Name:
Title:

by_____
Name:
Title:

UTAC Headquarters Pte. Ltd.

by_____
Name:
Title:

by_____
Name:
Title:

UTAC Thai Holdings Limited

by_____
Name:
Title:

by_____
Name:
Title:

UTAC Thai Limited

by_____
Name:
Title:

by_____
Name:
Title:

UTAC (TAIWAN) CORPORATION

by_____

Name:
Title:

by_____

Name:
Title:

UTAC MANUFACTURING SERVICES HOLDINGS PTE. LTD.

by_____

Name:
Title:

by_____
Name:
Title:

SCHEDULE A
SCHEDULE OF PRINCIPAL AMOUNT

The initial principal amount at maturity of this Note shall be $____. The following decreases/increases in the principal amount at maturity of this Note have been made:

Date of Decrease/ Increase	Decrease in Principal Amount at Maturity	Increase in Principal Amount at Maturity	Total Principal Amount at Maturity Following such Decrease/ Increase	Notation Made by or on Behalf of Trustee

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Sign exactly as your name appears on the other side of this Note.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased pursuant to Section 4.10 or pursuant to Section 4.14 of the Indenture, check the appropriate box:

Section 4.10[§§§] [ ] Section 4.14 [ ]

If you want to elect to have only part of this Note purchased pursuant to Section 4.10☐or pursuant to Section 4.14* of the Indenture, state the amount: $

Date: _____

Your Signature:_____
(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee:_____
Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor program reasonably acceptable to the Trustee)

[§§§] You may elect to have Notes purchased only in denominations of $1,000 or integral multiples of $1,000 in excess thereof, and the principal amount of your Note remaining after a purchase pursuant to Section 4.10 or 4.14 must be at least $200,000 or integral multiples of $1,000 in excess thereof.

EXHIBIT B

FORM OF PRINCIPAL PAYING AGENT AND TRANSFER AGENT AND REGISTRAR APPOINTMENT LETTER[13]

[●], 2017

[•]

[•]

Re: 8.50% SENIOR SECURED NOTES DUE 202[2]

Reference is hereby made to the Indenture dated as of [●], 2017 (the "Indenture") among Global A&T Electronics Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Company"), UTAC Holdings Ltd. ("Holdings") the Subsidiary Guarantors listed on the signature pages hereto, and [•], as Trustee. Terms used herein are used as defined in the Indenture.

The Company hereby appoints [•] as the principal paying agent and transfer agent (the "Principal Paying Agent and Transfer Agent") and [•] as registrar (the "Registrar") with respect to the Notes and the Principal Paying Agent and Transfer Agent and Registrar hereby accepts such appointment. By accepting such appointment, the Principal Paying Agent and Transfer Agent and Registrar agree to be bound by and to perform the services with respect to itself set forth in the terms and conditions set forth in the Indenture and the Notes, as well as the following terms and conditions to all of which the Company agrees and to all of which the rights of the holders from time to time of the Notes shall be subject:

(a) The Company, no later than 10:00 a.m. (New York City time) on the Business Day immediately preceding each date on which a payment in respect of the Notes becomes due, shall (i) transfer (or cause to be transferred) to the Principal Paying Agent and Transfer Agent in the currency of United States of America immediately available funds such amount as may be required for the purposes of such payment and (ii) notify the Principal Paying Agent and Transfer Agent of such transfer. The Company, no later than 10:00 a.m. (New York City time) on the second Business Day immediately preceding each date on which any payment in respect of the Notes becomes due, shall confirm such payment to the Principal Paying Agent and Transfer Agent, who shall promptly notify the relevant agents upon such confirmation. The Principal Paying Agent and Transfer Agent shall not be bound to make payment until funds in such amount as may be required for the purpose of such payment have been received from the Company.

(b) The Principal Paying Agent and Transfer Agent and Registrar shall be entitled to the compensation to be agreed in writing upon with the Company, Holdings and the Subsidiary Guarantors, jointly and severally, for all services rendered by it under the Indenture, and the Company, Holdings and the Subsidiary Guarantors, jointly and severally, agree promptly

[13] NTD: To be included only if necessary.

to pay such compensation and to reimburse the Principal Paying Agent and Transfer Agent and Registrar for its properly incurred out-of-pocket expenses (including fees and expenses of counsel) incurred by it in connection with the services rendered by it under the Indenture. The Company, Holdings and each of the Subsidiary Guarantors jointly and severally hereby agree to indemnify the Principal Paying Agent and Transfer Agent and Registrar and its officers, directors, agents, employees and representatives for, and to hold it harmless against, any loss, liability or expense (including properly incurred fees and expenses of counsel) incurred without gross negligence or willful misconduct on its part arising out of or in connection with its acting as Principal Paying Agent and Transfer Agent and Registrar hereunder. The obligations of the Company, Holdings and the Subsidiary Guarantors under this paragraph (b) shall survive the payment of the Notes, the termination or expiry of the Indenture or this letter and the resignation or removal of the Principal Paying Agent and Transfer Agent and Registrar. Under no circumstances will the Principal Paying Agent and Transfer Agent and Registrar be liable to the Company or any other party to this letter or the Indenture for any special, indirect, punitive, consequential loss or damage of any kind (inter alia, being loss of business, goodwill, opportunity or profit), whether or not foreseeable, even if advised of the possibility of such loss or damage.

(c) In acting under the Indenture and in connection with the Notes, the Principal Paying Agent and Transfer Agent and Registrar is acting solely as agent of the Company and does not assume any obligation towards or relationship of agency or trust for or with any of the owners or holders of the Notes, except that all funds held by the Principal Paying Agent and Transfer Agent and Registrar for the payment of principal interest or other amounts (including Additional Amounts) on, the Notes shall, subject to the provisions of the Indenture, be held in trust by the Principal Paying Agent and Transfer Agent and Registrar and applied as set forth in the Indenture and in the Notes, but need not be segregated from other funds held by the Principal Paying Agent and Transfer Agent and Registrar, except as required by law. The Principal Paying Agent and Transfer Agent shall not be liable to account for interest on money paid to it by the Company.

(d) The Principal Paying Agent and Transfer Agent and Registrar may consult with counsel or other professional advisors satisfactory to it and any advice or written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it under the Indenture in good faith and in accordance with such advice or opinion.

(e) The Principal Paying Agent and Transfer Agent and Registrar shall give the Trustee written notice of any failure by the Company (or by any other obligor on the Notes or the Subsidiary Guarantees) to make any payment of the principal, or premium or interest on, the Notes and any other payments to be made on behalf of the Company under the Indenture, when the same shall be due and payable and at any time during the continuance of any such failure the Principal Paying Agent and Transfer Agent and Registrar will pay any such sums so held in trust by it to the Trustee upon the Trustee’s written request.

(f) The Principal Paying Agent and Transfer Agent and Registrar shall be fully protected and shall incur no liability for or in respect of any action taken or omitted to be taken or thing suffered by it in reliance upon any Note, notice, direction, consent, certificate,

affidavit, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper party or parties.

(g) The Principal Paying Agent and Transfer Agent and Registrar and any of its Affiliates, in its individual capacity or any other capacity, may become the owner of, or acquire any interest in, any Notes or other obligations of the Company with the same rights that it would have if it were not the Principal Paying Agent and Transfer Agent and Registrar, and may engage or be interested in any financial or other transaction with the Company, Holdings its Subsidiaries or their respective Affiliates, and may act on, or as depository, Trustee or agent for, any committee or body of holders of Notes or other obligations of the Company, as freely as if it were not the Principal Paying Agent and Transfer Agent and Registrar, and that the Principal Paying Agent and Transfer Agent and Registrar and its Affiliates shall not be under any obligation to monitor any conflicts of interest, if any, which may arise between each of themselves and such other parties

(h) The Principal Paying Agent and Transfer Agent and Registrar shall not be under any liability for interest on any monies received by it pursuant to any of the provisions of the Indenture or the Notes.

(i) The Principal Paying Agent and Transfer Agent and Registrar shall be obligated to perform such duties and only such duties as are in the Indenture and the Notes specifically set forth, and no implied duties or obligation shall be read into the Indenture or the Notes against the Principal Paying Agent and Transfer Agent and Registrar. The Principal Paying Agent and Transfer Agent and Registrar shall not be under any obligation to take any action under the Indenture which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its opinion, assured to it. The Principal Paying Agent and Transfer Agent and Registrar shall have no obligation to expend its own funds or otherwise incur any financial liability in the performance of its obligations hereunder or under the Indenture.

(j) Either of the Principal Paying Agent and Transfer Agent and Registrar may at any time resign by giving written notice of its resignation to the Company and the Trustee and specifying the date on which its resignation shall become effective; provided that such date shall be at least 30 days after the date on which such notice is given unless the Company agrees to accept shorter notice. Upon receiving such notice of resignation, if required by the Indenture the Company shall promptly appoint a successor paying agent by written instrument substantially in the form hereof in triplicate signed on behalf of the Company, one copy of which shall be delivered to the resigning Principal Paying Agent and Transfer Agent or Registrar, as applicable, one copy to the successor paying agent or registrar, as applicable, and one copy to the Trustee.

Such resignation shall become effective upon the earlier of (i) the effective date of such resignation or (ii) the acceptance of appointment by the successor paying agent or registrar, as applicable, as provided below. The Company may, at any time and for any reason, remove either of or both of the Principal Paying Agent and Transfer Agent or Registrar and appoint a successor paying agent, by written instrument in triplicate signed on behalf of the Company, one copy of which shall be delivered to the Principal Paying Agent and Transfer Agent or Registrar being removed, one copy to the successor paying agent and one copy to the Trustee. Any

removal of the Principal Paying Agent and Transfer Agent or Registrar and any appointment of a successor paying agent or registrar, as applicable, shall become effective upon acceptance of appointment by the successor paying agent or registrar, as applicable, as provided below. Upon its resignation or removal, the Principal Paying Agent and Transfer Agent and/or Registrar shall be entitled to the payment by the Company of its compensation for the services rendered hereunder and to the reimbursement of all properly incurred out-of-pocket expenses incurred in connection with the services rendered by it hereunder.

(k) The Company shall remove the Principal Paying Agent and Transfer Agent or Registrar and appoint a successor paying agent if the Principal Paying Agent and Transfer Agent or Registrar as applicable (i) shall become incapable of acting, (ii) shall be adjudged bankrupt or insolvent, (iii) shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a Trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, (iv) shall consent to, or shall have had entered against it a court order for, any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceedings commenced against it, (v) shall make a general assignment for the benefit of creditors or (vi) shall fail generally to pay its debts as they become due.

(l) Any successor paying agent or registrar appointed as provided herein shall execute and deliver to its predecessor and to the Company and the Trustee an instrument accepting such appointment (which may be in the form of an acceptance signature to the letter of the Company appointing such agent) and thereupon such successor paying agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Principal Paying Agent and Transfer Agent or Registrar and such predecessor shall pay over to such successor agent all monies or other property at the time held by it hereunder.

Notwithstanding the above, the Company agrees with the Principal Paying Agent and Transfer Agent and Registrar that if, no successor to such Principal Paying Agent and Transfer Agent and Registrar has been appointed by the Company after 30 days from the Principal Paying Agent and Transfer Agent or the Registrar, as applicable, notice to the Company, such Principal Paying Agent and Transfer Agent or Registrar may, following consultation with the Company, itself appoint, or petition any court of competent jurisdiction for appointment of, as its successor any reputable and experienced financial institution of good standing and give notice of such appointment to the Company.

(m) Both of the Principal Paying Agent and Transfer Agent and Registrar shall at all times be a responsible financial institution which is authorized by law to exercise its respective powers and duties hereunder and under the Indenture and the Notes.

(n) In acting under the Indenture and in connection with the Notes, the Paying Agent and Transfer Agent shall be entitled to make a deduction or withholding from any payment which it makes under the Indenture for or on account of any present or future taxes, duties or charges if and to the extent so required by applicable law, in which event such Paying

Agent and Transfer Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so withheld or deducted.

Each Agent may deal with moneys paid to it under the Indenture in the same manner as other moneys paid to it as a banker by its customers and as a result, the money will not be held in accordance with the client money rules as set out in the United Kingdom Financial Services Authority's Handbook of rules and guidance from time to time, except that (i) it may not exercise any lien, right of set-off or similar claim in respect of them and (ii) it shall not be liable to anyone for interest on any sums held by it under this Indenture.

(o) The Principal Paying Agent and Transfer Agent and Registrar shall treat all information relating to the Company, Holdings and the Subsidiary Guarantors as confidential, but (unless consent is prohibited by law) the Company, Holdings and the Subsidiary Guarantors consent to the transfer and disclosure by such Principal Paying Agent and Transfer Agent and Registrar of any information relating to the Company to and between branches, subsidiaries, representative offices, affiliates and agents of such Principal Paying Agent and Transfer Agent and Registrar, for confidential use (including in connection with the provision of any service and for data processing, statistical and risk analysis purposes). Each of the Principal Paying Agent and Transfer Agent and Registrar and any of its branch, subsidiary, representative office or affiliate or agent may transfer and disclose any such information as required by any law, court regulator or legal process; provided that such Principal Paying Agent and Transfer Agent and Registrar shall, to the extent permitted by law, court, regulator or legal process, give the Company, Holdings and the Subsidiary Guarantors prompt written notice of such request so that the Company, Holdings and the Subsidiary Guarantors may seek a protective order or other remedy protecting such confidential information from disclosure.

(p) The Company hereby irrevocably waives, in favor of the Principal Paying Agent and Transfer Agent and Registrar, any conflict of interest which may arise by virtue of the Principal Paying Agent and Transfer Agent and Registrar acting in various capacities under this Indenture and this letter or for other customers of the Principal Paying Agent and Transfer Agent and Registrar. The Company acknowledges that the Principal Paying Agent and Transfer Agent and Registrar and its affiliates may have interests in, or may be providing or may in the future provide financial or other services to other parties with interests which the Company may regard as conflicting with its interests and may possess information (whether or not material to the Company) other than as a result of the Principal Paying Agent and Transfer Agent and Registrar acting as Principal Paying Agent and Transfer Agent and Registrar hereunder, that the Principal Paying Agent and Transfer Agent and Registrar may not be entitled to share with the Company. The Principal Paying Agent and Transfer Agent and Registrar will not disclose confidential information obtained from the Company (without its consent) to any of the Principal Paying Agent and Transfer Agent and Registrar's other customers nor will it use on the Company's behalf any confidential information obtained from any other customer. Without prejudice to the foregoing, the Company agrees that the Principal Paying Agent and Transfer Agent and Registrar Parties may deal (whether for its own or its customers' account) in, or advise on, securities of any party and that such dealing or giving of advice, will not constitute a conflict of interest for the purposes of the Indenture and this letter.

(q) The Principal Paying Agent and Transfer Agent or Registrar may act through its attorneys, delegates and agents and will not be responsible for the misconduct or negligence of any attorney, delegate or agent appointed with due care by it hereunder or for supervising the act or proceedings of such attorney, delegate or agent.

(r) In no event shall the Principal Paying Agent and Transfer Agent and Registrar be responsible or liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond its control, including, without limitation, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, rebellion, embargo, civil commotion or the like which restrict or prohibit the performance of the obligations hereunder, and other causes beyond its control whether or not of the same class or kind as specifically named above.

(s) The Principal Paying Agent and Transfer Agent or Registrar is not obliged to do or omit to do anything which in its reasonable opinion, would or may be illegal or would constitute a breach of any law, rule, regulation, or any decree, order or judgment of any court, or practice, request, direction, notice, announcement or similar action (whether or not having the force of law) of any relevant government, government agency, regulatory authority, stock exchange or self-regulatory organization to which the Principal Paying Agent and Transfer Agent or Registrar is subject.

(t) The Principal Paying Agent and Transfer Agent and Registrar shall, on demand by the Trustee by notice in writing given to them and the Company at any time after an Event of Default has occurred, until notified by the Trustee to contrary, to the extent permitted by applicable law, deliver all monies, documents and records held by them in respect of the Notes to the Trustee or as the Trustees shall direct in such notice or subsequently, provided that this paragraph shall not apply to any documents or records which the Agent is obliged not to release by any law or regulation to which it is subject.

(u) The Principal Paying Agent and Transfer Agent and Registrar shall, on demand by the Trustee by notice in writing given to them and the Company at any time after the Event of Default or Default has occurred, until notified by the Trustee to the contrary, as far as permitted by applicable law:

(i) act thereafter as agents of the Trustee under the Indenture and the Notes mutatis mutandis on the terms provided in this letter (save for necessary consequential amendments and the Trustee's liability under any provision hereof for the indemnification, remuneration and all other expenses of the Principal Paying Agent and Transfer Agent and Registrar shall be limited to the amounts for the time being held by the Trustee in respect of the Notes on the trusts of the Indenture and after application of such sums in accordance with Section 6.13 of the Indenture in satisfaction of payment of sums, other than referred to in this paragraph (i) and thereafter hold all Certificates and moneys, documents and records held by them in respect of the Notes to the order of the Trustee and/or

(ii) deliver up all Certificates and all monies, documents and records held by them in respect of the Notes to the Trustee or as the Trustee shall direct in such

notice or subsequently, provided that this paragraph (ii) shall not apply to any documents or records which the Principal Paying Agent and Transfer Agent and Registrar or the relevant agent is obliged not to release by any law or regulation to which it is subject.

(v) The Indenture, the Notes and this letter, together with the fee proposal between [•] and the Company, contain the whole agreement between the parties relating to the subject matter of the Indenture and this letter and supersede any previous written or oral agreement between the parties in relation to the matters dealt with in the Indenture and this letter.

(w) The obligations hereunder of the Principal Paying Agent and Transfer Agent and Registrar with respect to its duties as paying agent, transfer agent and registrar shall be several, not joint.

(x) Any notice or communication to the Principal Paying and Transfer Agent and Registrar will be deemed given when sent by facsimile transmission, with transmission confirmed. Any notice to the Principal Paying and Transfer Agent and Registrar will be effective only upon receipt. The notice or communication should be addressed to the Principal Paying and Transfer Agent and Registrar at:

Principal Paying Agent and Transfer Agent

[•]

With a copy to

[•]

Registrar

[•]

Any notice to the Company or the Trustee shall be given as set forth in the Indenture.

(y) Any corporation into which the Principal Paying Agent and Transfer Agent and Registrar may be merged or converted or any corporation with which the Principal Paying Agent and Transfer Agent and Registrar may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Principal Paying Agent and Registrar shall be a party or any corporation succeeding to the business of the Principal Paying Agent and Transfer Agent and Registrar shall be the successor to such Principal Paying Agent and Transfer Agent and Registrar hereunder (provided that such corporation shall be qualified as aforesaid) without the execution or filing of any document or any further act on the part of any of the parties hereto.

(z) Any amendment, supplement or waiver under Sections 9.01 and 9.02 of the Indenture that adversely affects the Principal Paying Agent and Transfer Agent and Registrar shall not affect the rights, powers, obligations, duties or immunities of the Principal Paying Agent and Transfer Agent and Registrar, unless the Principal Paying Agent and Transfer Agent and Registrar has consented thereto.

(aa) In the event of any inconsistency between the terms of the Indenture and the terms of this letter in respect of the Company, Holdings and the Subsidiary Guarantors' obligations under the Indenture, the terms of the Indenture shall prevail.

(bb) The Company, Holdings and the Subsidiary Guarantors agree that the provisions of Section 13.05 and 13.13 of the Indenture shall apply hereto, mutatis mutandis.

(cc) This letter may be executed in counterparts, each of which shall be an original which together shall constitute one and same instrument.

The agreement set forth in this letter shall be construed in accordance with and governed by the laws of the State of New York.

Global A&T Electronics Ltd.

By:
Name:
Title: Authorized Signatory

By:
Name:
Title: Authorized Signatory

UTAC Holdings Ltd. (as Guarantor)

By:
Name:
Title: Authorized Signatory

By:
Name:
Title: Authorized Signatory

United Test and Assembly Center Ltd (as Subsidiary Guarantor)

By:
Name:
Title: Authorized Signatory

By:
Name:
Title: Authorized Signatory

UTAC Cayman Ltd (as Subsidiary Guarantor)

By:
Name:
Title: Authorized Signatory

By:
Name:
Title: Authorized Signatory

UTAC HEADQUARTERS PTE. LTD. (as Subsidiary Guarantor)

By:

Name:
Title: Authorized Signatory

By:
Name:
Title: Authorized Signatory

UTAC Hong Kong Limited (as Subsidiary Guarantor)

By:
Name:
Title: Authorized Signatory

By:
Name:
Title: Authorized Signatory

UTAC Thai Holdings Limited (as Subsidiary Guarantor)

By:
Name:
Title: Authorized Signatory

By:
Name:
Title: Authorized Signatory

UTAC Thai Limited (as Subsidiary Guarantor)

By:
Name:
Title: Authorized Signatory

By:
Name:
Title: Authorized Signatory

U**TAC (Taiwan) Corporation** (as Subsidiary Guarantor)

By:
Name:
Title: Authorized Signatory

By:
Name:
Title: Authorized Signatory

UTAC Manufacturing Services Holdings Pte. Ltd. (as Subsidiary Guarantor)

By:
Name:
Title: Authorized Signatory

By:
Name:
Title: Authorized Signatory

Agreed and accepted:

[•],,
As Principal Paying Agent and Transfer Agent

By:
Name:
Title:

[•],
As Registrar

By:
Name:
Title:

EXHIBIT C

FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT SUBSIDIARY GUARANTORS

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture") dated as of , among [NEW GUARANTOR] (the "New Guarantor"), a subsidiary of GLOBAL A&T ELECTRONICS LTD. (or its successor), an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Issuer") and [•] (or its successor), as trustee under the indenture referred to below (the "Trustee").

W I T N E S S E T H :

WHEREAS the Issuer has heretofore executed and delivered to the Trustee an Indenture (the "Indenture") dated as of [●], 2017, providing for the issuance of the Issuer's 8.50% Senior Secured Notes due 202[2] (collectively, the "Notes");

WHEREAS Section 4.21 of the Indenture provides that under certain circumstances the Issuer is required to cause the New Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantor shall unconditionally guarantee all the Issuer's obligations under the Notes pursuant to a Guarantee on the terms and conditions set forth in the Indenture; and

WHEREAS pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantor and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

(1) Agreement to Guarantee. The New Guarantor hereby agrees, jointly and severally with all existing Guarantors (if any), to unconditionally guarantee the Issuer's obligations under the Notes on the terms and subject to the conditions set forth in Article X of the Indenture and to be bound by all other applicable provisions of the Indenture and the Notes.

(2) Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

(3) Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(4) Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

(5) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(6) Effect of Headings. The Section headings herein are for convenience only and shall not effect the construction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

[NEW GUARANTOR],

by_____

Name:
Title:

[•], as Trustee

by_____

Name:
Title:

EXHIBIT D

FORM OF CERTIFICATE OF TRANSFER[14]

Global A&T Electronics Ltd.
[•]
Attention: [•]

[•]
Attention: [•]

Re: 8.50% SENIOR SECURED NOTES DUE 202[2]

Reference is hereby made to the Indenture dated as of [●], 2017 (the "Indenture") among Global A&T Electronics Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Company"), UTAC Holdings Ltd. ("Holdings"), the Subsidiary Guarantors listed on the signature pages hereto, and [•], as Trustee. Terms used herein are used as defined in the Indenture.

, (the "Transferor") owns and proposes to transfer the Note[s] or interest in such Note[s], in the principal amount of $ in such Note[s] or interests (the "Transfer"), to (the "Transferee"). In connection with the Transfer, the Transferor hereby certifies that:

[CHECK APPLICABLE BOX]

1. □ **Check if Transfer is being made pursuant to Rule 144A under the Securities Act.** The Transfer is being effected pursuant to and in accordance with Rule 144A ("Rule 144A") under the Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Certificated Note is being transferred to a Person that the Transferor reasonably believes is purchasing the beneficial interest or Certificated Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A, and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Certificated Note will be subject to the restrictions on Transfer enumerated in the Restricted Securities Legend printed on the Restricted Certificated Note and/or Restricted Global Notes and in the Indenture and the Securities Act.

[14] NTD: Issuer to be confirmed.

2. □ **Check if Transfer is being made pursuant to Regulation S.** The Transfer is being effected pursuant to and in accordance with Rule 903 ("Rule 903") or Rule 904 ("Rule 904") of Regulation S ("Regulation S") under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a Person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, and (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Certificated Note will be subject to the restrictions on Transfer enumerated in the Restricted Securities Legend printed on the Restricted Certificated Note and/or Restricted Global Note and in the Indenture and the Securities Act.

3. □ **Check and complete if Transfer is being made pursuant to any provision of the Securities Act other than Rule 144A or Regulation S.** The Transfer is being effected in compliance with the transfer restrictions applicable to the Restricted Security and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

(a) □ such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act or pursuant to an effective registration statement under the Securities Act;

or

(b) □ such Transfer is being effected to the Company or a subsidiary thereof;

or

(c) □ such Transfer is being effected to an Institutional Accredited Investor and pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A, Rule 144, Rule 903 or Rule 904, and the Transferor hereby further certifies that it has not engaged in any general solicitation within the meaning of Regulation D under the Securities Act and the Transfer complies with the transfer restrictions applicable to the Restricted Security and the requirements of the exemption claimed, which certification is supported by (1) a certificate executed by the Transferee in the form of Exhibit H to the Indenture and (2) an opinion of counsel provided by the Transferor or the Transferee (a copy of which the Transferor has attached to this certification), to the effect that such Transfer is in compliance with the Securities Act. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Certificated Note will be subject to the restrictions on transfer enumerated in the Restricted Securities Legend printed on the Restricted Certificated Note and/or Restricted Global Note and in the Indenture and the Securities Act. For purposes of this provision, the term "*Institutional Accredited Investor*" shall mean an institution that is an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

_____
[Insert Name of Transferor]

By: _____

Name:_____
Title:_____

Dated: _____

EXHIBIT E

FORM OF CERTIFICATE OF EXCHANGE[15]

Global A&T Electronics Ltd.
[•]
Attention: [•]

[•]
Attention: [•]

Re: 8.50% SENIOR SECURED NOTES DUE 202[2]

Reference is hereby made to the Indenture dated as of [●], 2017 (the "Indenture") among Global A&T Electronics Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Company"), UTAC Holdings Ltd. ("Holdings"), the Subsidiary Guarantors listed on the signature pages hereto, and [•], as Trustee. Terms used herein are used as defined in the Indenture.

_____ (the "Owner") owns and proposes to exchange the Note[s] or interest in such Note[s] specified herein, in the principal amount of $_____ in such Note[s] or interests (the "Exchange"). In connection with the Exchange, the Owner hereby certifies that:

EXCHANGE OF RESTRICTED CERTIFICATED NOTES OR BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES FOR RESTRICTED CERTIFICATED NOTES OR BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES.

(a) ☐ **CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO RESTRICTED CERTIFICATED NOTE.** In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a Restricted Certificated Note with an equal principal amount, the Owner hereby certifies that the Restricted Certificated Note is being acquired for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Certificated Note issued will continue to be subject to the restrictions on transfer enumerated in the Restricted Securities Legend printed on the Restricted Certificated Note and in the Indenture and the Securities Act.

(b) ☐ **CHECK IF EXCHANGE IS FROM RESTRICTED CERTIFICATED NOTE TO BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE.** In

[15] NTD: Issuer to be confirmed.

connection with the Exchange of the Owner's Restricted Certificated Note for a beneficial interest in a Restricted Global Note, with an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Restricted Securities Legend printed on the Restricted Global Note and in the Indenture and the Securities Act.

_____
[Insert Name of Transferor]

By: _____

Name:_____
Title:_____

Dated: _____

Exhibit B

Restructuring Support Agreement,
dated as of November 2, 2017

EXECUTION VERSION

THIS GLOBAL SETTLEMENT, FORBEARANCE, AND RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

GLOBAL SETTLEMENT, FORBEARANCE, AND RESTRUCTURING SUPPORT AGREEMENT

This GLOBAL SETTLEMENT, FORBEARANCE, AND RESTRUCTURING SUPPORT AGREEMENT (as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, and including any exhibits, schedules, or annexes attached hereto, this "***Agreement***"), dated as of November 2, 2017, is entered into by and among the following parties:

(i) Global A&T Electronics Ltd. ("***GATE***"), on behalf of itself and its direct and indirect subsidiaries (collectively, the "***Company***");

(ii) UTAC Holdings Ltd. ("***UTAC***");

(iii) UTAC Manufacturing Services Holdings Pte. Ltd. on behalf of itself and its direct and indirect subsidiaries (collectively, "***UMS***");

(iv) Global A&T Holdings ("***Holdings***");

(v) Jade Electronics Holdings, Affinity Asia Pacific Fund III, L.P., Affinity Pacific Fund III (No. 2) L.P., Keystone Investment III L.P., and Affinity Fund III General Partner Limited (collectively, "***Affinity***" and together with the Affiliate Noteholder, the "***Affinity Entities***" and each an "***Affinity Entity***");

(vi) TPG Asia Unicorn, L.P., Newbridge Asia Unicorn, L.P., Newbridge Asia Genpar IV Advisors, Inc., and TPG Asia Genpar V Advisors, Inc. (each, a "***TPG Entity***" and collectively, "***TPG***" and each of Holdings, each Affinity Entity, and TPG, a "***Sponsor***," and, collectively, the "***Sponsors***," and, the Sponsors together with the UTAC Parties (as defined below), collectively, the "***Equity Parties***");

(vii) Costa Esmeralda Investments Limited (the "***Affiliate Noteholder***");

(viii) the undersigned entities that are (A) beneficial holders of the 10.00% Senior Secured Notes due 2019 issued on February 7, 2013 (such notes, the "***Initial Notes***," and, the holders thereof, the "***Initial Noteholders***") issued by GATE under that certain Indenture, dated as of February 7, 2013, by and among GATE, as issuer, certain of its subsidiaries, as guarantors, and Citicorp International Limited, as indenture trustee and security agent (the "***Indenture Trustee***")

(as amended, modified, or otherwise supplemented from time to time prior to the date hereof, the "***Existing Indenture***") and (B) if applicable, plaintiffs in the N.Y. Litigation Proceedings; and

(ix) the undersigned beneficial holders of the additional 10.00% Senior Secured Notes due 2019 issued on or about September 30, 2013, pursuant to the Existing Indenture (the "***Additional Notes***," and, together with the Initial Notes, collectively, the "***Senior Secured Notes***," and, the holders of the Additional Notes, including the Affiliate Noteholder, collectively, the "***Additional Noteholders***").

Each of the Company, the Equity Parties, the Consenting Noteholders (as defined below), and any subsequent person or entity that becomes a party hereto in accordance with the terms hereof, are referred to as the "***Parties***" and individually as a "***Party***."

Recitals

WHEREAS, the Parties have been engaged in wide-ranging disputes regarding a number of topics relating to the Company, including the N.Y. Litigation Proceedings (as defined below), some of which have been pending for more than three years; and

WHEREAS, the Parties have been engaged in good faith, arms'–length negotiations regarding a global resolution of these issues, which have lasted more than six months and included in person meetings at locations spanning the globe; and

WHEREAS, to preserve the going concern value of the Company and maximize distributions to the Company's stakeholders, the Parties have reached a global agreement consisting of a forbearance under the Senior Secured Notes, the settlement and release of any and all claims that have been or could have been pled in the N.Y. Litigation Proceedings, and a restructuring of the debt of the Company in accordance with the terms and conditions set forth in this Agreement, including, without limitation, the Term Sheet and all other exhibits, schedules, and annexes to this Agreement, each of which is incorporated by reference and made a part hereof and will include (i) the contribution by the Sponsors of 31% of the equity interests in UTAC, (ii) the contribution by UTAC of the business of UMS to the Company, (iii) the issuance of the New Equity, and (iv) the issuance of the New Secured Notes, the foregoing, collectively, the "***Restructuring***"); and

WHEREAS, the Company will commence voluntary reorganization cases (the "***Chapter 11 Cases***") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of New York, White Plains Division (the "***Bankruptcy Court***") for the purpose of seeking confirmation of a plan of reorganization (the "***Plan***") to implement the Restructuring in a manner that is consistent with this Agreement and otherwise in form and substance acceptable to the Parties as set forth herein; and

WHEREAS, the Parties have agreed consistent with the terms and conditions of this Agreement to negotiate in good faith with respect to the organization and governance of UTAC to be effective on the date on which the Restructuring is consummated consistent with the terms and conditions of this Agreement and pursuant to the Plan under applicable law.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Agreement

1. Certain Definitions.

As used in this Agreement, the following terms have the following meanings:

"***2014 N.Y. Action***" means the proceeding styled as *GSO Coastline Credit Partners LP, et al. v. Global A&T Electronics Ltd., et al.,* Index No. 650447/2014

"***2017 N.Y. Action***" means the proceeding styled as *Marble Ridge Capital LP and KLS Diversified Asset Management LP v. Global A&T Electronics Ltd., et al.*, Index No. 651724/2017.

"***Additional Noteholder Ad Hoc Group***" means that certain ad hoc committee of Additional Noteholders represented by Ropes & Gray LLP ("***Ropes***") and Houlihan Lokey.

"***Additional Noteholder Claims***" means any Noteholder Claim held by any Additional Noteholder.

"***Additional Noteholders***" shall have the meaning ascribed to such term in the preamble.

"***Additional Notes***" shall have the meaning ascribed to such term in the preamble.

"***Affiliate Noteholder***" shall have the meaning ascribed to such term in the preamble.

"***Affinity***" shall have the meaning ascribed to such term in the preamble.

"***Affinity Entity***" shall have the meaning ascribed to such term in the preamble.

"***Affinity Entities***" shall have the meaning ascribed to such term in the preamble.

"***Agreement Effective Date***" means the date on which counterpart signature pages to this Agreement shall have been executed and delivered by (i) the Company, (ii) each Equity Party, (iii) Consenting Initial Noteholders holding at least 66 2/3% in aggregate principal amount outstanding of the Initial Notes, and (iv) Additional Noteholders (including the Affiliate Noteholder) holding at least 66 2/3% in aggregate principal amount outstanding of the Additional Notes.

"***Alternative Transaction***" shall have the meaning ascribed to such term in Section 5.

"***BakerMcKenzie***" means Baker and McKenzie LLP, as counsel to the Affinity Entities, including the Affiliate Noteholder.

"***Bankruptcy Code***" shall have the meaning ascribed to such term in the recitals.

"***Bankruptcy Court***" shall have the meaning ascribed to such term in the recitals.

"***Board of Directors***" means with respect to any entity, its board of directors, board of managers, managing member, general partner, or other governing body constituted pursuant to its governing documents.

"***Brown Rudnick***" means Brown Rudnick LLP, as counsel to certain Consenting Initial Noteholders in connection with the 2017 N.Y. Action.

"***Cash Collateral Order***" shall have the meaning ascribed to such term in Section 2.

"***Chapter 11 Cases***" shall have the meaning ascribed to such term in the recitals.

"***Cleary***" means Cleary Gottlieb Steen & Hamilton LLP, as counsel to TPG.

"***Commencement Date***" shall have the meaning ascribed to such term in Section 4.

"***Company***" shall have the meaning ascribed to such term in the preamble.

"***Confidentiality Agreement***" shall have the meaning ascribed to such term in Section 5(b).

"***Confirmation Order***" shall have the meaning ascribed to such term in Section 2.

"***Consent Date***" means, collectively, the First Consent Date and the Second Consent Date.

"***Consenting Additional Noteholders***" means the Additional Noteholders, other than the Affiliate Noteholder, that become a party hereto in accordance with the terms hereof.

"***Consenting Initial Noteholders***" means the Initial Noteholders that become a party hereto in accordance with the terms hereof.

"***Consenting Noteholders***" means the Consenting Additional Noteholders and the Consenting Initial Noteholders.

"***Debtors***" means the Company and any affiliates, as debtors and debtors–in–possession, in the Chapter 11 cases.

"***Dechert Initial Noteholder Ad Hoc Group***" means that certain ad hoc committee of Initial Noteholders represented by Dechert LLP ("***Dechert***").

"***Definitive Documents***" shall have the meaning ascribed to such term in Section 2.

"***Disclosure Statement***" means the disclosure statement for the Plan to be approved by the Bankruptcy Court.

"***Disclosure Statement Motion***" shall have the meaning ascribed to such term in Section 2.

"***Disclosure Statement Order***" shall have the meaning ascribed to such term in Section 2.

"***Drew & Napier***" means Drew & Napier LLC as primary Singapore counsel to the Milbank Initial Noteholder Ad Hoc Group.

"***Effective Date***" means the date upon which all conditions precedent to the effectiveness of the Plan have been satisfied or are expressly waived in accordance with the terms thereof, as the case may be, and on which the Restructuring and the other transactions to occur on such date pursuant to the Plan become effective or are consummated, under the terms of the Plan and applicable law.

"***Equity Parties***" shall have the meaning ascribed to such term in the preamble. For the avoidance of doubt, references to the Equity Parties shall include the Affiliate Noteholder.

"***Exchange***" shall have the meaning ascribed to such term in the Release.

"***Existing Indenture***" shall have the meaning ascribed to such term in the preamble.

"***First Consent Date***" shall have the meaning ascribed to such term in **Exhibit F**.

"***Forbearance Fee***" shall mean the fee to be paid pursuant to Section 30 of this Agreement as set forth in **Exhibit F**.

"***GATE***" shall have the meaning ascribed to such term in the preamble.

"***Holdings***" shall have the meaning ascribed to such term in the preamble.

"***Houlihan Lokey***" means Houlihan Lokey as financial advisor to the Additional Noteholder Ad Hoc Group.

"***Indenture Trustee***" shall have the meaning ascribed to such term in the preamble.

"***Initial Noteholders***" shall have the meaning ascribed to such term in the preamble.

"***Initial Noteholder Claims***" means any Noteholder Claim held by an Initial Noteholder in its capacity as a holder of Initial Notes.

"***Initial Notes***" shall have the meaning ascribed to such term in the preamble.

"***Intercreditor Agreement***" means that certain Intercreditor Agreement, dated as of October 30, 2007, among JPMorgan Chase Bank, N.A., as administrative agent, Global A&T Electronics Ltd., A&T Global Finco Ltd., and each of the other loan parties thereto, as modified, amended, or supplemented from time to time.

"***Joinder Agreement***" shall have the meaning ascribed to such term in Section 5(b).

"***Kirkland***" shall mean, collectively, Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as counsel to the Company.

"***Litigant***" means a plaintiff or a defendant in any of the N.Y. Litigation Proceedings.

"***Litigant Claims***" means any and all claims arising under the N.Y. Litigation Proceedings, the facts related to the N.Y. Litigation Proceedings, or any other ancillary or related judicial, administrative, or other similar proceeding, including, without limitation, any claims that were

pleaded or could have been pleaded in the N.Y. Litigation Proceedings by any Litigant and any right of any Litigant to arbitration or mediation with respect thereto.

"***Lowenstein***" means Lowenstein Sandler LLP, as counsel to certain Consenting Initial Noteholders in connection with the 2014 N.Y. Action.

"***Milbank Initial Noteholder Ad Hoc Group***" means that certain ad hoc committee of Initial Noteholders represented by Milbank, Tweed, Hadley, & McCloy LLP ("***Milbank***") and PJT.

"***Milestones***" shall have the meaning ascribed to such term in Section 4.

"*N.Y. Litigation Proceedings*" means, collectively, the 2014 N.Y. Action and the 2017 N.Y. Action.

"***New Equity***" means the equity issued pursuant to the New Equity Documents in accordance with the Restructuring and the Plan.

"***New Equity Documents***" shall have the meaning ascribed to such term in Section 2.

"***New Indenture Documents***" shall have the meaning ascribed to such term in Section 2.

"***New Secured Notes***" means the $665,000,000 in new secured first-lien notes to be issued on the Effective Date by Reorganized GATE under the New Indenture Documents, which shall be acceptable to the Company, the Equity Parties, and the Required Consenting Noteholders.

"***Noteholder Claims***" means any and all claims arising under the Existing Indenture or the Senior Secured Notes, including any Litigant Claims.

"***Original Dechert Members***" means at any relevant time, any of (a) Taconic Capital Advisors LP, Marble Ridge Master Fund LP, and KLS Diversified Asset Management (in each case, together with its affiliated funds and managed accounts that hold Initial Notes), in each case, so long as at such time, such entity has remained a member of the Dechert Initial Noteholder Ad Hoc Group and a Consenting Initial Noteholder under this Agreement and (b) shall not include any transferee of the foregoing Consenting Initial Noteholders.

"***Original Milbank Members***" means at any relevant time, any of (a) GSO Capital Partners LP, IP All Seasons Asian Credit Fund, Brigade Capital Management, LP, and Southpaw Credit Opportunity Master Fund L.P. (in each case, together with its affiliated funds and managed accounts that hold Initial Notes), in each case, so long as at such time, such entity has remained a member of the Milbank Initial Noteholder Ad Hoc Group and a Consenting Initial Noteholder under this Agreement and (b) shall not include any transferee of the foregoing Consenting Initial Noteholders.

"***Party***" or "***Parties***" as applicable shall have the meaning ascribed to such term in the preamble.

"***Permitted Transfer***" shall have the meaning ascribed to such term in Section 5(b).

"***Permitted Transferee***" shall have the meaning ascribed to such term in Section 5(b).

"***PJT***" means PJT Partners LP as financial advisor to the Milbank Initial Noteholder Ad Hoc Group.

"***Plan***" shall have the meaning ascribed to such term in the preamble.

"***Plan Supplement***" shall have the meaning ascribed to such term in Section 2.

"***Pro Rata Share***" means, as of the applicable date specified in Section 30, (a) with respect to an Initial Noteholder Claim, the proportion that an Initial Noteholder Claim then held by a Consenting Initial Noteholder as of such date bears to the aggregate amount of Initial Noteholder Claims then held by all Consenting Initial Noteholders as of such date, and (b) with respect to an Additional Noteholder Claim, the proportion that an Additional Noteholder Claim then held by a Consenting Additional Noteholder or Affiliate Noteholder as of such date bears to the aggregate amount of Additional Noteholder Claims then held by all Consenting Additional Noteholders and the Affiliate Noteholder as of such date.

"***Release***" means the Debtor release, third-party release, injunction, and exculpation provisions substantially in the form attached hereto as **Exhibit D**, to be included in the Plan.

"***Reorganized Debtors***" means the Company as reorganized pursuant to the Restructuring.

"***Reorganized GATE***" means GATE as reorganized pursuant to the Restructuring.

"***Required Consenting Additional Noteholders***" means at any relevant time, the Consenting Additional Noteholders that hold greater than 66 2/3% of the outstanding principal amount of the Additional Notes held by all Consenting Additional Noteholders subject to this Agreement.

"***Required Consenting Initial Noteholders***" means at any relevant time, either (i) the Consenting Initial Noteholders that hold greater than 66 2/3% of the outstanding principal amount of the Initial Notes held by all Consenting Initial Noteholders subject to this Agreement and must include at least (a) one of the Original Dechert Members and (b) one of the Original Milbank Members; provided that in the event that (x) the aggregate outstanding principal amount of Initial Notes collectively held by either the Original Dechert Members or the Original Milbank Members decreases by 25% or more from the aggregate outstanding principal amount of Initial Notes collectively held by such Original Dechert Members or Original Milbank Members, respectively, as of the Agreement Effective Date, or (y) at any time there are either less than two Original Dechert Members or less than two Original Milbank Members (as such terms are defined in this Agreement), then from such time, "Required Consenting Initial Noteholders" shall mean the Consenting Initial Noteholders that hold greater than 66 2/3% of the outstanding principal amount of the Initial Notes held by all Consenting Initial Noteholders subject to this Agreement; or (ii) the Consenting Initial Noteholders that hold greater than 75% of the outstanding principal amount of the Initial Notes held by all Consenting Initial Noteholders subject to this Agreement. For the avoidance of doubt, at any time, the Consenting Initial Noteholders that hold greater than 75% of the outstanding principal amount of the Initial Notes held by all Consenting Initial Noteholders subject to this Agreement shall constitute Required Consenting Initial Noteholders.

"***Required Consenting Noteholders***" means at any relevant time, collectively, the Required Consenting Initial Noteholders and the Required Consenting Additional Noteholders.

"***Required Parties***" means, collectively, the Company, the Equity Parties, and the Required Consenting Noteholders.

"***Restructuring***" shall have the meaning ascribed to such term in the recitals.

"***Second Consent Date***" shall have the meaning ascribed to such term in **Exhibit F**.

"***Senior Secured Notes***" shall have the meaning ascribed to such term in the preamble.

"***Solicitation Commencement Date***" shall have the meaning ascribed to such term in Section 4.

"***Solicitation Materials***" shall have the meaning ascribed to such term in Section 2.

"***Sponsor***" or "***Sponsors***" shall have the meaning ascribed to such term in the preamble.

"***Sponsor Claims***" means (a) any and all claims arising under the governance documents of the Company or UTAC or, as applicable, general corporate, limited liability company, or partnership statutes of the jurisdiction of incorporation or formation, or pursuant to contract or written agreement, including without limitation any shareholder, management, advisory, consulting, investor rights, or other agreements which benefit either or both of the Sponsors, (b) any and all Litigant Claims held by such Sponsors, (c) any and all Noteholder Claims held by such Sponsors, and (d) any and all Claims of the Affiliate Noteholder as beneficial holder of Additional Notes.

"***Support Period***" means the period commencing on the Agreement Effective Date and ending on the earlier of (i) the date on which this Agreement is terminated in accordance with Section 8 and (ii) the Effective Date.

"***Terminating Consenting Noteholders***" shall have the meaning ascribed to such term in Section 8.

"***Term Sheet***" means the term sheet attached hereto as **Exhibit A**.

"***TPG***" shall have the meaning ascribed to such term in the preamble to this Agreement.

"***TPG Entity***" shall have the meaning ascribed to such term in the preamble.

"***Transfer***" shall have the meaning ascribed to such term in Section 5(b).

"***Transfer Agreement***" shall have the meaning ascribed to such term in Section 5(b).

"***UMS***" shall have the meaning ascribed to such term in the preamble.

"***UTAC***" shall have the meaning ascribed to such term in the preamble.

"***UTAC Parties***" shall mean, collectively, UMS and UTAC.

2. Definitive Documents.

The definitive documents with respect to the Restructuring (collectively, the "***Definitive Documents***") shall include all documents (including any related orders, agreements, instruments, schedules, or exhibits) that are contemplated by this Agreement and that are otherwise necessary to implement, or otherwise relate to the Restructuring, including, without limitation, to the extent applicable: (i) the Plan (which shall include the Release); (ii) the documents to be filed in the supplement to the Plan (collectively, the "***Plan Supplement***"); (iii) the Disclosure Statement and other solicitation materials in respect of the Plan (such materials, collectively, the "***Solicitation Materials***"); (iv) the motion seeking approval of the Disclosure Statement and Solicitation Materials (the "***Disclosure Statement Motion***") and the order approving the Disclosure Statement and Solicitation Materials (the "***Disclosure Statement Order***"); (v) the order confirming the Plan (which order may be contained in the same order as the Disclosure Statement Order) (the "***Confirmation Order***"); (vi) the motion seeking approval of the Company's use of cash collateral and related documents with respect thereto, including the order (the "***Cash Collateral Order***"); (vii) any shareholder agreement, organizational documents, evidence of equity interests, if applicable, including share certificates, unit certificates, certified capitalization tables, or other mutually agreed evidence of equity interests to be issued in accordance with the Term Sheet, management services agreements, shareholder and member-related agreements or other governance documents for UTAC and the reorganized Company, that shall include the minority equity holder protections set forth on **Exhibit E** attached hereto (the "***New Equity Documents***"); (viii) the indenture and related security documents for the New Secured Notes to be issued in accordance with the Term Sheet in connection with the Restructuring (the "***New Indenture Documents***"); and (ix) the documents other than the Plan, if any, related to the contribution by UTAC of the business of UMS to the Company. Except for the terms set forth in the Term Sheet and the Release, the Definitive Documents remain subject to negotiation and completion and shall, upon completion, contain terms, conditions, representations, warranties, and covenants consistent in all material respects with the terms of this Agreement, including the Term Sheet, and otherwise be in form and substance acceptable to the Company and reasonably acceptable to the Equity Parties, and the Required Consenting Noteholders; *provided* that additionally (without limiting the foregoing consent and approval rights), (A) the New Equity Documents shall be acceptable in all respects to the Company, the Equity Parties, and the Required Consenting Additional Noteholders (and, notwithstanding anything else in this Agreement to the contrary, other than with respect to organizational documents, need not be acceptable to any Consenting Initial Noteholders in any respect and the Consenting Initial Noteholders shall have no approval rights of such documents); (B) the New Indenture Documents shall be acceptable in all material respects to the Company and the Required Consenting Noteholders; and (C) the Cash Collateral Order shall be acceptable in all material respects to the Company and the Required Consenting Noteholders and shall provide among other things, that (1) the Company will pay the fees and expenses of Milbank, Drew & Napier, PJT, Lowenstein, Brown Rudnick, Ropes, Houlihan Lokey, local counsel to the Additional Noteholder Ad Hoc Group, and Dechert in the manner set forth in this Agreement and (2) that the exercise of any rights under this Agreement by any Party shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code.

3. [Reserved.]

4. Milestones.

On and after the Agreement Effective Date, the Company shall use commercially reasonable efforts to implement the Restructuring in accordance with the following milestones (the "***Milestones***"), as applicable, unless extended or agreed to in writing (which may be by electronic mail) by counsel to the Company, the Equity Parties, and the Required Consenting Noteholders; provided that the Milestone in clause 4(b) may be extended in writing by counsel to the Company, the Equity Parties, and the Required Consenting Additional Noteholders, without the consent of the Required Consenting Initial Noteholders:

a. by no later than November 20, 2017 (the "***Solicitation Commencement Date***"), the Company will have commenced a solicitation of the Plan and distributed Solicitation Materials, including the New Equity Documents and the New Indenture Documents, to entities entitled to vote on the Plan;

b. by no later than the Solicitation Commencement Date, the forms of the New Equity Documents shall have been agreed in form and substance as set forth in this Agreement;

c. prior to December 14, 2017, Initial Noteholders holding at least 66 2/3% in aggregate principal amount outstanding of the Initial Notes shall have submitted ballots voting to accept the Plan;

d. prior to December 14, 2017, Additional Noteholders holding at least 66 2/3% in aggregate principal amount outstanding of the Additional Notes, including the Affiliate Noteholder, shall have submitted ballots voting to accept the Plan;

e. by no later than December 17, 2017, the Company shall have completed the solicitation and commenced the Chapter 11 Cases in the Bankruptcy Court (the "***Commencement Date***");

f. by no later than five (5) business days after the Commencement Date, the Company shall have obtained entry of the interim Cash Collateral Order;

g. by no later than 45 days after the Commencement Date, the Company shall have obtained entry of (A) the Disclosure Statement Order, (B) the Confirmation Order, and (C) the final Cash Collateral Order; and

h. by no later than 90 days from the Commencement Date, the Effective Date shall have occurred.

5. Agreements of the Consenting Noteholders.

a. Restructuring Support. During the Support Period, subject to the terms and conditions of this Agreement, each Consenting Noteholder agrees, severally and not jointly, that it shall:

(i) use its commercially reasonable efforts to support the Restructuring to the extent consistent with the terms and conditions of this Agreement, and to act in good faith and take

all commercially reasonable actions necessary to consummate the Restructuring, and, to the extent eligible to vote to accept or reject the Plan, to the extent consistent with the terms and conditions of this Agreement, and upon receipt of a Disclosure Statement that complies with applicable law and is consistent with the terms and conditions of this Agreement, vote each of its Noteholder Claims and Litigant Claims to (A) accept the Plan to the extent consistent with the terms and conditions of this Agreement, by delivering its duly executed and completed ballot(s) accepting the Plan on a timely basis and (B) not withdraw, amend, or revoke (or cause to be withdrawn, amended, or revoked) its vote with respect to such Plan, *provided*, that the votes of the Consenting Noteholders shall be immediately and automatically without further action of any Consenting Noteholder revoked and deemed null and void *ab initio* upon termination of this Agreement pursuant to Section 8 prior to the Effective Date in accordance with the terms hereof;

(ii) neither direct the Indenture Trustee to take any action, nor solicit, encourage or support any other person to (A) take any action, inconsistent with such Consenting Noteholder's obligations under this Agreement, nor (B) exercise any right or remedy for the enforcement, collection, or recovery of any claim against the Company or any direct or indirect subsidiaries of the Company except in a manner consistent with this Agreement, including, without limitation and for the avoidance of any doubt, seeking to initiate involuntary bankruptcy proceedings, the appointment of a provisional liquidator, or seeking to initiate any other sort of insolvency proceeding in a court of competent jurisdiction, or otherwise exercising any right or remedy under the Existing Indenture or any related security agreement (including the right to direct the Indenture Trustee to accelerate any obligations under the Existing Indenture), with respect to the coupon payment that was payable as of August 1, 2017, or otherwise;

(iii) negotiate in good faith, and execute (as applicable), deliver, and perform its obligations under each of the applicable Definitive Documents and use commercially reasonable efforts to take any and all necessary actions to the extent consistent with the terms and conditions of this Agreement in furtherance of the Restructuring;

(iv) (A) support and take all commercially reasonable actions necessary or reasonably requested by the Company to facilitate the solicitation, confirmation, approval, and consummation of the Restructuring, as applicable, and to the extent consistent with the terms and conditions in this Agreement; (B) not take any action directly or indirectly that is inconsistent with, or that would reasonably be expected to prevent, interfere with, delay, or impede the solicitation of votes on the Plan and the confirmation, approval, and consummation of the Restructuring, in each case to the extent applicable, and to the extent consistent with the terms and conditions of this Agreement, including soliciting or causing or allowing any of its agents or representatives to solicit any agreements relating to any restructuring transaction (including, for the avoidance of doubt, a transaction premised on an asset sale, a chapter 11 plan other than one that implements the Restructuring, or otherwise) for the Company or any Equity Party (or any subsidiary thereof), other than the Restructuring (any such transaction, an "***Alternative Transaction***"), (C) not directly or indirectly propose, file, support, vote for, consent to, encourage, or take any other action in furtherance of the negotiation or formulation of any plan of reorganization, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring for any of the Company other than the Restructuring, and (D) not, nor encourage any other person to, take any action that would, or would reasonably be expected to, breach or be inconsistent with this Agreement or delay, impede, appeal,

or take any other negative action, directly or indirectly, to interfere with the acceptance or implementation of the Restructuring to the extent such Restructuring is consistent with the terms and conditions of this Agreement;

(v) support and consent to the Release provisions contained in this Agreement, and their approval in the Plan; and

(vi) to the extent it is a party to a N.Y. Litigation Proceeding, use commercially reasonable efforts to obtain the consent of the court in such proceeding to hold in abeyance any request, motion, pleading, action or hearing (except to the extent necessary to obtain or maintain such consent) in connection with such N.Y. Litigation Proceedings, and cooperate with all other parties to such proceedings to accomplish the same.

b. Transfers. During the Support Period, subject to the terms and conditions hereof, each Consenting Noteholder agrees, solely with respect to itself, that it shall not directly or indirectly sell, use, pledge, assign, transfer, permit the participation in, or otherwise dispose of (each, a "***Transfer***") any ownership (including any beneficial ownership)[1] in its Noteholder Claims (or any rights relating thereto including any Litigant Claims), or any option thereon or any right or interest therein (including by granting any proxies or depositing any interests in the Noteholder Claims into a voting trust or by entering into a voting agreement with respect to the Noteholder Claims), unless the intended transferee (A) is a Consenting Noteholder or an Equity Party and executes and delivers to Kirkland, Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, an executed transfer agreement in the form attached hereto as **Exhibit B** (a "***Transfer Agreement***") before such Transfer is effective (it being understood that any Transfer shall be void *ab initio* and shall not be effective as against the Company or with respect to this Agreement or the transactions contemplated herein until notification of such Transfer and a copy of the executed Transfer Agreement has been received by Kirkland, Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, in each case, on the terms set forth herein) or (B) executes and delivers to Kirkland, Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, an executed transfer and joinder agreement in the form attached hereto as **Exhibit C** (a "***Joinder Agreement***") before such Transfer is effective (it being understood that any Transfer shall be void *ab initio* and shall not be effective as against the Company or with respect to this Agreement or the transactions contemplated herein until notification of such Transfer and a copy of the executed Joinder Agreement has been received by Kirkland, Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, in each case, on the terms set forth herein) (such transfer, a "***Permitted Transfer***" and such party to such Permitted Transfer, a "***Permitted Transferee***").

(i) Notwithstanding anything to the contrary herein, (i) a Qualified Marketmaker[2] that acquires any Noteholder Claims with the purpose and intent of acting as a

[1] As used herein, the term "***beneficial ownership***" means the direct or indirect economic ownership of, and/or the power, whether by contract or otherwise, to direct the exercise of the voting rights and the disposition of, the Noteholder Claims or the right to acquire such Noteholder Claims.

[2] As used herein, the term "***Qualified Marketmaker***" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Company (or enter with customers into long and short positions in claims against the Company), in its capacity as a dealer or market maker in claims against the Company and (b) is, in

Qualified Marketmaker for such Noteholder Claims, shall not be bound by the terms and conditions set forth in this Agreement if such Qualified Marketmaker transfers such Noteholder Claims (by purchase, sale, assignment, participation, or otherwise) within ten (10) business days of its acquisition to a Consenting Noteholder or Permitted Transferee and the transfer otherwise is a Permitted Transfer, and (ii) to the extent any Party is acting solely in its capacity as a Qualified Marketmaker, it may Transfer any ownership interests in the Noteholder Claims that it acquires from a holder of Noteholder Claims that is not a Consenting Noteholder to a transferee that is not a Consenting Noteholder at the time of such Transfer without the requirement that the transferee be or become a signatory to this Agreement or execute a Transfer Agreement.

(ii) This Agreement shall in no way be construed to preclude the Consenting Noteholders from acquiring additional Noteholder Claims; provided that (A) any Consenting Noteholder that acquires additional Noteholder Claims during the Support Period shall promptly notify Kirkland, Milbank, Ropes, Dechert, Cleary, and BakerMcKenzie of such acquisition, including the amount of Initial Noteholder Claims and Additional Noteholder Claims acquired, as applicable, and (B) such acquired Noteholder Claims shall automatically and immediately upon acquisition by a Consenting Noteholder be deemed to be subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to the Company).

(iii) This Section 5(b) shall not impose any obligation on the Company to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Noteholder to Transfer any Noteholder Claims. Notwithstanding anything to the contrary herein, to the extent the Company and another Party have entered into a separate agreement with respect to the issuance of a "cleansing letter" or other public disclosure of information (each such executed agreement, a "***Confidentiality Agreement***"), the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms.

(iv) Any Transfer made in violation of this Section 5(b) shall be void *ab initio*. Upon the completion of any Transfer of Noteholder Claims in accordance with this Section 5(b), the Permitted Transferee shall be deemed a Consenting Noteholder hereunder with respect to such transferred Noteholder Claims and the transferor shall be deemed to relinquish its rights and claims (and be released from its obligations under this Agreement) with respect to such transferred Noteholder Claims; provided, that if such transferor retains any rights related to such Noteholder Claims (including any Litigant Claims), such transferor shall remain subject to the provisions of this Agreement with respect to such rights (including such Litigant Claims).

(v) Each Consenting Noteholder agrees to provide, on two business days' notice, its current holdings of Noteholder Claims to Kirkland, Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, on a professionals' eyes only basis.

6. Agreements of the Equity Parties.

fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

Restructuring Support. During the Support Period, subject to the terms and conditions of this Agreement, including without limitation Section 11, each Equity Party agrees that it shall, and shall cause its direct and indirect subsidiaries to:

(i) use its commercially reasonable efforts to support the Restructuring to the extent consistent with the terms and conditions of this Agreement and to act in good faith and take all reasonable actions necessary to consummate the Restructuring and, to the extent eligible to vote to accept or reject the Plan to the extent consistent with the terms and conditions of this Agreement, and upon receipt of a Disclosure Statement, prospectus, or similar information statement that complies with applicable law and is consistent with the terms and conditions of this Agreement, vote each of its Sponsor Claims to (A) accept the Plan to the extent consistent with the terms and conditions of this Agreement, by delivering its duly executed and completed ballot(s) accepting the Plan, on a timely basis and (B) not withdraw, amend, or revoke (or cause to be withdrawn, amended, or revoked) its vote with respect to the Plan; *provided* that the votes of the Equity Parties shall be immediately and automatically without further action of the Equity Parties revoked and deemed null and void *ab initio* upon termination of this Agreement pursuant to Section 8 prior to the Effective Date in accordance with the terms hereof;

(ii) negotiate in good faith and timely approve, execute (as applicable), deliver, and perform its obligations under each of the applicable Definitive Documents and use commercially reasonable efforts to take any and all necessary actions to the extent consistent with the terms and conditions in this Agreement in furtherance of the Restructuring;

(iii) (A) support and take all commercially reasonable actions necessary or reasonably requested by the Company to facilitate the approval, solicitation, confirmation, and consummation of the Restructuring, in each case as applicable, and to the extent consistent with the terms and conditions in this Agreement, (B) not take any action directly or indirectly that is inconsistent with, or that would reasonably be expected to prevent, interfere with, delay, or impede the solicitation of votes on the Plan and the approval, confirmation, and consummation of the Restructuring, in each case to the extent applicable, and to the extent consistent with the terms and conditions in this Agreement, including soliciting or causing or allowing any of its agents, representatives, or any Equity Party or any agent or representative thereof, to solicit any agreements relating to any Alternative Transaction, (C) not directly or indirectly propose, file, support, vote for, consent to, encourage, or take any other action in furtherance of the negotiation or formulation of any plan of reorganization, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring for any of the Company other than the Restructuring, and (D) not, nor encourage any other person to, take any action which would, or would reasonably be expected to, breach or be inconsistent with this Agreement or delay, impede, appeal, or take any other negative action, directly or indirectly, to interfere with the acceptance or implementation of the Restructuring to the extent such Restructuring is consistent with the terms and conditions in this Agreement;

(iv) not Transfer, offer, or contract to Transfer other than to a person or entity that is bound by, or that agrees to be bound by executing a Joinder Agreement prior to the consummation of such Transfer, in whole or in part, any portion of its right, title, or interests in

any of its shares, stock or other interests in, or claims against the Company or any Consenting Noteholder and any Transfer in violation of this paragraph shall be void *ab initio*;

(v) support and consent to the Release provisions contained in this Agreement, and their approval in the Plan;

(vi) not directly or indirectly (A) propose, file, support, vote for, consent to, encourage, or take any other action in furtherance of the negotiation or formulation of any plan of reorganization, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring for the Company other than the Restructuring; or (B) object to, delay, impede, or take any other action that is inconsistent with, or that would be reasonably expected to prevent, delay, interfere with, or obstruct the proposal, solicitation, confirmation, or consummation of the Plan and that is consistent with the terms and conditions of this Agreement, including engaging in any legal proceeding to object to or interfere with, the acceptance or implementation of the Restructuring, to the extent consistent with the terms and conditions of this Agreement, in accordance with the Plan in each case, to the extent consistent with the terms and conditions of this Agreement;

(vii) take no action that would prevent UMS from (A) carrying on the business of UMS in the ordinary course and in a manner consistent with past practices so as to preserve intact such businesses and its assets and (B) preserving its material relationships with customers, suppliers, licensors, licensees, distributors, and others having material business dealings with UMS;

(viii) take no action to cause UMS to (A) enter into any definitive documentation with respect to, or consummate, any transaction that is material to the business or the assets of UMS, the Company, or their respective subsidiaries other than transactions in the ordinary course of business or that are consistent with past practices, or matters identified in email correspondence provided on or prior to the date of this Agreement from Kirkland to the advisors to the Milbank Initial Noteholder Ad Hoc Group, the Dechert Initial Noteholder Ad Hoc Group, and the Additional Noteholder Ad Hoc Group or (B) to issue any dividends or similar payments, in each case, except as expressly set forth in this Agreement or with the prior written consent of the Required Consenting Initial Noteholders and the Required Consenting Additional Noteholders;

(xiv) use commercially reasonable efforts to (A) obtain the consent of the court in any N.Y. Litigation Proceedings to hold in abeyance any action or hearing in connection with such N.Y. Litigation Proceedings pending the Effective Date and (B) cooperate with all other parties to such proceedings to accomplish the same; and

(xv) the Affiliate Noteholder agrees to provide, on two business days' notice, its current holdings of Noteholder Claims to Kirkland, Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, on a professionals' eyes only basis.

7. <u>Agreements of the Company</u>.

a. <u>Restructuring Support</u>. During the Support Period, subject to the terms and conditions of this Agreement, including without limitation Section 11, the Company agrees that it

shall, and shall cause each of its subsidiaries included in the definition of Company to, without limitation:

(i) use commercially reasonable efforts to implement the Restructuring in accordance with the terms and conditions set forth in this Agreement;

(ii) implement and consummate the Restructuring in a timely manner and take any and all commercially reasonable and appropriate actions in furtherance of the Restructuring, as contemplated under this Agreement;

(iii) negotiate in good faith, and timely approve, execute (as applicable), deliver, and perform its obligations under each of the applicable Definitive Documents and take any and all necessary and appropriate actions in furtherance of the Definitive Documents and this Agreement;

(iv) (A) support and take all reasonable actions necessary or reasonably requested by the other Required Parties to facilitate the approval, solicitation, confirmation, and consummation of the Restructuring, as applicable, (B) not take any action directly or indirectly that is inconsistent with, or that would reasonably be expected to prevent, interfere with, delay, or impede the solicitation of votes on the Plan and the confirmation and consummation of the Restructuring, in each case to the extent applicable, and to the extent consistent with the terms and conditions in this Agreement, including, without limitation, soliciting or causing or allowing any of its agents or representatives to solicit any agreements relating to any Alternative Transaction, (C) except as expressly provided in this Agreement, not directly or indirectly propose, file, support, vote for, consent to, encourage, or take any other action in furtherance of the negotiation or formulation of any plan of reorganization, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring in any jurisdiction anywhere in the world for any of the Company other than the Restructuring, and (D) not, nor encourage any other person to, take any action which would, or would reasonably be expected to, breach or be inconsistent with this Agreement or delay, impede, appeal, or take any other negative action, directly or indirectly, to interfere with the acceptance or implementation of the Restructuring in all respects consistent with the terms and conditions in this Agreement;

(v) support and consent to the Release provisions contained in this Agreement, and their approval in the Plan;

(vi) to the extent reasonably practicable under the circumstances, provide draft copies of all motions or applications and other documents the Company intends to file with the Bankruptcy Court to Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, at least three (3) business days (or such shorter prior review as necessary in light of exigent circumstances) prior to the date when the Company intends to file or execute such document and shall consult in good faith with such parties regarding the form and substance of such proposed filing with the Bankruptcy Court;

(vii) provide to the Consenting Noteholders and the Equity Parties and/or their respective professionals; (A) upon reasonable advance notice to the Company's counsel,

reasonable access (without any material disruption to the conduct of the Company's business) during normal business hours to the Company's books, records, and facilities; (B) upon reasonable advance notice to the Company's counsel, reasonable access to the respective management and advisors of the Company for the purposes of evaluating the Company's finances and operations and participating in the planning process with respect to the Restructuring; (C) reasonable access to any non-confidential information provided to any existing or prospective financing sources (including lenders under any exit financing); (D) timely updates regarding the Restructuring, including any material developments or any material conversations with parties in interest; (E) timely notification of the occurrence of the Agreement Effective Date; (F) upon request by any Consenting Noteholder, the percentage of Consenting Noteholders that have become a party to this Agreement; and (G) any other reasonable information related to the Restructuring reasonably requested by the Consenting Noteholders in writing (email shall suffice) from the Company's professionals.

(viii) support and take all actions as are reasonably necessary and appropriate to obtain any and all required regulatory and/or third-party approvals to consummate the Restructuring;

(ix) to the extent applicable, object, in a reasonable manner, to any motion filed with the Bankruptcy Court by any person (A) seeking the entry of an order terminating the Company's exclusive right to file and/or solicit acceptances of a plan of reorganization; or (B) seeking the entry of an order terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any material asset that, to the extent such relief was granted, would have a material adverse effect on the consummation of the Restructuring transactions;[3]

(x) to the extent applicable, not file any pleading seeking entry of an order, and object, in a reasonable manner, to any motion filed by any other Party with the Bankruptcy Court by any Person seeking the entry of an order, (A) directing the appointment of an examiner or a trustee, (B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing the Chapter 11 Cases, or (D) for relief that (1) is inconsistent with this Agreement in any respect or (2) would reasonably be expected to, frustrate the purposes of this Agreement, including by preventing the consummation of the Restructuring.

(xi) use its commercially reasonable efforts to (A) carry on the business of the Company in the ordinary course and in a manner consistent with past practices, preserve intact such businesses and their assets, and (B) preserve its material relationships with customers, suppliers, licensors, licensees, distributors and others having material business dealings with the Company;

(xii) not solicit, negotiate, or enter into any transaction that is material to the business or the assets of the Company other than (A) transactions in the ordinary course of business

[3] Upon execution of this Agreement, each Party shall be deemed to acknowledge and agree that Douglas Devine provided notice of his intent to resign as the Company's Chief Financial Officer and any other related positions with the Company or the Equity Parties, and such resignation shall not and will not be the basis to terminate this Agreement.

or that are consistent with past practices, and (B) matters identified in email correspondence from Kirkland to the advisors to the Milbank Initial Noteholder Ad Hoc Group, the Dechert Initial Noteholder Ad Hoc Group, and the Additional Noteholder Ad Hoc Group, in each case, except as expressly set forth in this Agreement or with the prior written consent of the Required Consenting Initial Noteholders and the Required Consenting Additional Noteholders; and

(xiii) use commercially reasonable efforts to (A) obtain the consent of the court in any N.Y. Litigation Proceedings to hold in abeyance any action or hearing in connection with such N.Y. Litigation Proceedings and (B) cooperate with all other parties to such proceedings to accomplish the same.

b. Automatic Stay. The Company acknowledges and agrees and shall not dispute that after the commencement of the Chapter 11 Cases, if applicable, the giving of notice of termination by any Party pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and the Company hereby waives, to the fullest extent permitted by law, the applicability of the automatic stay to the giving of such notice).

8. Termination of Agreement.

a. Automatic Termination. This Agreement shall terminate automatically, without any further action required by any Party, upon the occurrence of the Effective Date.

b. Consenting Noteholder Termination Events. This Agreement may be terminated by the Required Consenting Initial Noteholders or the Required Consenting Additional Noteholders, by the delivery to each of the parties hereto (such Consenting Noteholders seeking to terminate, the "***Terminating Consenting Noteholders***") of a written notice in accordance with Section 23, stating in reasonable detail the reasons for such termination, upon the occurrence and continuation of any of the following events:

(i) the breach by any Party, other than the Terminating Consenting Noteholders, of (A) any affirmative or negative covenant contained in this Agreement or (B) any other obligations of such breaching Party set forth in this Agreement, in each case, in any material respect and which breach is continuing for a period of three (3) business days following such breaching Party's receipt of written notice pursuant to Section 23 (which written notice shall set forth in detail the alleged basis for such termination), which written notice will set forth in detail the alleged breach; *provided* that such termination right shall be ineffective if the breaching Party is a Consenting Noteholder other than the Terminating Consenting Noteholder and at such time, (x) Consenting Initial Noteholders holding at least 66 2/3% in aggregate principal amount outstanding of the Initial Notes and (y) holders of the Additional Notes holding at least 66 2/3% in aggregate principal amount outstanding of the Additional Notes have not breached this Agreement in any material respect;

(ii) any representation or warranty in this Agreement made by the Company or the Equity Parties shall have been untrue in any material respect when made, and such breach is continuing for a period of three (3) business days following, as applicable, the applicable Equity Party or the Company's receipt of written notice pursuant to Section 23, which written notice will set forth in detail the alleged breach;

(iii) the Company or any Equity Party files, supports, or fails to timely object to, any motion, pleading, or related document with a court of competent jurisdiction in a manner that is materially inconsistent with this Agreement, and such motion, pleading, or related document has not been withdrawn after three (3) business days of such party receiving written notice in accordance with Section 23 that such motion, pleading, or related document is materially inconsistent with this Agreement;

(iv) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment, or order enjoining the consummation of or rendering illegal the Restructuring or any material portion thereof, and such ruling, judgment, or order has not been reversed or vacated within thirty (30) calendar days after such issuance;

(v) the Company or any Equity Party files, supports (or fails to timely object to) another party in filing, or announces its intention to file or support any plan of reorganization, liquidation, scheme, sale of any material portion of the Company's assets, or any Alternative Transaction, in each case, other than the Restructuring set forth herein (by, for example, filing or announcing its intention to file or support any plan of reorganization, liquidation, scheme, sale of any material portion of the Company's assets, or any Alternative Transaction that includes a provision that contemplates any consent fee, additional compensation, or other economic enhancements not presently contemplated by the Term Sheet to any Initial Noteholder or Additional Noteholder and such provision is more favorable to other Initial Noteholders or Additional Noteholders, as applicable);

(vi) the Company or any Equity Party files or supports (or fails to timely object to) another party in filing (A) a motion or pleading challenging the amount, validity, or priority of any Noteholder Claim, (B) any plan of reorganization, liquidation, or sale of all or substantially all of the Company's assets other than the Restructuring set forth herein, or (C) a motion or pleading asserting (or seeking standing to assert) any purported claims or causes of action against the Consenting Noteholders;

(vii) (A) the Chapter 11 Cases (i) are dismissed, or (ii) are converted to a liquidation, (B) any Bankruptcy Court appoints a liquidator, judicial manager, trustee, receiver, or examiner with expanded powers, or (C) the Cash Collateral Order terminates other than pursuant to its terms, upon the Effective Date, or with the consent of the Company and the Required Consenting Noteholders;

(viii) the failure of the Company to satisfy its obligations with respect to any of the Milestones;

(ix) (A) if the Commencement Date has not occurred as of December 17, 2017; (B) if the interim Cash Collateral Order has not been entered by no later than five (5) business days after the Commencement Date; (C) if each of the Disclosure Statement Order, the Confirmation Order, and the final Cash Collateral Order have not been entered by no later than 45 days after the Commencement Date; and/or (D) if the Effective Date has not occurred by no later than 90 days after the Commencement Date;

(x) the Company files, supports, or fails to timely object to, any motion or pleading seeking to avoid, disallow, subordinate or recharacterize any Noteholder Claims or contests the amount, validity or priority of any of the Noteholder Claims; *provided* that any motions or pleadings filed or actions taken in furtherance of the Restructuring shall not be deemed or construed to contest the priority of the Noteholder Claims;

(xi) the failure of the Company to use commercially reasonable efforts to oppose any enforcement action against any material portion of its assets in any jurisdiction or the entry of a judgment in any enforcement action against any material portion of the Company's assets;

(xii) (A) any Definitive Document is filed by the Company or any Equity Party if such document does not have the consents required by Section 2, (B) any Definitive Document or any related order entered by a court of competent jurisdiction is inconsistent with the terms and conditions set forth in this Agreement, or is otherwise not in form and substance reasonably acceptable to the Required Consenting Noteholders, or (C) any of the terms or conditions of any of the Definitive Documents is waived, amended, supplemented or otherwise modified in a manner that has any impact on the Restructuring or the legal or economic rights or obligations of any of the Parties without (w) the consents required by Section 2 with respect to such Definitive Document, (x) complying with the amendment or waiver provision of a Definitive Document that had the consents required by Section 2, or (y) subject to the limitations in Section 2, the prior written consent of the Required Consenting Noteholders, in each case, which is continuing for two (2) business days after the receipt by the Company of written notice delivered in accordance with Section 23, which written notice will set forth in detail the alleged basis for such termination; provided that solely with respect to the Definitive Documents described in subclause (ii) of Section 2, the Company may file drafts of such Definitive Documents, so long as they are clearly identified as being subject to the future acceptances and approvals as set forth in this Agreement;

(xiii) the Company or any UTAC Party becomes subject to any bankruptcy, liquidation, suspension of payments, winding up, receivership, dissolution or other similar proceedings or processes in any jurisdiction anywhere in the world, or any party petitions for the appointment of a receiver, administrator, curator, examiner, liquidator, replacement board, or trustee in any jurisdiction anywhere in the world, in each case, other than in connection with the Restructuring; or

(xiv) the Company or any of the Company's directors, managers, or officers determines to terminate this Agreement after making a determination as described in Section 11.

c. Company Termination Events. This Agreement may be terminated by the Company by the delivery to each of the parties hereto of a written notice in accordance with Section 23, stating in reasonably detail the reasons for such termination, upon the occurrence and continuation of any of the following events:

(i) the breach in any material respect by a Consenting Noteholder, in each case with respect to any of the representations, warranties, or covenants of such Consenting Noteholders set forth in this Agreement and which breach is continuing for a period of ten (10) calendar days after the receipt by the applicable Consenting Noteholder from the Company of written notice of such breach, which written notice will set forth in detail the alleged breach; *provided* that such

termination right shall be ineffective as to the Company if, at such time, (x) Consenting Initial Noteholders holding at least 66 2/3% percent in aggregate principal amount outstanding of the Initial Notes and (y) holders of Additional Notes holding at least 66 2/3% in aggregate principal amount outstanding of the Additional Notes have not breached this Agreement in any material respect;

(ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment, or order enjoining the consummation of or rendering illegal the Restructuring or any material portion thereof, and such ruling, judgment, or order has not been reversed or vacated within thirty (30) calendar days after such issuance; or

(iii) the Board of Directors of the Company determines that continued performance under this Agreement (including taking any action or refraining from taking any action) would be inconsistent with the exercise of its fiduciary duties under applicable law (as reasonably determined in good faith after consultation with external legal counsel).

d. Equity Parties Termination Events. This Agreement may be terminated by an Equity Party by the delivery to the Company, Milbank, Ropes, Dechert, Cleary, and BakerMcKenzie, of a written notice in accordance with Section 23, upon the occurrence and continuation of any of the following events:

(i) the breach by the Company (unless such breach is caused by or resulted from any action or direction by the Equity Parties or any of their respective employees, agents, or representatives in their respective capacities as such, and not in their capacities as employees, agents, or representatives of the Company or its subsidiaries), Consenting Initial Noteholders, or Consenting Additional Noteholders, of (A) any affirmative or negative covenant contained in this Agreement or (B) any other obligations of such Consenting Noteholder set forth in this Agreement, in each case, in any material respect and which breach is continuing for a period of three (3) business days following the receipt of written notice pursuant to Section 23 (as applicable); provided that such termination right shall be ineffective as to the Equity Parties if, at the time of any breach by the Consenting Initial Noteholders or the Consenting Additional Noteholders, (x) Consenting Initial Noteholders holding at least 66 2/3% percent in aggregate principal amount outstanding of the Initial Notes and (y) holders of Additional Notes holding at least 66 2/3% in aggregate principal amount outstanding of the Additional Notes have not breached this Agreement in any material respect;

(ii) any representation or warranty in this Agreement made by the Company or a Consenting Noteholder shall have been untrue in any material respect when made, and such breach is continuing for a period of three (3) business days following the receipt of written notice pursuant to Section 23 (as applicable);

(iii) the Company (unless the Company is acting at the direction or instruction of the Equity Parties or any of their respective employees, agents, or representatives in their respective capacities as such, and not in their capacities as employees, agents, or representatives of the Company or its subsidiaries), or any Consenting Noteholder files any motion, pleading, or related document with a court of competent jurisdiction in a manner that is materially inconsistent

with this Agreement, and such motion, pleading, or related document has not been withdrawn after three (3) business days following the receipt of written notice in accordance with Section 23 that such motion, pleading, or related document is materially inconsistent with this Agreement;

(iv) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment, or order enjoining the consummation of or rendering illegal the Restructuring or any material portion thereof, and such ruling, judgment, or order has not been reversed or vacated within thirty (30) calendar days after such issuance;

(v) the Company (unless the Company is acting at the direction or instruction of the Equity Parties or any of their respective employees, agents, or representatives in their respective capacities as such, and not in their capacities as employees, agents, or representatives of the Company or its subsidiaries) or a Consenting Noteholder files, supports, encourages, or fails to timely object to another party in filing (A) a motion or pleading challenging the amount, validity, or priority of any equity interests in the Company or claims held by the Equity Parties, (B) any plan of reorganization, liquidation, scheme or sale of all or substantially all of the Company's assets other than the Restructuring set forth herein, or (C) a motion or pleading asserting (or seeking standing to assert) any purported claims or causes of action against the Equity Parties;

(vi) the failure of the Company (unless the Company is acting at the direction or instruction of the Equity Parties or any of their respective employees, agents, or representatives in their respective capacities as such, and not in their capacities as employees, agents, or representatives of the Company or its subsidiaries) to satisfy its obligations with respect to any of the Milestones; or (A) if the Commencement Date has not occurred as of December 17, 2017; (B) if the interim Cash Collateral Order has not been entered by no later than five (5) business days after the Commencement Date; (C) if each of the Disclosure Statement Order, the Confirmation Order, and the final Cash Collateral Order have not been entered by no later than 45 days after the Commencement Date; and/or (D) if the Effective Date has not occurred by no later than 90 days after the Commencement Date.

(vii) the failure of the Company (unless the Company is acting at the direction or instruction of the Equity Parties or any of their respective employees, agents, or representatives in their respective capacities as such, and not in their capacities as employees, agents, or representatives of the Company or its subsidiaries) to oppose any enforcement action against any material portion of its assets in any jurisdiction or the entry of a judgment in any enforcement action against any material portion of the Company's assets;

(viii) (A) any Definitive Document is filed by the Company (unless the Company is acting at the direction or instruction of the Equity Parties or any of their respective employees, agents, or representatives in their respective capacities as such, and not in their capacities as employees, agents, or representatives of the Company or its subsidiaries) or a Consenting Noteholder that does not have the consents required by Section 2, (B) any Definitive Document or any related order entered by a court of competent jurisdiction is materially inconsistent with the terms and conditions set forth in this Agreement, or is otherwise not in form and substance reasonably acceptable to the Equity Parties, or (C) any of the terms or conditions of any of the Definitive Documents is waived, amended, supplemented or otherwise modified in a manner that

has any material impact on the Restructuring or the legal or economic rights or obligations of any of the Parties without (w) the consents required by Section 2 with respect to such Definitive Document, (x) complying with the amendment or waiver provision of a Definitive Document that had the consents required by Section 2, or (y) the prior written consent of the Equity Parties, and such failure or breach is continuing for two (2) business days after the receipt by the Company of written notice delivered in accordance herewith; provided that solely with respect to the Definitive Documents described in subclause (ii) of Section 2, the Company may file drafts of such Definitive Documents, so long as they are clearly identified as being subject to future acceptances and approvals as set forth in this Agreement; provided further that notwithstanding anything to the contrary herein, (I) a breach by a Consenting Noteholder shall be ineffective and shall not give rise to an event of termination in this Section 8(d) if, at such time (x) Consenting Initial Noteholders holding at least 66 2/3% percent in aggregate principal amount outstanding of the Initial Notes and (y) holders of Additional Notes holding at least 66 2/3% in aggregate principal amount outstanding of the Additional Notes have not breached this Agreement in any material respect and (II) a breach by or action of the Affiliate Noteholder shall not give rise to an event of termination in this Section 8(d) for any Affinity Entity.

e. Mutual Termination. This Agreement may be terminated by mutual agreement of the Required Parties upon the receipt of written notice delivered in accordance with Section 23.

f. Effect of Termination. Upon the termination of this Agreement in accordance with this Section 8, and except as provided in Section 17, this Agreement shall forthwith become null and void and of no further force or effect as to all Parties and each Party shall, except as provided otherwise in this Agreement, be immediately released from its liabilities, obligations, commitments, undertakings, and agreements under or related to this Agreement and shall have all the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement; provided, that in no event shall any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination; provided further, that the Parties agree that upon the termination of this Agreement, they will collectively move the applicable court in the N.Y. Litigation Proceedings to reinstate such proceeding as to each defendant as to whom such litigation is not stayed by the Bankruptcy Code or an order of the Bankruptcy Court. Upon any such termination of this Agreement, any votes or consents given by a Consenting Noteholder prior to such termination shall automatically be deemed, for all purposes, to be null and void *ab initio* and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring and this Agreement and such consents or ballots may be changed or resubmitted regardless of whether the applicable voting deadline has passed (without the need to seek an order of a court of competent jurisdiction or consent from the Company or any other applicable Party allowing such change or resubmission).

9. Definitive Documents; Good Faith Cooperation; Further Assurances.

Subject to the terms and conditions described herein, during the Support Period, each Party, severally and not jointly, hereby covenants and agrees to use commercially reasonable efforts in good faith in connection with the negotiation, drafting, execution (to the extent such Party is a party thereto), and delivery of the Definitive Documents. Furthermore, subject to the terms and

conditions hereof, each of the Parties shall take such action as may be reasonably necessary or reasonably requested by the other Parties to carry out the purposes and intent of this Agreement, including making and filing any required regulatory filings. For purposes of this Agreement, any consents or approvals of the Required Consenting Initial Noteholders or the Required Consenting Additional Noteholders may be delivered on behalf of such Parties by (i) Milbank on behalf of the Required Consenting Initial Noteholders that are members of the Milbank Initial Noteholder Ad Hoc Group, (ii) Dechert on behalf of the Required Consenting Initial Noteholders that are members of the Dechert Initial Noteholder Ad Hoc Group, and (iii) Ropes on behalf of the Required Consenting Additional Noteholders.

Notwithstanding the foregoing, nothing in this Agreement, and neither a vote to accept the Plan by any Party, nor the acceptance of the Plan by any Party, shall: (A) be construed to limit consent and approval rights provided in this Agreement and the Definitive Documents, (B) be construed to prohibit any Party from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement, or exercising rights or remedies specifically reserved herein, (C) be construed to prohibit any Party from appearing as a party-in-interest in any matter to be adjudicated in a court of competent jurisdiction, so long as such appearance and the positions advocated in connection therewith are not inconsistent with this Agreement and are not for the purpose of hindering, delaying, or preventing the consummation of the Restructuring, or (D) impair or waive the rights of any Party to assert or raise any objection not prohibited by this Agreement in connection with any hearing in a court of competent jurisdiction, including, without limitation, any hearing on approval of the Plan.

10. Representations and Warranties.

a. Each Party, severally and not jointly, represents and warrants to the other Parties that the following statements are true, correct, and complete as of the date hereof (or as of the date such Party becomes a party hereto):

(i) such Party is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and has, as applicable, all requisite corporate, partnership, limited liability company, or similar authority to enter into this Agreement and carry out the transactions contemplated hereby and perform its obligations contemplated hereunder; and the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by, as applicable, all necessary corporate, limited liability company, partnership, or other similar action on its part;

(ii) the execution, delivery, and performance by such Party of this Agreement does not and will not (A) violate any provision of law, rule, or regulation applicable to it, its charter, or bylaws (or other similar governing documents), or (B) conflict with, result in a breach of, or constitute a default under any material contractual obligation to which it is a party (*provided* that with respect to the Company and Equity Parties, it is understood that commencing the Chapter 11 Cases may result in a breach of or constitute a default under such obligations);

(iii) the execution, delivery, and performance by such Party of this Agreement does not and will not require any registration or filing with, consent, or approval of, or notice to,

or other action, with or by, any federal, state, or governmental authority or regulatory body, except such filings as may be necessary and/or required by a court of competent jurisdiction; and

(iv) this Agreement is the legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of a court of competent jurisdiction.

b. Each Consenting Noteholder severally (and not jointly), represents and warrants to the Company that, as of the date hereof (or as of the date such Consenting Noteholder becomes a party hereto), such Consenting Noteholder (i) is the beneficial owner of the aggregate principal amount of Noteholder Claims set forth below its name on the signature page hereof (or below its name on the signature page of a Transfer Agreement for any Consenting Noteholder that becomes a party hereto after the date hereof), which shall specify the aggregate principal amount of Initial Noteholder Claims and/or Additional Noteholder Claims held by such Consenting Noteholder, as applicable, (ii) does not directly or indirectly own any Noteholder Claims other than as identified below its name on its signature page hereof, and/or (iii) has, with respect to the beneficial owners of such Noteholder Claims (as may be set forth on a schedule to such Consenting Noteholder's signature page hereto), (A) sole investment or voting discretion with respect to such Noteholder Claims, (B) full power and authority to vote on and consent to matters concerning such Noteholder Claims, or to exchange, assign, and transfer such Noteholder Claims, (C) full power and authority to bind or act on the behalf of, such beneficial owners for purposes of this Agreement, and (D) solely with respect to the Consenting Initial Noteholders that are members of the Dechert Initial Noteholder Ad Hoc Group, that the Coordination Agreement, dated as of September 25, 2017, has been terminated in accordance with the terms thereof, and that such agreement is no longer in effect, and that such Consenting Initial Noteholder is not party to any similar coordination or cooperation agreement with respect to the subject matter of this Agreement; and (E) solely with respect to the Consenting Initial Noteholders that are members of the Milbank Initial Noteholder Ad Hoc Group, that the Amended and Restated Coordination Agreement, dated as of September 11, 2017, has been terminated in accordance with the terms thereof, and that such agreement is no longer in effect, and that such Consenting Initial Noteholder is not party to any similar coordination or cooperation agreement with respect to the subject matter of this Agreement.

c. Each of the Company and the Equity Parties, other than the Affiliate Noteholder, severally (and not jointly) represents and warrants to the Consenting Noteholders that the following statements are true, correct, and complete as of the Agreement Effective Date:

(i) neither it nor any of its affiliates has entered into any agreements with any party regarding a sale or restructuring of the Company that would result in a greater recovery on the Noteholder Claims than is contemplated under this Agreement;

(ii) since July 30, 2017, neither the Company, the UTAC Parties, nor UMS have made any distributions or paid any dividends to the Equity Parties or any affiliate (other than the UTAC Parties and their subsidiaries) thereof, other than as set forth on Schedule 1.

11. **Fiduciary Duty.**

a. Notwithstanding any other provision in this Agreement to the contrary, nothing in this Agreement shall require the Company, nor the Company's directors, managers, and officers, including any director, manager, employee, or officer of the Company that is an employee, representative, or agent of any Equity Party, to take or refrain from taking any action in its capacity as a director, manager, or officer of the Company pursuant to this Agreement (including, without limitation, terminating this Agreement under Section 8), to the extent such person or persons determines, based on the advice of external counsel (including counsel to the Company), that taking, or refraining from taking, such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law; provided, that this Section 11 shall not impede any Party's right to terminate this Agreement pursuant to Section 8. The Company shall provide detailed written notice, in accordance with Section 23, to the Consenting Noteholders contemporaneously with any determination by the Company or the Company's directors, managers, or officers, to take or refrain from taking any such action, which notice shall set forth in reasonable detail the basis for such determination.

b. The Company hereby acknowledges and agrees that as of the Agreement Effective Date that the Company's entry into this Agreement does not violate, and is consistent with, the fiduciary duties of the Company's directors, managers, or officers, as applicable.

12. Disclosure; Publicity.

The Company will issue a press release and make publicly available this Agreement not later than 7:30 a.m., prevailing Eastern Time on the business day following the date hereof. The Company will use commercially reasonable efforts to submit drafts to Milbank, Ropes, Dechert, Cleary, and BakerMcKenzie of any further press releases, public documents, and any and all filings with any regulatory authority, a court of competent jurisdiction, or otherwise that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least forty-eight hours prior to making any such disclosure, and shall afford them a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall consider any such comments in good faith. Except as required by law or otherwise permitted under the terms of any other agreement between the Company on the one hand, and any Consenting Noteholder, on the other hand, no Party or its advisors (including counsel to any Party) shall disclose to any person (including, for the avoidance of doubt, any other Consenting Noteholder), other than advisors to the Company, the principal amount or percentage of any Noteholder Claims or any other securities of the Company held by any Party or the specific legal entity name of any Consenting Noteholder, in each case, without such Party's prior written consent; *provided* that (i) if such disclosure is required to be made publicly by law, subpoena, or other legal process or regulation, the disclosing Party shall afford the relevant Party a reasonable opportunity to review and comment in advance of such public disclosure and shall take all reasonable measures to limit such public disclosure (the expense of which, if any, shall be borne by the relevant disclosing Party) and (ii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Noteholder Claims held by all the Consenting Noteholders collectively.

13. Amendments and Waivers; Most Favored Treatment.

a. During the Support Period this Agreement, including any exhibits or schedules hereto may not be waived, modified, amended, or supplemented except in a writing signed by the Required Parties; provided, that: (i) any waiver, modification, amendment, or supplement to this Section 13 shall require the prior written consent of each Party; (ii) any waiver, modification, amendment or supplement to the definition of Required Consenting Noteholders shall require the prior written consent of each Consenting Noteholder that is a member of the Milbank Initial Noteholder Ad Hoc Group, the Additional Noteholder Ad Hoc Group, and the Dechert Initial Noteholder Ad Hoc Group; and (iii) any waiver, modification, amendment, or supplement that disproportionately and adversely affects the economic recoveries or treatment of any Consenting Noteholder may not be made without the prior written consent of such Consenting Noteholder; provided, that if (1) if any such wavier, modification, amendment, or supplement: (a) provides for an amount other than $665 million in New Secured Notes being issued on the Effective Date pursuant to the Plan; (b) decreases the coupon for the New Secured Notes to an amount that is below 8.5% per annum or provides for a non-cash coupon; (c) changes the "Call Protection" terms specified in the Term Sheet; (d) reduces the aggregate cash consideration to be paid to the Initial Noteholders to an amount that is less than $10 million; or (e) permits UMS not to be contributed to the Company as of the Effective Date, and (2) such change disproportionately or adversely affects any Consenting Initial Noteholder, then any Consenting Initial Noteholder that has not consented to or approved such waiver, modification, amendment, or supplement may terminate this Agreement as to itself only by the delivery to each of the Parties hereto of a written notice of such in accordance with Section 23; and provided further, that (1) if any such waiver, modification, amendment, or supplement: (a) provides for an amount other than $665 million in New Secured Notes being issued on the Effective Date pursuant to the Plan; (b) decreases the coupon for the New Secured Notes to an amount that is below 8.5% per annum or provides for a non-cash coupon; (c) changes the "Call Protection" terms specified in the Term Sheet; (d) reduces the percentage of common equity of UTAC to be received by the Additional Noteholders to an amount that is less than 31%; or (e) permits UMS not to be contributed to the Company as of the Effective Date, and (2) such change disproportionately or adversely affects any Consenting Additional Noteholder, then any Consenting Additional Noteholder that has not consented to or approved such waiver, modification, amendment, or supplement may terminate this Agreement as to itself only by the delivery to each of the Parties hereto of a written notice of such in accordance with Section 23.

b. If, during the Support Period, the Company or the Equity Parties or any of their respective subsidiaries or affiliates enters into any agreement (other than this Agreement) with any Initial Noteholder with respect to the subject matter of the Restructuring that proposes to offer any consent fee, compensation, settlement payment, or other economic enhancements not presently contemplated hereunder to any such Initial Noteholder, or such agreement or proposal contains any term or provision that is more favorable to such holder than as contained in this Agreement (including, without limitation, the opportunity to participate in any consent fee, compensation, or other economic enhancement not presently contemplated hereunder), then the Company or the Equity Parties, as applicable, shall provide prompt written notice to each Consenting Initial Noteholder in accordance with Section 23, of entry into such agreement or proposal and the terms and provisions of such agreement or proposal, and each Consenting Initial Noteholder shall, if it requests, have the benefit of such term or provision (and any such fee, payment, compensation or

other economic enhancement) as if it were fully set forth herein for the purpose of making such term or provision legally valid, binding, and enforceable among the Parties.

14. Effectiveness.

This Agreement shall become effective and binding on the Parties on the Agreement Effective Date, and not before such date; provided, that signature pages executed by Consenting Noteholders shall be delivered to (a) the Company, Consenting Noteholders, Milbank, Dechert, Ropes, Cleary, and BakerMcKenzie in a redacted form that removes such Consenting Noteholders' holdings of the Senior Secured Notes and any schedules to such Consenting Noteholders' holdings and (b) counsel to the Company in an unredacted form (to be held by such counsel on a professionals' eyes only basis).

15. Governing Law; Jurisdiction; Waiver of Jury Trial.

a. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, without giving effect any conflicts of law principles which would permit or require the application of the law of any other jurisdiction.

b. Each of the Parties irrevocably agrees for itself that any legal action, suit, or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns shall be brought and determined in any federal or state court in the Borough of Manhattan, the City of New York, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Agreement or the Restructuring. Each of the Parties agrees not to commence any proceeding relating hereto or thereto except in the courts described above in New York, other than proceedings in any court of competent jurisdiction to enforce any judgment, decree, or award rendered by any such court in New York as described herein. Subject to the foregoing, each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim, or otherwise, in any proceeding arising out of or relating to this Agreement or the Restructuring, (i) any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason and (ii) that (A) the proceeding in any such court is brought in an inconvenient forum, (B) the venue of such proceeding is improper, or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Notwithstanding the foregoing consent to New York jurisdiction, if the Chapter 11 Cases are commenced, each Party agrees that the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement. By executing and delivering this Agreement, and upon commencement of the Chapter 11 Cases, each of the Parties irrevocably and unconditionally submits to the personal jurisdiction of the Bankruptcy Court solely for purposes of any action, suit, proceeding, or other contested matter arising out of or relating to this Agreement, or for recognition or enforcement of any judgment rendered or order entered in any such action, suit, proceeding, or other contested matter.

c. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO

THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. ANY DISPUTES RESOLVED IN COURT SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

16. Specific Performance/Remedies.

It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party, that such breach would represent an irreparable harm, and that each non-breaching Party shall be entitled to, in addition to any other legal or equitable rights or remedies under applicable law, specific performance of the terms hereof and injunctive or other equitable relief, including attorneys' fees and costs (without the posting of bond) as a remedy of any such breach, without the necessity of proving the inadequacy of money damages as a remedy, including an order of a court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder; provided, however, that no Party shall be entitled to pursue specific performance as a remedy against any other Party in connection with any action or omission taken pursuant to Section 11 of this Agreement.

17. Survival.

Notwithstanding the termination of this Agreement pursuant to Section 8 (other than a termination pursuant to Section 8(a)), the agreements and obligations of the Parties set forth in the following Sections: 8(f), 11, 13(a), 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 28 (and any defined terms used in any such Sections) shall survive such termination and shall continue in full force and effect for the benefit of the Consenting Noteholders in accordance with the terms hereof; provided that any liability of a Party for failure to comply with the terms of this Agreement shall survive such termination (other than a termination pursuant to Section 8(a)).

18. Headings.

The headings of the sections, paragraphs, and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

19. Successors and Assigns; Severability; Several Obligations.

This Agreement is intended to bind and inure to the benefit of each of the Parties and their respective predecessors, successors, permitted assigns, heirs, executors, administrators, and representatives; provided that nothing contained in this Section 19 shall be deemed to permit Transfers of interests in the Noteholder Claims, other than in accordance with the express terms of this Agreement. Notwithstanding anything to the contrary herein, the agreements, representations, and obligations of the Parties are, in all respects, several and neither joint nor joint and several. For the avoidance of doubt, the obligations arising out of this Agreement are several and neither

joint nor joint and several with respect to each Consenting Noteholder, in accordance with its proportionate interest hereunder, and the Parties agree not to proceed against any Consenting Noteholder for the obligations of another. For the avoidance of doubt, the obligations arising out of this Agreement are several and neither joint, nor joint and several, with respect to each Equity Party.

20. No Third-Party Beneficiaries.

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary hereof.

21. Prior Negotiations; Entire Agreement.

This Agreement, including the exhibits and schedules hereto (including the Term Sheet) constitutes the entire, integrated agreement of the Parties, and supersedes all other prior negotiations, with respect to the subject matter hereof and thereof, except that the Parties acknowledge that any confidentiality agreements (if any) heretofore executed between the Company and each Consenting Noteholder shall continue in full force and effect in accordance with its terms.

22. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by facsimile, electronic mail, or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

23. Notices.

All notices hereunder shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, facsimile, courier or by registered or certified mail (return receipt requested) to the following addresses and facsimile numbers:

(1) If to the Company, to:

Global A&T Electronics Ltd.
11 Martine Avenue, 12th Floor
White Plains, NY 10606
Attention: Michael Foreman
(Michael_Foreman@utacgroup.com)

With a copy to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attention: Patrick J. Nash, Jr., P.C.
Gregory F. Pesce

Laura Krucks
(patrick.nash@kirkland.com)
(gregory.pesce@kirkland.com)
(laura.krucks@kirkland.com)

(2) If to an Initial Noteholder that is a member of the Milbank Initial Ad Hoc Noteholder Group, or a transferee thereof, to the addresses or facsimile numbers set forth below following such Consenting Noteholder's signature (or as directed by any transferee thereof), as the case may be, with a copy (which shall not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP
28 Liberty Street
New York, NY 10005
+1-212-530-5000
Attention: Dennis F. Dunne
Abhilash M. Raval
Brian Kinney
Michael W. Price
(ddunne@milbank.com)
(araval@milbank.com)
(bkinney@milbank.com)
(mprice@milbank.com)

(3) If to an Initial Noteholder that is a member of the Dechert Initial Noteholder Ad Hoc Group or a transferee thereof, to the addresses or facsimile numbers set forth below following such Consenting Noteholder's signature (or as directed by any transferee thereof), as the case may be, with a copy to:

Dechert LLP
1095 Avenue of the Americas
New York, NY 10036
Attention: Michael J. Sage
Brian E. Greer
Janet M. Doherty
(michael.sage@dechert.com)
(brian.greer@dechert.com)
(janet.doherty@dechert.com)

(4) If to an Additional Noteholder or a transferee thereof, to the addresses or facsimile numbers set forth below following such Additional Noteholder's signature (or as directed by any transferee thereof), as the case may be, and, if such Additional Noteholder is a member of the Additional Noteholder Ad Hoc Group, with a copy to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036-8704

Attention: Gregg Galardi
Stephen Moeller-Sally
Daniel Anderson
(gregg.galardi@ropesgray.com)
(ssally@ropesgray.com)
(daniel.anderson@ropesgray.com)

(4) If to a UTAC Party, to:

22 Ang Mo Kio Industrial Park 2
Singapore 569506
Attention: John Nelson
(john_nelson@utacgroup.com)

(5) If to TPG, to:

80 Raffles Place
#15-01 UOB Plaza 1
Singapore 048624
Attention: Dominic Picone
(dpicone@tpg.com)

With a copy to:
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York NY 10006
Attention: James Bromley
Benjamin Beller
(jbromley@cgsh.com)
(bbeller@cgsh.com)

(6) If to any Affinity Entity other than the Affiliate Noteholder, to:

Jade Electronics Holdings
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

with a copy to:

c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard

#28-03 Suntec Tower Three
Singapore 038988

with a copy which shall not constitute notice to:

Baker & McKenzie LLP
300 East Randolph Street
Chicago, Illinois 60601
Attention: David Heroy, Esq.
(david.heroy@bakermckenzie.com)

(7) If to Affiliate Noteholder, to:

Costa Esmeralda Investments Limited
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

with a copy to:

c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

with a copy which shall not constitute notice to:

Baker & McKenzie LLP
300 East Randolph Street
Chicago, Illinois 60601
Attention: David Heroy, Esq.
(david.heroy@bakermckenzie.com)

Any notice given by electronic mail, facsimile, delivery, mail, or courier shall be effective when received.

24. Reservation of Rights; No Admission.

a. Nothing contained herein shall (i) limit (A) the ability of any Party to consult with other Parties, or (B) the rights of any Party under any applicable bankruptcy, insolvency, foreclosure, or similar proceeding, including the right to appear as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in or related to the Restructuring before a court of competent jurisdiction, in each case, so long as such consultation or appearance is not inconsistent with such Party's obligations hereunder, or, to the extent such

Restructuring is consistent with this Agreement, under the terms of the Restructuring; (ii) limit the ability of any Consenting Noteholder to sell or enter into any transactions in connection with the Noteholder Claims, or any other claims against or interests in the Company, subject to the terms of Section 5(b); (iii) limit the rights of any Consenting Noteholder under the Existing Indenture or any agreements executed in connection with the Existing Indenture; or (iv) constitute a waiver or amendment of any provision of the Existing Indenture or any agreements executed in connection with the Existing Indenture.

b. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of each of the Parties to protect and preserve its rights, remedies, and interests, including its claims against any of the other Parties (or their respective affiliates or subsidiaries) or its full participation in any bankruptcy case filed by the Company or any of its affiliates and subsidiaries. This Agreement and the transactions contemplated thereby are part of a proposed settlement of matters that have been or could otherwise be the subject of litigation among the Parties. Pursuant to Rule 408 of the Federal Rule of Evidence, any applicable state rules of evidence, and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms. This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses that it has asserted or could assert.

25. Relationship Among Consenting Noteholders.

a. It is understood and agreed that no Consenting Noteholder has any duty of trust or confidence in any kind or form with any other Consenting Noteholder as a result of this Agreement. In this regard, it is understood and agreed that any Consenting Noteholder may trade in the Noteholder Claims or other debt of the Company without the consent of the Company or any other Consenting Noteholder, subject to applicable securities laws, the terms of this Agreement, and any confidentiality agreement entered into with the Company; provided, that no Consenting Noteholder shall have any responsibility for any such trading to any other person or entity by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Consenting Noteholders shall in any way affect or negate this Agreement. The Parties acknowledge that this agreement does not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Company and the Parties do not constitute a "group" within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended. No action taken by any Party pursuant to this Agreement shall be deemed to constitute or to create a presumption by any of the Parties that the Parties are in any way acting in concert or as such a "group."

b. Notwithstanding anything to the contrary herein, nothing in this Agreement shall require any Consenting Noteholder or representative of a Consenting Noteholder that becomes a member of a statutory committee that may be established in any proceeding before a court of competent jurisdiction to take any action, or to refrain from taking any action, in such person's capacity as a statutory committee member; provided, that nothing in this Agreement shall be

construed as requiring any Consenting Noteholder to serve on any statutory committee that may be established in any proceeding before a court of competent jurisdiction .

26. No Solicitation; Representation by Counsel; Adequate Information.

a. This Agreement is not and shall not be deemed to be a solicitation for votes in favor of the Plan. The acceptances and consents of any party with respect to the Plan will not have been solicited until after such party has been provided with such disclosures and/or materials in compliance with the applicable requirements of applicable law with respect to such solicitation.

b. Each Party acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

c. Although none of the Parties intends that this Agreement should constitute, and they each believe it does not constitute, a solicitation or acceptance of a chapter 11 plan of reorganization or an offering of securities, each Consenting Noteholder acknowledges, agrees, and represents to the other Parties that it (i) is an "accredited investor" as such term is defined in Rule 501(a) of the Securities Act of 1933, (ii) understands that any securities to be acquired by it pursuant to the Restructuring have not been registered under the Securities Act and that such securities are, to the extent not acquired pursuant to section 1145 of the Bankruptcy Code, being offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon such Consenting Noteholder's representations contained in this Agreement and cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available, and (iii) has such knowledge and experience in financial and business matters that such Consenting Noteholder is capable of evaluating the merits and risks of the securities to be acquired by it pursuant to the Restructuring and understands and is able to bear any economic risks with such investment.

27. Fees & Expenses.

Pursuant to the existing fee payment agreements the Company shall pay or reimburse in cash when due all reasonable and documented fees and out-of-pocket expenses (including travel costs and expenses), regardless of whether such fees and expenses were incurred prepetition or postpetition, of (i) the members of the Milbank Initial Noteholder Ad Hoc Group, the Dechert Initial Noteholder Ad Hoc Group, and the Additional Noteholder Ad Hoc Group and their respective counsel advising on the Restructuring (including foreign and local counsel advising on collateral matters), (ii) Milbank, as primary U.S. counsel to the Milbank Initial Noteholder Ad Hoc Group, (ii) Drew & Napier as primary Singapore counsel to the Milbank Initial Noteholder Ad Hoc Group, (iv) PJT, as financial advisor to the Milbank Initial Noteholder Ad Hoc Group, (v) Ropes, as primary U.S. counsel to the Additional Noteholder Ad Hoc Group, (vi) local counsel retained by the Additional Noteholder Ad Hoc Group, (vii) Houlihan Lokey, as financial advisor to the Additional Noteholder Ad Hoc Group, and (viii) Dechert, as primary U.S. Counsel to the Dechert Initial Noteholder Ad Hoc Group. In addition, the reasonable fees and out-of-pocket expenses, irrespective of whether such fees and expenses were incurred prepetition or postpetition,

of Lowenstein and Brown Rudnick, each as counsel to certain Consenting Noteholders in the N.Y. Litigation Proceedings, shall be paid as follows: (a) any such fees and out-of-pocket expenses that are outstanding and invoiced to the Company as of November 6, 2017 shall have been paid in cash by (or on behalf of) the Company on or before the tenth business day after the date on which Consenting Initial Noteholders holding at least 66 2/3% in aggregate principal amount outstanding of the Initial Notes have executed this Agreement and (b) any other such fees and out-of-pocket expenses shall be payable in cash pursuant to the Plan. The Company will also pay or reimburse any fees and expenses of the Indenture Trustee, whether or not such fees and expenses were incurred prepetition or postpetition, to the extent provided under the Existing Indenture.

For the avoidance of doubt, the Required Consenting Initial Noteholders may terminate this Agreement if the Company seeks the termination of any engagement letter or fee letter with respect to any of the advisors to the Milbank Initial Noteholder Ad Hoc Group or the Dechert Initial Noteholder Ad Hoc Group and the Required Additional Noteholders may terminate this Agreement if the Company seeks the termination of any engagement letter or fee letter with respect to any of the advisors to the Additional Noteholder Ad Hoc Group. The Plan will contain provisions for the payment in cash of (x) the reasonable and documented fees and expenses of the parties identified in this Section 27 and (y) all trustee, agency, representative and similar fees and reimbursable expenses that are payable under the Existing Indenture and related documents.

28. Interpretation.

This Agreement is the product of negotiations among the Parties, and the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement or any portion hereof, shall not be effective in regard to the interpretation hereof.

29. Additional Parties.

Without in any way limiting the requirements of Section 5(b) of this Agreement, additional Initial Noteholders and Additional Noteholders may elect to become Parties upon execution and delivery to the other Parties of a counterpart hereof in accordance with Section 14. Such additional Parties shall become a Consenting Initial Noteholder or Consenting Additional Noteholder (as the case may be) under this Agreement in accordance with the terms of this Agreement.

30. Forbearance Fee.

Each Holder of Noteholder Claims that is a Consenting Initial Noteholder, a Consenting Additional Noteholder, or the Affiliate Noteholder as of the applicable Consent Date (as set forth on **Exhibit F**, which may be extended by the Company after consultation with the Required Consenting Initial Noteholders or the Required Consenting Additional Noteholders, as applicable) will be entitled to its Pro Rata Share of the applicable Forbearance Fee. For the avoidance of any doubt, such Forbearance Fee shall be settled only in the form of consideration set forth on **Exhibit F**, and the Company reserves the right to require any Consenting Initial Noteholder, Consenting Additional Noteholder, or the Affiliate Noteholder that asserts it is eligible to receive the Forbearance Fee to certify in writing and demonstrate to the Company's reasonable satisfaction (consistent with the verification requirements of Rule 506(c) promulgated under the Securities Act

of 1933) that such Consenting Initial Noteholder, Consenting Additional Noteholder, or the Affiliate Noteholder is an "accredited investor" for purposes of the U.S. securities laws.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

Global A&T Electronics Ltd.
(on behalf of itself and its direct and indirect subsidiaries)

By: _____
Name: Michael E Foreman
Title: General Counsel

UTAC Holdings Ltd.

By: _____
Name: Michael E. Foreman
Title: General Counsel

UTAC Manufacturing Services Holdings Pte. Ltd.
(on behalf of itself and its direct and indirect subsidiaries)

By: _____
Name: Michael E. Foreman
Title General Counsel

Global A&T Holdings

By: _____
Name: Michael E. Foreman
Title: General Counsel

TPG ASIA UNICORN, L.P.

By: TPG ASIA GENPAR V, L.P., its general partner

By: TPG ASIA GENPAR V ADVISORS, INC., its general partner

By: _____
Name: Michael LaGatta
Title: Vice President

NEWBRIDGE ASIA UNICORN, L.P.

By: NEWBRIDGE ASIA GENPAR IV, L.P., its general partner

By: NEWBRIDGE ASIA GENPAR IV ADVISORS, INC., its general partner

By: _____
Name: Michael LaGatta
Title: Vice President

Company Claims/Interests Owned:

Global A&T Holdings Shareholder

Notice Address:

80 Raffles Place
#15-01 UOB Plaza 1
Singapore 048624
Attention: Dominic Picone
(dpicone@tpg.com)

With a copy to:
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York NY 10006
Attention: James Bromley
Benjamin Beller
(jbromley@cgsh.com)
(bbeller@cgsh.com)

AFFINITY ASIA PACIFIC FUND III, L.P.
by Affinity Fund III General Partner Limited as the general partner to Affinity Asia Pacific Fund III, L.P.

By: _____
Name: Goh Choo Leong
Title: Director

_____
Robin Ong Eng Jin
Director

Company Claims/Interests Owned:

Notice Address:
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

Fax: +65 62387765
Attention: Goh Choo Leong
Email: aarongoh@affinityequity.com

AFFINITY PACIFIC FUND III (NO. 2) L.P.
by Affinity Fund III General Partner Limited as the general partner to Affinity Asia Pacific Fund III (No.2), L.P.

By: _____
Name: Goh Choo Leong
Title: Director

_____
Robin Ong Eng Jin
Director

Company Claims/Interests Owned:

Notice Address:
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

Fax: +65 62387765
Attention: Goh Choo Leong
Email: aarongoh@affinityequity.com

KEYSTONE INVESTMENT III L.P.
by Affinity Fund III General Partner Limited as the general partner to Keystone Investment III, L.P.

By: _____
Name: Goh Choo Leong
Title: Director

_____
Robin Ong Eng Jin
Director

Company Claims/Interests Owned:

Notice Address:
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

Fax: +65 62387765
Attention: Goh Choo Leong
Email: aarongoh@affinityequity.com

AFFINITY FUND III GENERAL PARTNER LIMITED

By: _____
Name: Goh Choo Leong
Title: Director

_____
Robin Ong Eng Jin
Director

Company Claims/Interests Owned:

Notice Address:
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

Fax: +65 62387765
Attention: Goh Choo Leong
Email: aarongoh@affinityequity.com

JADE ELECTRONICS HOLDINGS

By: _____
Name: Robin Ong Eng Jin
Title: Director

Company Claims/Interests Owned:

Notice Address:
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

Fax:+65 62387765
Attention: Robin Ong
Email: robinong@affinityequity.com

COSTA ESMERALDA INVESTMENTS LIMITED

By: 

Name: Robin Ong Eng Jin

Title: Director

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

Fax:+65 62387765
Attention: Robin Ong
Email: robinong@affinityequity.com

BRIGADE CAPITAL MANAGEMENT, LP

By: 

Name: Patrick Criscillo
Title: Chief Financial Officer

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

399 Park Ave, 16th Floor
New York, NY 10022

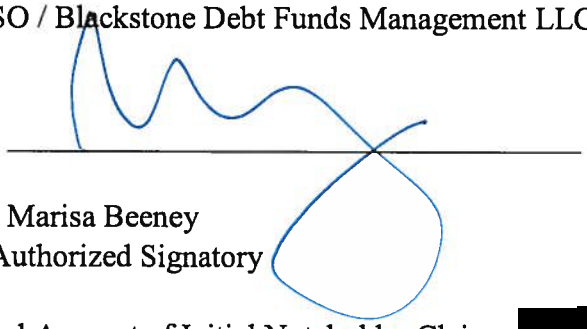
Attention: Aaron Daniels, Patrick Criscillo
Email: ad@brigadecapital.com; pc@brigadecapital.com

Blackstone / GSO Strategic Credit Fund
Blackstone GSO Long-Short Credit Income Fund
By: GSO / Blackstone Debt Funds Management LLC, as investment adviser

FS Investment Corporation
By: GSO / Blackstone Debt Funds Management LLC, as investment sub-adviser

Cobbs Creek LLC
Green Creek LLC
By: FS Investment Corporation II, as sole member
By: GSO / Blackstone Debt Funds Management LLC, as investment sub-adviser

Burholme Funding LLC
By: FS Investment Corporation III, as sole member
By: GSO / Blackstone Debt Funds Management LLC, as investment sub-adviser

By: 

Name: Marisa Beeney
Title: Authorized Signatory

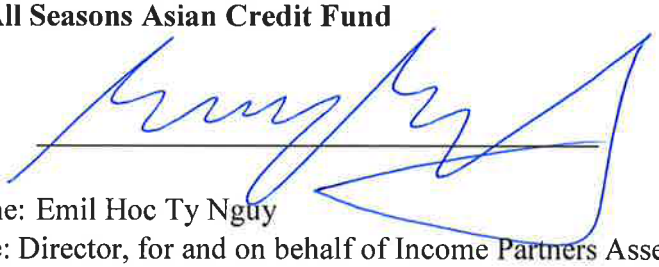
Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

345 Park Ave
New York, NY 10154

Fax:
Attention: Alexander Zarzhevsky
Email: Alexander.Zarzhevsky@gsocap.com

IP All Seasons Asian Credit Fund

By: 

Name: Emil Hoc Ty Nguy
Title: Director, for and on behalf of Income Partners Asset Management (HK) Ltd, as investment manager

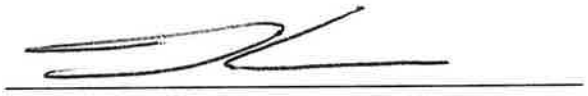
Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

Suite 3311-3313, Two IFC, 8 Finance Street, Central, Hong Kong SAR

Fax: (852) 2869 6991
Attention: Mr. Suen Son Poon
Email: compliance@incomepartners.com

Southpaw Credit Opportunity Master Fund LP

By: 

Name: Kevin Wyman
Title: Managing Member of General Partner – Southpaw GP LLC

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

2 West Greenwich Office Park, 1st Floor
Greenwich, CT 06831

Fax:
Attention:
Email: mandersen@southpawassetmanagement.com
operations@southpawassetmanagement.com

ALDEN GLOBAL OPPORTUNITIES MASTER FUND, L.P.

By: _____
Name: Michael Monticciolo
Title: Chief Legal and Compliance Officer, Alden Global Capital, LLC,
Investment Manager for Alden Global Opportunities Master Fund, L.P.

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:
885 Third Avenue, 34th Floor
New York, NY 10028

Attention: Michael Monticciolo
Email: notices@aldenglobal.com

AUTONOMY SPECIAL SITUATIONS TRADING FUND LTD

By:

Name: Ben Berkowitz

Title: Authorized Signatory

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:
c/o Autonomy Americas LLC
90 Park Avenue, 31st Floor
New York, NY 10016

Fax: 212-796-1901
Attention: General Counsel
Email: notices@autonomycapital.com

DAVIDSON KEMPNER PARTNERS

By: MHD Management Co., its general partner

By: MHD Management Co. GP, L.L.C., the general partner

By: Morgan P. Blackwell

Name: Morgan P. Blackwell

Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

C/O Davidson Kempner Capital Management LP
520 Madison Avenue, 30th Floor
New York, NY10022

Fax: +1 646 2825 900
Attention: Punit Patel, Hanqing Shi
Email: ppatel@dkpartners.com, hshi@dkpartners.com

DAVIDSON KEMPNER INSTITUTIONAL PARTNERS, L.P.

By: Davidson Kempner Advisers Inc., its general partner

By: [signature]

Name: Morgan P. Blackwell

Title: Principal

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

C/O Davidson Kempner Capital Management LP
520 Madison Avenue, 30th Floor
New York, NY10022

Fax: +1 646 2825 900
Attention: Punit Patel, Hanqing Shi
Email: ppatel@dkpartners.com, hshi@dkpartners.com

DAVIDSON KEMPNER INTERNATIONAL, LTD

By: Davidson Kempner Capital Management LP, its Investment Manager

By: [signature]

Name: Morgan P. Blackwell

Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

C/O Davidson Kempner Capital Management LP
520 Madison Avenue, 30th Floor
New York, NY10022

Fax: +1 646 2825 900
Attention: Punit Patel, Hanqing Shi
Email: ppatel@dkpartners.com, hshi@dkpartners.com

M.H. DAVIDSON & CO

By: M.H. Davidson & Co. GP, L.L.C., its general partner

By: Morgan Blackwell
Name: Morgan P. Blackwell
Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

C/O Davidson Kempner Capital Management LP
520 Madison Avenue, 30th Floor
New York, NY10022

Fax: +1 646 2825 900
Attention: Punit Patel, Hanqing Shi
Email: ppatel@dkpartners.com, hshi@dkpartners.com

DAVIDSON KEMPNER DISTRESSED OPPORTUNITIES FUND LP

By: DK Group LLC, its general partner

By: [signature]
Name: Morgan P. Blackwell
Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

C/O Davidson Kempner Capital Management LP
520 Madison Avenue, 30th Floor
New York, NY10022

Fax: +1 646 2825 900
Attention: Punit Patel, Hanqing Shi
Email: ppatel@dkpartners.com, hshi@dkpartners.com

DAVIDSON KEMPNER DISTRESSED OPPORTUNITIES INTERNATIONAL, LTD

By: DK Management Partners LP, its Investment Manager

By: [signature]

Name: Morgan P. Blackwell

Title: Limited Partner

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

C/O Davidson Kempner Capital Management LP
520 Madison Avenue, 30th Floor
New York, NY10022

Fax: +1 646 2825 900
Attention: Punit Patel, Hanqing Shi
Email: ppatel@dkpartners.com, hshi@dkpartners.com

EG Capital Advisors, on behalf of EG Fixed Income Fund I Ltd.

By:

Name: Alexander Mints

Title: Authorised signatory

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

Fax:
Attention: Maples Fund Services (Cayman) Limited
Email: n.goloshchekov@egcapitalpartners.com; s.kalgashkin@egcapitalpartners.com

HCN LP
By: Halcyon Capital Management LP, its Investment Advisor

By:

Name: John Freese Suzanne McDermott

Title: Senior Corporate Counsel Chief Compliance Officer
Chief Legal Officer

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: c/o Halcyon Capital Management LP
477 Madison Avenue, 8th Floor,
New York, NY 10022

Fax:
Attention: Operations Team
Email: Operations@halcyonllc.com

Halcyon Eversource Credit LLC
By: Halcyon Capital Management LP, its Investment Advisor

By:

Name: John Freese Suzanne McDermott

Title: Senior Corporate Counsel Chief Compliance Officer
Chief Legal Officer

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: c/o Halcyon Capital Management LP
477 Madison Avenue, 8th Floor,
New York, NY 10022

Fax:
Attention: Operations Team
Email: Operations@halcyonllc.com

HDML Fund II LLC
By: Halcyon Capital Management LP, its Investment Advisor

By:  

Name: John Freese Suzanne McDermott

Title: Senior Corporate Counsel Chief Compliance Officer
Chief Legal Officer

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: c/o Halcyon Capital Management LP
477 Madison Avenue, 8th Floor,
New York, NY 10022

Fax:
Attention: Operations Team
Email: Operations@halcyonllc.com

Halcyon Vallee Blanche Master Fund LP
By: Halcyon Capital Management LP, its Investment Advisor

By:  

Name: John Freese Suzanne McDermott

Title: Senior Corporate Counsel Chief Compliance Officer
Chief Legal Officer

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: c/o Halcyon Capital Management LP
477 Madison Avenue, 8th Floor,
New York, NY 10022

Fax:
Attention: Operations Team
Email: Operations@halcyonllc.com

Halcyon Solutions Master Fund LP
By: Halcyon Capital Management LP, its Investment Advisor

By:

Name: John Freese Suzanne McDermott

Title: Senior Corporate Counsel Chief Compliance Officer
Chief Legal Officer

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: c/o Halcyon Capital Management LP
477 Madison Avenue, 8th Floor,
New York, NY 10022

Fax:
Attention: Operations Team
Email: Operations@halcyonllc.com

HOLDCO OPPORTUNITIES FUND II, L.P.

By:

Name: Vikaran Ghei

Title: Authorized Person

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:
c/o HoldCo Asset Management, L.P.
32 Broadway, Suite 1201
New York, NY 10004

Fax: (607) 216-3312
Attention: Vikaran Ghei
Email: vik@holdcoadvisors.com

OPPORTUNITIES II LTD.

By:

Name: Vikaran Ghei

Title: Authorized Person

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:
c/o HoldCo Asset Management, L.P.
32 Broadway, Suite 1201
New York, NY 10004

Fax: (607) 216-3312
Attention: Vikaran Ghei
Email: vik@holdcoadvisors.com

MARBLE RIDGE CAPITAL LP, on behalf of certain funds and accounts managed by it

By:

Name: Dan Kamensky

Title: Authorized Signatory

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

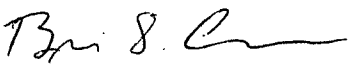
Notice Address:

112 West 34th Street, Suite 2116
New York, NY 10120

Fax:
Attention: John Falcone
Email: jfalcone@marbleridgecap.com

MERCER QIF FUND PLC – MERCER INVESTMENT FUND 1

By: Millstreet Capital Management LLC, its Sub-Investment Manager

By: 

Name: Brian Connolly

Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

Millstreet Capital Management LLC
399 Boylston Street, Suite 501
Boston, MA 02116

Fax: (617) 939-0029
Attention: Brian Connolly
Email: bconnolly@millstreet.com; operations@millstreet.com

RONIN TRADING EUROPE LLP

By: Millstreet Capital Management LLC, its Investment Manager

By: 

Name: Brian Connolly

Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

Millstreet Capital Management LLC
399 Boylston Street, Suite 501
Boston, MA 02116

Fax: (617) 939-0029
Attention: Brian Connolly
Email: bconnolly@millstreet.com; operations@millstreet.com

MILLSTREET CREDIT FUND LP

By: Millstreet Capital Partners LLC, its General Partner

By: 

Name: Brian Connolly

Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

Millstreet Capital Partners LLC
399 Boylston Street, Suite 501
Boston, MA 02116

Fax: (617) 939-0029
Attention: Brian Connolly
Email: bconnolly@millstreet.com; operations@millstreet.com

Taconic Opportunity Master Fund L.P.
By: Taconic Capital Advisors L.P., its investment manager

By: _____

Name: Marc Schwartz

Title: Principal

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

280 Park Avenue, 5th Floor
New York, NY 10017

Fax: 212-209-3185
Attention: Marc Schwartz
Email: maschwartz@taconiccap.com

Taconic Master Fund 1.5 L.P.
By: Taconic Capital Advisors L.P., its investment manager

By: _____

Name: Marc Schwartz

Title: Principal

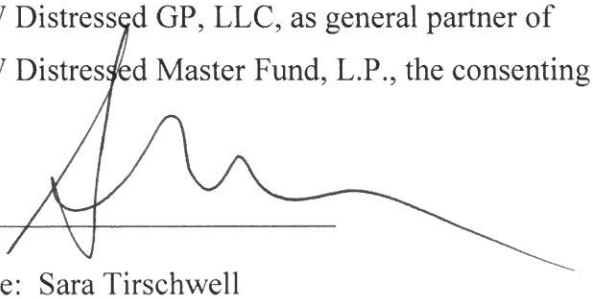
Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

280 Park Avenue, 5th Floor
New York, NY 10017

Fax: 212-209-3185
Attention: Marc Schwartz
Email: maschwartz@taconiccap.com

TCW Distressed GP, LLC, as general partner of
TCW Distressed Master Fund, L.P., the consenting certificate holder

By: 

Name: Sara Tirschwell

Title: Managing Director

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:
1251 Avenue of Americas, Ste 4700
New York, NY 10020

Email: sara.tirschwell@tcw.com

WAZEE STREET OPPORTUNITIES FUND IV LP

By: 

Name: R. Michael Collins

Title: Managing Member of the GP

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: 8101 E Prentice Avenue, Suite 610
Greenwood Village, CO 80111

Fax: na
Attention: na
Email: mcollins@wazeestreetcapital.com

KLS Diversified Asset Management

By: 

Name: John Steinhardt

Title: Managing Partner

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: 452 Fifth Ave 22nd Floor
New York, NY 10018

Fax: (212) 905-0846
Attention: Michael Hanna
Email: mhanna@klsdiversified.com

TOR ASIA CREDIT MASTER FUND LP
acting by its sole general partner,
TOR ASIA CREDIT FUND GP LTD.:

By:

Name:

Title: JAMES SWEENEY
Authorised Signatory

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

c/o Tor Investment Management (Hong Kong) Limited
19th Floor, Henley Building
5 Queen's Road Central
Hong Kong

Fax: +852 3698 9010
Email: legalnotices@torinvestment.com

GOLDMAN SACHS INVESTMENTS HOLDINGS (ASIA) LIMITED

By: 

Name: Willie Wai-Lam Wong

Title: Authorized Signatory

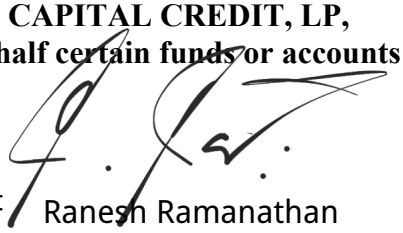
Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

Goldman Sachs Investments Holdings (Asia) Limited
c/o Goldman Sachs (Asia) L.L.C.
68th Floor, Cheung Kong Center
2 Queen's Road
Central, Hong Kong

Fax: +852 2233 5619
Email: ficc-lstops-hk@gs.com

BAIN CAPITAL CREDIT, LP,
on behalf certain funds or accounts managed or advised by it

By: 

Name: Ranesh Ramanathan

Title: Managing Director & General Counsel

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

Bain Capital Credit, LP
200 Clarendon Street
Boston, MA 02116
United States

Email: baincapitalcreditdocs@baincapital.com

Schedule 1

Dividends and Distributions

Date	**Amount**	**Description**
August 25, 2017	$5,000,000	Cash contribution by UMS to UTAC to fund general corporate expenditures

Exhibit A

Term Sheet

Term	Description
Summary	The Restructuring of the Company described below is intended to be implemented through confirmation of the Plan in accordance with the terms of the Restructuring Support Agreement, dated as of November 2, 2017 (the "RSA"), to which this term sheet is attached and incorporated by reference in its entirety as Exhibit A. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the RSA.
Contribution of Equity Interests in UTAC	On the Effective Date, TPG and Affinity will contribute 31% of the equity interests in UTAC to the Additional Noteholders (including the Affiliate Noteholder) in a form and manner to be agreed as set forth in the RSA and in any event acceptable to the Equity Parties and the Required Consenting Additional Noteholders, and, thereafter, TPG and Affinity will retain 69% of the common equity of UTAC (which amount shall not include any equity interests in UTAC to be distributed to the Affiliate Noteholder with respect to any Additional Notes held by the Affiliate Noteholder).
Contribution of UMS Business	Pursuant to the Restructuring, the business of UMS will be contributed to the Company such that UMS and the Company will be a combined enterprise with a single management team, owned by UTAC.

New Secured Notes	The $665 million in New Secured Notes issued on the Effective Date to the Initial Noteholders and the Additional Noteholders pursuant to the Plan shall be consistent with the following terms:
	• ***Coupon***: 8.5% per annum, payable in cash semi-annually beginning six months after the Effective Date, with interest accruing as of the earlier of the Effective Date and January 1, 2018;
	• ***Maturity***: 5 years from the Effective Date;
	• ***Collateral***: Guaranteed on a joint and several basis by Reorganized GATE and its current and future subsidiaries and UMS;
	• ***Security***: First priority liens and security interests in the assets of Reorganized GATE and its current and future subsidiaries and UMS;
	• ***Call Protection***: Solely for the first 24 months after the Effective Date, as follows:
	  ○ 102% for 12-month period commencing on the Effective Date; and
	  ○ 101% for the subsequent 12-month period thereafter; and
	  ○ at par, for the period commencing on the 24-month anniversary of the Effective Date through the maturity date;
	• ***Governing Law***: New York;
	• ***Covenants:*** To be acceptable in all material respects to the Company and

	the Required Consenting Noteholders; • ***Required Noteholders****:* holders of no less than a majority of the principal amount of New Secured Notes outstanding; *provided*, that any post-issuance amendment, consent or waiver relating to the release of security or guarantors shall require 66 2/3% of the principal amount of New Secured Notes outstanding; *provided further*, that any consent or amendment for which the consent of each holder is required under the Trust Indenture Act of 1939 shall require the consent of each holder and *provided further* that voting shall be subject to restrictions and provisions similar to those contained in section 2.08 of the Existing Indenture; and • ***Permitted Indebtedness***: The Company may enter into one or more debt facilities or arrangements providing for revolving credit loans, letters of credit, or other revolving indebtedness in an amount to be set forth in the New Indenture Documents to be acceptable in all material respects to the Company and the Required Consenting Noteholders. • ***Other Terms***: To be mutually agreed.
Initial Notes	*Allowance*. The Initial Notes will be allowed in the amount of $625,000,000. $273,585,000 in Initial Notes were held by the Initial Noteholders that are plaintiffs in the 2014 N.Y. Action (collectively with respect to such Initial Notes only, the "2014 Plaintiff Initial Noteholders" and all holders of the remaining $351,415,000 in Initial Notes, the "Other Initial Noteholders"). Other than the $625,000,000 principal amount of the Initial Notes, no other claim with respect to the Initial Notes (including any claim with respect to or on account of prepetition or postpetition interest, default interest, fees, or other costs) shall be allowed for purposes of the Plan. *Treatment*. On the Effective Date, Reorganized GATE will issue New Secured Notes to the Initial Noteholders as follows: • Each Initial Noteholder will receive its pro rata share of $508,750,000 in New Secured Notes; • Each Other Initial Noteholder will receive its pro rata share of $5,000,000 in New Secured Notes; • Each Other Initial Noteholder will receive its pro rata share of $5,000,000 in cash; • The 2014 Plaintiff Initial Noteholders will receive $15,000,000 in New Secured Notes; and • The 2014 Plaintiff Initial Noteholders will receive $5,000,000 in cash. For purposes of making distributions under the Plan, the waterfall set forth on **Schedule 1** shall govern the distribution of New Secured Notes to Initial Noteholders.
Additional Notes	*Allowance*. The Additional Notes will be allowed in the amount of $502,257,000. Other than the $502,257,000 principal amount of the Additional Notes, no other claim with respect to the Additional Notes (including any claim with respect to or on account of prepetition or postpetition interest, default interest, fees, or other costs) shall be allowed for purposes of the Plan.

	Treatment. On the Effective Date, each Additional Noteholder will receive its pro rata share of: • $84.9 million in New Secured Notes; *provided* that GATE and the Affiliate Noteholder agree that Reorganized GATE will distribute $5,000,000 of the New Secured Notes that would otherwise be distributed on the Effective Date to the Affiliate Noteholder under the Plan to the Other Initial Noteholders as set forth in the section of this Term Sheet entitled "Initial Notes"; and • 31% of the common equity of UTAC.
Equity Dilution	The common equity of UTAC distributed to the Additional Noteholders, TPG, and Affinity shall be subject to dilution by any post-Effective Date management equity incentive plan adopted by UTAC.
Other Claims	The Plan will provide that all other general unsecured claims against the Company or its subsidiaries will be paid in full in cash in the ordinary course of business or reinstated.
Settlement of the N.Y. Action	The plaintiffs in the N.Y. Litigation Proceedings will cause such proceedings to be dismissed with prejudice and agree that the claims underlying such proceedings are forever released and settled in their entirety in exchange for the consideration provided set forth in the section of this Term Sheet entitled "Initial Notes."
Releases	The occurrence of the Effective Date will be subject in all respects to: (i) dismissal with prejudice of the N.Y. Litigation Proceedings; and (ii) approval in the Confirmation Order of the Release set forth in Exhibit C to the RSA.
Forbearance Fees	The Plan shall provide for Consenting Initial Noteholders to receive $31.250 million in New Secured Notes and for Consenting Additional Noteholders and the Affiliate Noteholder to receive $25.1 million in New Secured Note, each as a Forbearance Fee in accordance with section 30 of the RSA.

Schedule 1

Plan Treatment of Initial Notes

For purposes of making distributions under the Plan, Reorganized GATE will distribute the New Secured Notes to the Initial Noteholders on the Effective Date as follows:

- Consenting Initial Noteholders will receive the Forbearance Fee as provided in section 30 of the RSA.

- Each Initial Noteholder will receive its pro rata share of: (x) $517,642,619.84 in New Secured Notes; and (y) $8,892,619.84 in cash; and

- Each 2014 Plaintiff Initial Noteholder will also receive its pro rata share of: (x) $11,107,380.16 in New Secured Notes; and (y) $1,107,380.16 in cash.

Exhibit B

Form of Transfer Agreement

Reference is made to the Restructuring Support Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "***Agreement***") dated as of November 2, 2017 by and among Global A&T Electronics Ltd., on behalf of itself and its direct and indirect subsidiaries (collectively, the "***Company***"), certain beneficial holders (or investment managers, advisors or subadvisors for any of the beneficial holders) of Senior Secured Notes (together with their successors and permitted assigns under the Agreement, each, a "***Consenting Noteholder***" and, collectively, the "***Consenting Noteholders***"), and the other parties thereto. [4]

The undersigned (the "***Transferee***") is [a Consenting Noteholder] [an Equity Party] under the Agreement and has acquired the further Noteholder Claims set forth below, which are in addition to any Noteholder Claims set forth on its signature page to the Agreement or on any Joinder Agreement or Transfer Agreement executed before the day hereof.

This agreement shall be governed by the governing law set forth in the Agreement.

Date: _____, 2017

[TRANSFEREE]

By: _____
Name: _____
Title: _____

Initial Noteholder Claims: $_____

Additional Noteholder Claims: $_____

[4] Defined terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Exhibit C

Form of Joinder Agreement

The undersigned hereby acknowledges that it has reviewed and understands the Restructuring Support Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "***Agreement***") dated as of November 2, 2017 by and among Global A&T Electronics Ltd., on behalf of itself and its direct and indirect subsidiaries (collectively, the "***Company***"), certain beneficial holders (or investment managers, advisors or subadvisors for any of the beneficial holders) of Senior Secured Notes (together with their successors and permitted assigns under the Agreement, each, a "***Consenting Noteholder***" and, collectively, the "***Consenting Noteholders***"), and the other parties thereto, and agrees to be bound as a Consenting Noteholder by the terms and conditions thereof binding on the Consenting Noteholders with respect to all Noteholder Claims held by the undersigned.[5]

The undersigned hereby makes the representations and warranties of the Consenting Noteholders set forth in Section 10(a) and Section 10(b) of the Agreement to each other Party, effective as of the date hereof.

This joinder agreement shall be governed by the governing law set forth in the Agreement.

Date: _____, 2017

[CONSENTING NOTEHOLDER]

By:_____
Name:_____
Title:_____

Initial Noteholder Claims: $_____

Additional Noteholder Claims: $_____

[5] Defined terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Exhibit D

The Release

"***Exculpated Party***" means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) any official committees appointed in the Chapter 11 Cases and each of their respective members; (c) each Affinity Entity, including the Affiliate Noteholder; (d) each TPG Entity; (e) Holdings; (f) UTAC; (g) UMS; (h) the Initial Noteholders party to the Restructuring Support Agreement; (i) the Additional Noteholders party to the Restructuring Support Agreement; and (j) with respect to each of the foregoing, such entity and its current and former affiliates, and such entity's and its current and former affiliates' current and former equity holders, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

"***Released Party***" means each of the following in their capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the estate of each Debtor; (d) each Affinity Entity, including the Affiliate Noteholder; (e) each TPG Entity; (f) Holdings; (g) UTAC; (h) UMS; (i) the defendants in the N.Y. Litigation Proceedings; (j) the Indenture Trustee; (k) the Initial Noteholders and Additional Noteholders party to the Restructuring Support Agreement; and (l) with respect to each of the foregoing entities in clauses (a) through (k), such entity and its current and former affiliates, and such entities' and their current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

"***Releasing Parties***" means each of the following in their capacity as such: (a) all holders of claims, regardless of whether such holders have accepted, or are deemed to have accepted, the Plan, including, for the avoidance of doubt, all Initial Noteholders, Additional Noteholders, and plaintiffs in the N.Y. Litigation Proceedings; (b) each Affinity Entity, including the Affiliate Noteholder; (c) each TPG Entity; (d) Holdings; (e) UTAC; (f) UMS; (g) the defendants in the N.Y. Litigation Proceedings; (h) the Indenture Trustee; (i) each of the Debtors, the Reorganized Debtors, the estate of each Debtor; and (j) with respect to each Debtor, each of the Reorganized Debtors, the estate of each Debtor, and each of the foregoing entities in clauses (a) through (h), each such entity's current and former affiliates, and such entities' and their current and former affiliates' current and former directors, managers, and officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, and subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such.

Debtor Release

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, the Debtors and their estates, the Reorganized Debtors and each of their respective current and former affiliates hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases, waives, and discharges, and shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived and discharged the Released Parties from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever (including any derivative claims asserted or that may be asserted on behalf of the Debtors or their estates or their affiliates in their own right, whether individually or collectively, or on behalf of the holder of any claim or interest or other entity, and claims and causes of action with respect to the Senior Secured Notes, the 2013 debt exchange (the "Exchange"), and any transaction arising under, or relating to, the Intercreditor Agreement, the N.Y. Litigation Proceedings, the Restructuring, or the Plan), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, or the Reorganized Debtors, the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase sale of any security of the Debtors, the business or contractual arrangement between any Debtor and any Released Party, the subject matter of, or the transactions or events giving rise to any claim or interest that is treated in the Plan, the formulation, preparation, dissemination, negotiation, of the Restructuring Support Agreement, the Plan, the Disclosure Statement, or any other action or transaction relating in any way to any of the foregoing, any contract, instrument, release, or other agreement or document related to, created or entered into in connection with the Plan, the Disclosure Statement, the Restructuring Support Agreement, the filing of the Chapter 11 Cases, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or entity under the Plan, any Restructuring transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Third-Party Release

As of the Effective Date, for good and valuable consideration, each Releasing Party, regardless of whether any Releasing Party consents to this "Third-Party Release," to the greatest extent permitted by applicable law, hereby forever releases and discharges, and is deemed to have forever released and discharged each Released Party from any and all claims, interests, obligations, rights, suits, damages, remedies, liabilities, and causes of action, whether known or unknown, liquidated or contingent, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, arising from the beginning of time through the Effective Date, including, without limitation, that such entity would have been legally entitled to assert based on or related to the N.Y. Litigation Proceedings, as well as based on or relating

to, in any manner arising from, in whole or in part, the Senior Secured Notes, the Exchange, and any transactions arising under, or relating to, the Intercreditor Agreement, the Restructuring, or the Plan), as well as all other claims and causes of action (including claims and causes of action based on or relating to the Senior Secured Notes, the Exchange, and any transactions arising under, or relating to, the Intercreditor Agreement, the N.Y. Litigation Proceedings, the Restructuring, or the Plan), whether known or unknown, including any derivative claims asserted or capable of being asserted by or on behalf of the Debtors or the Reorganized Debtors, or their estates or affiliates, or any other Releasing Party, as applicable, that such entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any claim or interest, based on or relating to, or in any manner arising from or in connection with, in whole or in part, the Debtors or the Reorganized Debtors, or any other Releasing Party, the Restructuring Support Agreement, the Disclosure Statement, the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the business or contractual arrangements between any Debtor and any Released Party, the subject matter of, or the transactions or events giving rise to any claim or interest that is treated in the Plan, the formulation, preparation, dissemination, and negotiation, of the Plan, the Disclosure Statement, or any other action or transaction relating in any way to any of the foregoing, any contract, instrument, release, or other agreement or document related to, created or entered into in connection with the Plan, the Disclosure Statement, the Restructuring Support Agreement, the filing of the Chapter 11 Cases, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or entity under the Plan, any restructuring transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) the claims of any Initial Noteholder or Additional Noteholder against any other Initial Noteholder, Additional Noteholder, predecessor Initial Noteholder, or predecessor Additional Noteholder under any post-Exchange agreement between or among such parties and as to which the Debtors are not parties, which claims are expressly reserved.

Exculpation

Except as otherwise specifically and expressly provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any cause of action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, in whole or in part, the Debtors, the formulation, preparation, dissemination, negotiation, of the Restructuring Support Agreement, the Plan, the Disclosure Statement, or any Restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the filing of the Chapter 11 Cases, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement. The

Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan; provided that, the foregoing "Exculpation" shall be limited to the extent permitted in section 1125(e) of the Bankruptcy Code. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release or exculpate any claim relating to (i) any post-Effective Date obligations of any party or entity under the Plan, any restructuring transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) the claims of any Initial Noteholder or Additional Noteholder against any predecessor Initial Noteholder or Additional Noteholder that is a party to any post-Exchange agreement with such Initial Noteholder or Additional Noteholder in connection with the transfer or trading of Initial Notes or Additional Note, which claims are expressly reserved.

Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all entities that have held, hold, or may hold claims or interests that have been released pursuant to the Plan (including any claims asserted in connection with, or that could have been asserted in connection with, the N.Y. Litigation Proceeding), shall be discharged pursuant to the Plan, or are subject to exculpation pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests (including with respect to the Exchange pursuant to which the Additional Notes were issued); (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such entities on account of or in connection with or with respect to any such claims or interests; (iii) creating, perfecting, or enforcing any lien or encumbrance of any kind against such entities or the property or the estates of such entities on account of or in connection with or with respect to any such claims or interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such entities or against the property of such entities on account of or in connection with or with respect to any such claims or interests unless such entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Exhibit E

Minority Shareholder Protections

Below is a list of the material terms of a shareholders agreement amongst the Existing Shareholders (defined below) and the New Shareholders (defined below) upon the issuance of equity of UTAC Holdings Ltd. or such other mutually agreed entity that, directly or indirectly, owns 100% of the equity of GATE and UMS (the "**Company**") to the New Shareholders in connection with the restructuring of GATE, such shares to rank pari passu with the shares issued to the Existing Shareholders (except as contemplated below). The list is not exhaustive of all matters to be addressed in the memorandum and articles of association of UTAC (or similar constitutive document) or an agreement among shareholders.

Existing Shareholders	TPG and Affinity
New Shareholders	Holders of the Additional Notes issued by GATE, in each case including their respective transferees from time to time and excluding the Existing Shareholders and their affiliates ("**New Shareholders**"). Major New Shareholders will hold interests in the Company directly; the precise holding structure of other New Shareholders is to be agreed.
Shares	Shares will be classified into Class A shares and Class B shares that rank pari passu in all respects except for certain class voting as described herein. Existing Shareholders will hold Class A shares, and New Shareholders will hold Class B shares. The Company shall have the right to convert all shares into a single class for purposes of effecting an IPO.
Board of Directors	Prior to a qualified IPO: (i) each of the Existing Shareholders will have the right to appoint three directors; (ii) holders of the Class B shares will together have the right to appoint one director (to be determined upon the Requisite B Vote), so long as the Class B shares collectively constitute at least a percentage to be agreed of the total outstanding share capital; (iii) the CEO shall be a director; and (iv) there shall be an independent director. "**Requisite B Vote**" means the approval of holders of Class B shares representing at least a percentage to be agreed of all the Class B shares, voting together as a single class.
Governance	Subject to the Shareholder Reserved Matters and the general oversight of the board, management shall have the

	power and authority to manage and administer the day-to-day affairs of the Company.
Shareholder Reserved Matters	For so long as the Class B shares collectively constitute at least a percentage to be agreed of the total outstanding share capital, the Requisite B Vote will be needed for certain key matters limited to: - changes to constitutional documents that (i) materially and adversely impact the interests of the New Shareholders disproportionately to the interests of the Existing Shareholders or (ii) are inconsistent with the terms of the shareholders agreement - related party transactions - non-pro rata reduction or return of capital - any sale of UTAC or all or substantially all of its assets or any IPO other than a QIPO or pursuant to a Drag-Along Sale (as applicable) (for the avoidance of doubt, this reserved matter shall in no way impede the ability of the Existing Shareholders to transfer their shares at any valuation in a sale that does not involve the sale of any shares held by the New Shareholders other than pursuant to the tag-along rights) - adoption / amendment of MIP that would result in dilution of more than 10% - subject at all times to compliance by the directors with their fiduciary duties, liquidation, bankruptcy, dissolution, recapitalization, reorganization, or assignment to creditors, or any similar transaction
Board Decisions	Decisions of the board shall be taken by the consent of a simple majority of the directors.
Transfers	Subject to a list of restricted transferees including but not limited to semi-conductor manufacturers and suppliers or competitors, together with their affiliates, and others to be agreed and set out in the shareholders agreement, shares held by the New Shareholders and the Existing Shareholders will be freely transferable and not subject to a lock-up prior to a qualified IPO; provided that a sale by an Existing Shareholder of all of its shares (including to a restricted transferee), other than in a qualified IPO, may be made with, and shall require the approval of the other Existing Shareholder. Any transfer of Class B shares to an Existing Shareholder will result in the automatic conversion of such Class B shares to Class A shares at the time of such transfer.

Tag-Along	Subject to customary exceptions for transfers to affiliates, the New Shareholders and the Existing Shareholders will have customary rights to participate in any transfer by an Existing Shareholder on a pro rata basis and Existing Shareholders will have the right to participate on a pro rata basis on any transfer by the New Shareholders of such number of Class B shares representing 15% of the total outstanding share capital of the Company on an as-converted basis in a single or series of related transactions.
Preemptive Rights	If UTAC or any of its subsidiaries intends to issue any equity, it will first offer such equity to the New Shareholders and Existing Shareholders on a pro rata basis subject to an agreed procedure and customary carve-outs (including, but not limited to, issuances in respect of any approved management equity plan). The New Shareholders and Existing Shareholders shall have customary overallotment rights.
Information rights	Prior to a qualified IPO, management accounts, periodic and annual unaudited and audited financial statements and board information will be provided to the New Shareholders and the Existing Shareholders in addition to other information to be agreed.
QIPO	Either Existing Shareholder shall have the right to demand a qualified IPO (with no primary offering and otherwise on terms to be agreed) at any time. If a qualified IPO has not taken place within 24 months of the restructuring date and the Class B shares collectively constitute at least a percentage to be agreed of the total outstanding share capital, upon a Requisite B Vote, the Company shall take actions in furtherance of effecting an IPO as soon as commercially practicable (including engaging underwriters and other advisers).
QIPO Participation	If an IPO occurs, the New Shareholders and the Existing Shareholders shall (i) have the right to sell their shares in the IPO on a pro rata basis and (ii) agree to customary lock-up agreements with the underwriters and/or selling shareholders.
Drag-Along	With the consent of both Existing Shareholders, the Existing Shareholders shall have the right to drag all other shareholders for a sale of UTAC or all or substantially all of its assets, provided that such sale implies a minimum valuation to be agreed ("**Drag-Along Sale**").

Proposed Transactions	The relevant New Shareholders shall represent and warrant that, as of the date of the shareholders agreement, no agreement, arrangement or understanding (written or oral) exists for the sale by the New Shareholders of Class B shares representing in excess of 75% of the aggregate outstanding Class B shares in a single or a series of related transactions.

Exhibit F

Noteholders	Forbearance Fee	Deadline for Noteholders to Execute the Agreement for Interim Forbearance Fee (the "*First Consent Date*")	Percent of Forbearance Consideration Available for Interim Forbearance Fee	Deadline to for Noteholders to Execute the Agreement for Final Forbearance Fee (the "*Second Consent Date*")	Percent of Forbearance Consideration Available for Final Forbearance Fee
Initial Noteholders	$31,250,000 in New Secured Notes (the "***Initial Notes Forbearance Fee***")	November 8, 2017	50% of the Initial Notes Forbearance Fee	November 15, 2017	50% of the Initial Notes Forbearance Fee
Additional Noteholders	$25,100,000 in New Secured Notes (the "***Additional Notes Forbearance Fee***," and, together with the Initial Notes Forbearance Fee, collectively, the "***Forbearance Fee***")	November 8, 2017	50% of the Additional Notes Forbearance Fee	November 15, 2017	50% of the Additional Notes Forbearance Fee

Exhibit B

Corporate Structure of the Debtors

UTAC Pro Forma Organizatonal Structure

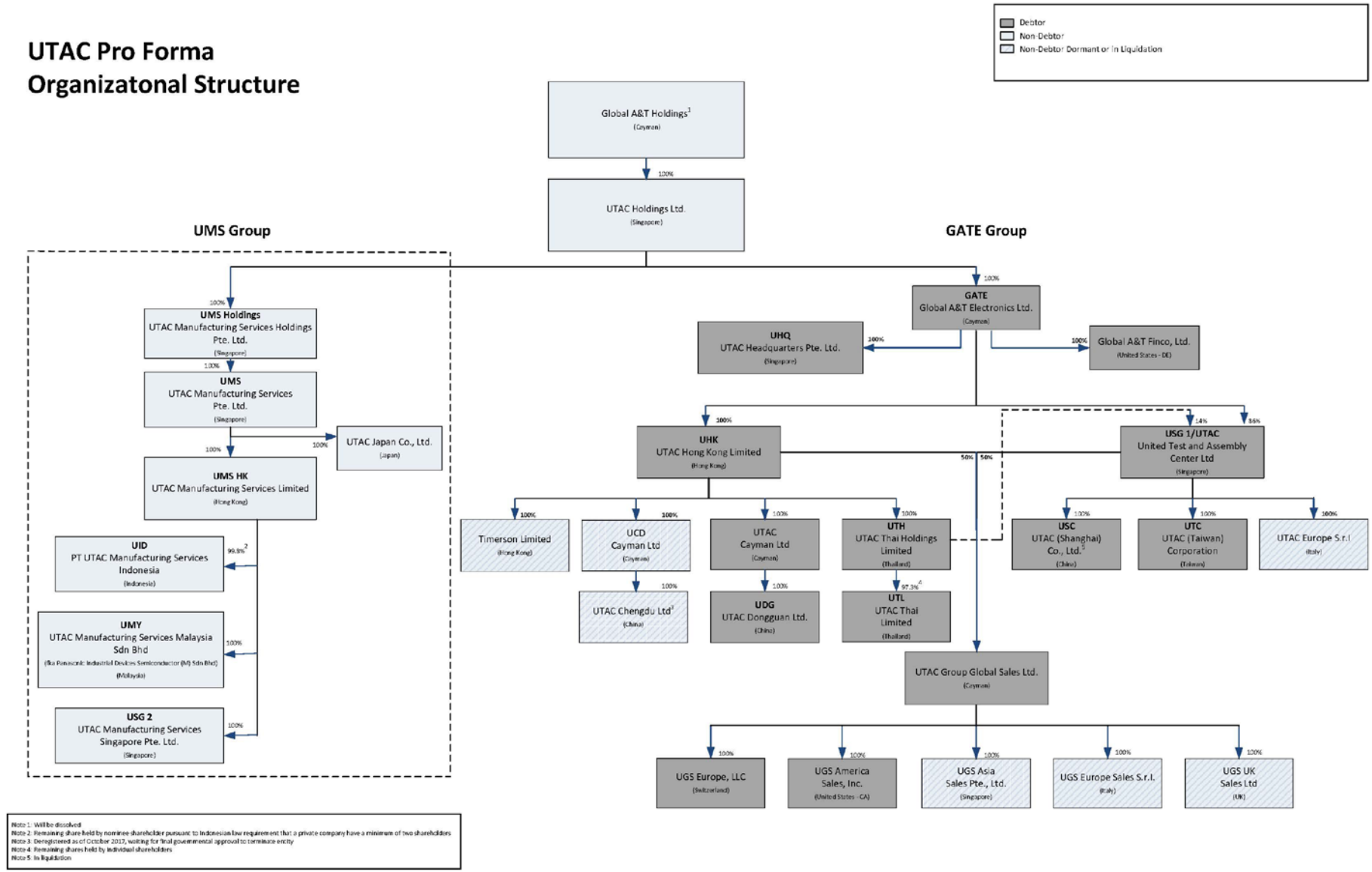


Exhibit C

Restructuring Support Agreement

EXECUTION VERSION

THIS GLOBAL SETTLEMENT, FORBEARANCE, AND RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

GLOBAL SETTLEMENT, FORBEARANCE, AND RESTRUCTURING SUPPORT AGREEMENT

This GLOBAL SETTLEMENT, FORBEARANCE, AND RESTRUCTURING SUPPORT AGREEMENT (as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, and including any exhibits, schedules, or annexes attached hereto, this "***Agreement***"), dated as of November 2, 2017, is entered into by and among the following parties:

(i) Global A&T Electronics Ltd. ("***GATE***"), on behalf of itself and its direct and indirect subsidiaries (collectively, the "***Company***");

(ii) UTAC Holdings Ltd. ("***UTAC***");

(iii) UTAC Manufacturing Services Holdings Pte. Ltd. on behalf of itself and its direct and indirect subsidiaries (collectively, "***UMS***");

(iv) Global A&T Holdings ("***Holdings***");

(v) Jade Electronics Holdings, Affinity Asia Pacific Fund III, L.P., Affinity Pacific Fund III (No. 2) L.P., Keystone Investment III L.P., and Affinity Fund III General Partner Limited (collectively, "***Affinity***" and together with the Affiliate Noteholder, the "***Affinity Entities***" and each an "***Affinity Entity***");

(vi) TPG Asia Unicorn, L.P., Newbridge Asia Unicorn, L.P., Newbridge Asia Genpar IV Advisors, Inc., and TPG Asia Genpar V Advisors, Inc. (each, a "***TPG Entity***" and collectively, "***TPG***" and each of Holdings, each Affinity Entity, and TPG, a "***Sponsor***," and, collectively, the "***Sponsors***," and, the Sponsors together with the UTAC Parties (as defined below), collectively, the "***Equity Parties***");

(vii) Costa Esmeralda Investments Limited (the "***Affiliate Noteholder***");

(viii) the undersigned entities that are (A) beneficial holders of the 10.00% Senior Secured Notes due 2019 issued on February 7, 2013 (such notes, the "***Initial Notes***," and, the holders thereof, the "***Initial Noteholders***") issued by GATE under that certain Indenture, dated as of February 7, 2013, by and among GATE, as issuer, certain of its subsidiaries, as guarantors, and Citicorp International Limited, as indenture trustee and security agent (the "***Indenture Trustee***")

(as amended, modified, or otherwise supplemented from time to time prior to the date hereof, the "***Existing Indenture***") and (B) if applicable, plaintiffs in the N.Y. Litigation Proceedings; and

(ix) the undersigned beneficial holders of the additional 10.00% Senior Secured Notes due 2019 issued on or about September 30, 2013, pursuant to the Existing Indenture (the "***Additional Notes***," and, together with the Initial Notes, collectively, the "***Senior Secured Notes***," and, the holders of the Additional Notes, including the Affiliate Noteholder, collectively, the "***Additional Noteholders***").

Each of the Company, the Equity Parties, the Consenting Noteholders (as defined below), and any subsequent person or entity that becomes a party hereto in accordance with the terms hereof, are referred to as the "***Parties***" and individually as a "***Party***."

Recitals

WHEREAS, the Parties have been engaged in wide-ranging disputes regarding a number of topics relating to the Company, including the N.Y. Litigation Proceedings (as defined below), some of which have been pending for more than three years; and

WHEREAS, the Parties have been engaged in good faith, arms'–length negotiations regarding a global resolution of these issues, which have lasted more than six months and included in person meetings at locations spanning the globe; and

WHEREAS, to preserve the going concern value of the Company and maximize distributions to the Company's stakeholders, the Parties have reached a global agreement consisting of a forbearance under the Senior Secured Notes, the settlement and release of any and all claims that have been or could have been pled in the N.Y. Litigation Proceedings, and a restructuring of the debt of the Company in accordance with the terms and conditions set forth in this Agreement, including, without limitation, the Term Sheet and all other exhibits, schedules, and annexes to this Agreement, each of which is incorporated by reference and made a part hereof and will include (i) the contribution by the Sponsors of 31% of the equity interests in UTAC, (ii) the contribution by UTAC of the business of UMS to the Company, (iii) the issuance of the New Equity, and (iv) the issuance of the New Secured Notes, the foregoing, collectively, the "***Restructuring***"); and

WHEREAS, the Company will commence voluntary reorganization cases (the "***Chapter 11 Cases***") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Southern District of New York, White Plains Division (the "***Bankruptcy Court***") for the purpose of seeking confirmation of a plan of reorganization (the "***Plan***") to implement the Restructuring in a manner that is consistent with this Agreement and otherwise in form and substance acceptable to the Parties as set forth herein; and

WHEREAS, the Parties have agreed consistent with the terms and conditions of this Agreement to negotiate in good faith with respect to the organization and governance of UTAC to be effective on the date on which the Restructuring is consummated consistent with the terms and conditions of this Agreement and pursuant to the Plan under applicable law.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Agreement

1. Certain Definitions.

As used in this Agreement, the following terms have the following meanings:

"***2014 N.Y. Action***" means the proceeding styled as *GSO Coastline Credit Partners LP, et al. v. Global A&T Electronics Ltd., et al.,* Index No. 650447/2014

"***2017 N.Y. Action***" means the proceeding styled as *Marble Ridge Capital LP and KLS Diversified Asset Management LP v. Global A&T Electronics Ltd., et al.*, Index No. 651724/2017.

"***Additional Noteholder Ad Hoc Group***" means that certain ad hoc committee of Additional Noteholders represented by Ropes & Gray LLP ("***Ropes***") and Houlihan Lokey.

"***Additional Noteholder Claims***" means any Noteholder Claim held by any Additional Noteholder.

"***Additional Noteholders***" shall have the meaning ascribed to such term in the preamble.

"***Additional Notes***" shall have the meaning ascribed to such term in the preamble.

"***Affiliate Noteholder***" shall have the meaning ascribed to such term in the preamble.

"***Affinity***" shall have the meaning ascribed to such term in the preamble.

"***Affinity Entity***" shall have the meaning ascribed to such term in the preamble.

"***Affinity Entities***" shall have the meaning ascribed to such term in the preamble.

"***Agreement Effective Date***" means the date on which counterpart signature pages to this Agreement shall have been executed and delivered by (i) the Company, (ii) each Equity Party, (iii) Consenting Initial Noteholders holding at least 66 2/3% in aggregate principal amount outstanding of the Initial Notes, and (iv) Additional Noteholders (including the Affiliate Noteholder) holding at least 66 2/3% in aggregate principal amount outstanding of the Additional Notes.

"***Alternative Transaction***" shall have the meaning ascribed to such term in Section 5.

"***BakerMcKenzie***" means Baker and McKenzie LLP, as counsel to the Affinity Entities, including the Affiliate Noteholder.

"***Bankruptcy Code***" shall have the meaning ascribed to such term in the recitals.

"***Bankruptcy Court***" shall have the meaning ascribed to such term in the recitals.

"***Board of Directors***" means with respect to any entity, its board of directors, board of managers, managing member, general partner, or other governing body constituted pursuant to its governing documents.

"***Brown Rudnick***" means Brown Rudnick LLP, as counsel to certain Consenting Initial Noteholders in connection with the 2017 N.Y. Action.

"***Cash Collateral Order***" shall have the meaning ascribed to such term in Section 2.

"***Chapter 11 Cases***" shall have the meaning ascribed to such term in the recitals.

"***Cleary***" means Cleary Gottlieb Steen & Hamilton LLP, as counsel to TPG.

"***Commencement Date***" shall have the meaning ascribed to such term in Section 4.

"***Company***" shall have the meaning ascribed to such term in the preamble.

"***Confidentiality Agreement***" shall have the meaning ascribed to such term in Section 5(b).

"***Confirmation Order***" shall have the meaning ascribed to such term in Section 2.

"***Consent Date***" means, collectively, the First Consent Date and the Second Consent Date.

"***Consenting Additional Noteholders***" means the Additional Noteholders, other than the Affiliate Noteholder, that become a party hereto in accordance with the terms hereof.

"***Consenting Initial Noteholders***" means the Initial Noteholders that become a party hereto in accordance with the terms hereof.

"***Consenting Noteholders***" means the Consenting Additional Noteholders and the Consenting Initial Noteholders.

"***Debtors***" means the Company and any affiliates, as debtors and debtors–in–possession, in the Chapter 11 cases.

"***Dechert Initial Noteholder Ad Hoc Group***" means that certain ad hoc committee of Initial Noteholders represented by Dechert LLP ("***Dechert***").

"***Definitive Documents***" shall have the meaning ascribed to such term in Section 2.

"***Disclosure Statement***" means the disclosure statement for the Plan to be approved by the Bankruptcy Court.

"***Disclosure Statement Motion***" shall have the meaning ascribed to such term in Section 2.

"***Disclosure Statement Order***" shall have the meaning ascribed to such term in Section 2.

"***Drew & Napier***" means Drew & Napier LLC as primary Singapore counsel to the Milbank Initial Noteholder Ad Hoc Group.

"***Effective Date***" means the date upon which all conditions precedent to the effectiveness of the Plan have been satisfied or are expressly waived in accordance with the terms thereof, as the case may be, and on which the Restructuring and the other transactions to occur on such date pursuant to the Plan become effective or are consummated, under the terms of the Plan and applicable law.

"***Equity Parties***" shall have the meaning ascribed to such term in the preamble. For the avoidance of doubt, references to the Equity Parties shall include the Affiliate Noteholder.

"***Exchange***" shall have the meaning ascribed to such term in the Release.

"***Existing Indenture***" shall have the meaning ascribed to such term in the preamble.

"***First Consent Date***" shall have the meaning ascribed to such term in **Exhibit F**.

"***Forbearance Fee***" shall mean the fee to be paid pursuant to Section 30 of this Agreement as set forth in **Exhibit F**.

"***GATE***" shall have the meaning ascribed to such term in the preamble.

"***Holdings***" shall have the meaning ascribed to such term in the preamble.

"***Houlihan Lokey***" means Houlihan Lokey as financial advisor to the Additional Noteholder Ad Hoc Group.

"***Indenture Trustee***" shall have the meaning ascribed to such term in the preamble.

"***Initial Noteholders***" shall have the meaning ascribed to such term in the preamble.

"***Initial Noteholder Claims***" means any Noteholder Claim held by an Initial Noteholder in its capacity as a holder of Initial Notes.

"***Initial Notes***" shall have the meaning ascribed to such term in the preamble.

"***Intercreditor Agreement***" means that certain Intercreditor Agreement, dated as of October 30, 2007, among JPMorgan Chase Bank, N.A., as administrative agent, Global A&T Electronics Ltd., A&T Global Finco Ltd., and each of the other loan parties thereto, as modified, amended, or supplemented from time to time.

"***Joinder Agreement***" shall have the meaning ascribed to such term in Section 5(b).

"***Kirkland***" shall mean, collectively, Kirkland & Ellis LLP and Kirkland & Ellis International LLP, as counsel to the Company.

"***Litigant***" means a plaintiff or a defendant in any of the N.Y. Litigation Proceedings.

"***Litigant Claims***" means any and all claims arising under the N.Y. Litigation Proceedings, the facts related to the N.Y. Litigation Proceedings, or any other ancillary or related judicial, administrative, or other similar proceeding, including, without limitation, any claims that were

pleaded or could have been pleaded in the N.Y. Litigation Proceedings by any Litigant and any right of any Litigant to arbitration or mediation with respect thereto.

"***Lowenstein***" means Lowenstein Sandler LLP, as counsel to certain Consenting Initial Noteholders in connection with the 2014 N.Y. Action.

"***Milbank Initial Noteholder Ad Hoc Group***" means that certain ad hoc committee of Initial Noteholders represented by Milbank, Tweed, Hadley, & McCloy LLP ("***Milbank***") and PJT.

"***Milestones***" shall have the meaning ascribed to such term in Section 4.

"*N.Y. Litigation Proceedings*" means, collectively, the 2014 N.Y. Action and the 2017 N.Y. Action.

"***New Equity***" means the equity issued pursuant to the New Equity Documents in accordance with the Restructuring and the Plan.

"***New Equity Documents***" shall have the meaning ascribed to such term in Section 2.

"***New Indenture Documents***" shall have the meaning ascribed to such term in Section 2.

"***New Secured Notes***" means the $665,000,000 in new secured first-lien notes to be issued on the Effective Date by Reorganized GATE under the New Indenture Documents, which shall be acceptable to the Company, the Equity Parties, and the Required Consenting Noteholders.

"***Noteholder Claims***" means any and all claims arising under the Existing Indenture or the Senior Secured Notes, including any Litigant Claims.

"***Original Dechert Members***" means at any relevant time, any of (a) Taconic Capital Advisors LP, Marble Ridge Master Fund LP, and KLS Diversified Asset Management (in each case, together with its affiliated funds and managed accounts that hold Initial Notes), in each case, so long as at such time, such entity has remained a member of the Dechert Initial Noteholder Ad Hoc Group and a Consenting Initial Noteholder under this Agreement and (b) shall not include any transferee of the foregoing Consenting Initial Noteholders.

"***Original Milbank Members***" means at any relevant time, any of (a) GSO Capital Partners LP, IP All Seasons Asian Credit Fund, Brigade Capital Management, LP, and Southpaw Credit Opportunity Master Fund L.P. (in each case, together with its affiliated funds and managed accounts that hold Initial Notes), in each case, so long as at such time, such entity has remained a member of the Milbank Initial Noteholder Ad Hoc Group and a Consenting Initial Noteholder under this Agreement and (b) shall not include any transferee of the foregoing Consenting Initial Noteholders.

"***Party***" or "***Parties***" as applicable shall have the meaning ascribed to such term in the preamble.

"***Permitted Transfer***" shall have the meaning ascribed to such term in Section 5(b).

"***Permitted Transferee***" shall have the meaning ascribed to such term in Section 5(b).

"***PJT***" means PJT Partners LP as financial advisor to the Milbank Initial Noteholder Ad Hoc Group.

"***Plan***" shall have the meaning ascribed to such term in the preamble.

"***Plan Supplement***" shall have the meaning ascribed to such term in Section 2.

"***Pro Rata Share***" means, as of the applicable date specified in Section 30, (a) with respect to an Initial Noteholder Claim, the proportion that an Initial Noteholder Claim then held by a Consenting Initial Noteholder as of such date bears to the aggregate amount of Initial Noteholder Claims then held by all Consenting Initial Noteholders as of such date, and (b) with respect to an Additional Noteholder Claim, the proportion that an Additional Noteholder Claim then held by a Consenting Additional Noteholder or Affiliate Noteholder as of such date bears to the aggregate amount of Additional Noteholder Claims then held by all Consenting Additional Noteholders and the Affiliate Noteholder as of such date.

"***Release***" means the Debtor release, third-party release, injunction, and exculpation provisions substantially in the form attached hereto as **Exhibit D**, to be included in the Plan.

"***Reorganized Debtors***" means the Company as reorganized pursuant to the Restructuring.

"***Reorganized GATE***" means GATE as reorganized pursuant to the Restructuring.

"***Required Consenting Additional Noteholders***" means at any relevant time, the Consenting Additional Noteholders that hold greater than 66 2/3% of the outstanding principal amount of the Additional Notes held by all Consenting Additional Noteholders subject to this Agreement.

"***Required Consenting Initial Noteholders***" means at any relevant time, either (i) the Consenting Initial Noteholders that hold greater than 66 2/3% of the outstanding principal amount of the Initial Notes held by all Consenting Initial Noteholders subject to this Agreement and must include at least (a) one of the Original Dechert Members and (b) one of the Original Milbank Members; provided that in the event that (x) the aggregate outstanding principal amount of Initial Notes collectively held by either the Original Dechert Members or the Original Milbank Members decreases by 25% or more from the aggregate outstanding principal amount of Initial Notes collectively held by such Original Dechert Members or Original Milbank Members, respectively, as of the Agreement Effective Date, or (y) at any time there are either less than two Original Dechert Members or less than two Original Milbank Members (as such terms are defined in this Agreement), then from such time, "Required Consenting Initial Noteholders" shall mean the Consenting Initial Noteholders that hold greater than 66 2/3% of the outstanding principal amount of the Initial Notes held by all Consenting Initial Noteholders subject to this Agreement; or (ii) the Consenting Initial Noteholders that hold greater than 75% of the outstanding principal amount of the Initial Notes held by all Consenting Initial Noteholders subject to this Agreement. For the avoidance of doubt, at any time, the Consenting Initial Noteholders that hold greater than 75% of the outstanding principal amount of the Initial Notes held by all Consenting Initial Noteholders subject to this Agreement shall constitute Required Consenting Initial Noteholders.

"***Required Consenting Noteholders***" means at any relevant time, collectively, the Required Consenting Initial Noteholders and the Required Consenting Additional Noteholders.

"***Required Parties***" means, collectively, the Company, the Equity Parties, and the Required Consenting Noteholders.

"***Restructuring***" shall have the meaning ascribed to such term in the recitals.

"***Second Consent Date***" shall have the meaning ascribed to such term in **Exhibit F**.

"***Senior Secured Notes***" shall have the meaning ascribed to such term in the preamble.

"***Solicitation Commencement Date***" shall have the meaning ascribed to such term in Section 4.

"***Solicitation Materials***" shall have the meaning ascribed to such term in Section 2.

"***Sponsor***" or "***Sponsors***" shall have the meaning ascribed to such term in the preamble.

"***Sponsor Claims***" means (a) any and all claims arising under the governance documents of the Company or UTAC or, as applicable, general corporate, limited liability company, or partnership statutes of the jurisdiction of incorporation or formation, or pursuant to contract or written agreement, including without limitation any shareholder, management, advisory, consulting, investor rights, or other agreements which benefit either or both of the Sponsors, (b) any and all Litigant Claims held by such Sponsors, (c) any and all Noteholder Claims held by such Sponsors, and (d) any and all Claims of the Affiliate Noteholder as beneficial holder of Additional Notes.

"***Support Period***" means the period commencing on the Agreement Effective Date and ending on the earlier of (i) the date on which this Agreement is terminated in accordance with Section 8 and (ii) the Effective Date.

"***Terminating Consenting Noteholders***" shall have the meaning ascribed to such term in Section 8.

"***Term Sheet***" means the term sheet attached hereto as **Exhibit A**.

"***TPG***" shall have the meaning ascribed to such term in the preamble to this Agreement.

"***TPG Entity***" shall have the meaning ascribed to such term in the preamble.

"***Transfer***" shall have the meaning ascribed to such term in Section 5(b).

"***Transfer Agreement***" shall have the meaning ascribed to such term in Section 5(b).

"***UMS***" shall have the meaning ascribed to such term in the preamble.

"***UTAC***" shall have the meaning ascribed to such term in the preamble.

"***UTAC Parties***" shall mean, collectively, UMS and UTAC.

2. Definitive Documents.

The definitive documents with respect to the Restructuring (collectively, the "***Definitive Documents***") shall include all documents (including any related orders, agreements, instruments, schedules, or exhibits) that are contemplated by this Agreement and that are otherwise necessary to implement, or otherwise relate to the Restructuring, including, without limitation, to the extent applicable: (i) the Plan (which shall include the Release); (ii) the documents to be filed in the supplement to the Plan (collectively, the "***Plan Supplement***"); (iii) the Disclosure Statement and other solicitation materials in respect of the Plan (such materials, collectively, the "***Solicitation Materials***"); (iv) the motion seeking approval of the Disclosure Statement and Solicitation Materials (the "***Disclosure Statement Motion***") and the order approving the Disclosure Statement and Solicitation Materials (the "***Disclosure Statement Order***"); (v) the order confirming the Plan (which order may be contained in the same order as the Disclosure Statement Order) (the "***Confirmation Order***"); (vi) the motion seeking approval of the Company's use of cash collateral and related documents with respect thereto, including the order (the "***Cash Collateral Order***"); (vii) any shareholder agreement, organizational documents, evidence of equity interests, if applicable, including share certificates, unit certificates, certified capitalization tables, or other mutually agreed evidence of equity interests to be issued in accordance with the Term Sheet, management services agreements, shareholder and member-related agreements or other governance documents for UTAC and the reorganized Company, that shall include the minority equity holder protections set forth on **Exhibit E** attached hereto (the "***New Equity Documents***"); (viii) the indenture and related security documents for the New Secured Notes to be issued in accordance with the Term Sheet in connection with the Restructuring (the "***New Indenture Documents***"); and (ix) the documents other than the Plan, if any, related to the contribution by UTAC of the business of UMS to the Company. Except for the terms set forth in the Term Sheet and the Release, the Definitive Documents remain subject to negotiation and completion and shall, upon completion, contain terms, conditions, representations, warranties, and covenants consistent in all material respects with the terms of this Agreement, including the Term Sheet, and otherwise be in form and substance acceptable to the Company and reasonably acceptable to the Equity Parties, and the Required Consenting Noteholders; *provided* that additionally (without limiting the foregoing consent and approval rights), (A) the New Equity Documents shall be acceptable in all respects to the Company, the Equity Parties, and the Required Consenting Additional Noteholders (and, notwithstanding anything else in this Agreement to the contrary, other than with respect to organizational documents, need not be acceptable to any Consenting Initial Noteholders in any respect and the Consenting Initial Noteholders shall have no approval rights of such documents); (B) the New Indenture Documents shall be acceptable in all material respects to the Company and the Required Consenting Noteholders; and (C) the Cash Collateral Order shall be acceptable in all material respects to the Company and the Required Consenting Noteholders and shall provide among other things, that (1) the Company will pay the fees and expenses of Milbank, Drew & Napier, PJT, Lowenstein, Brown Rudnick, Ropes, Houlihan Lokey, local counsel to the Additional Noteholder Ad Hoc Group, and Dechert in the manner set forth in this Agreement and (2) that the exercise of any rights under this Agreement by any Party shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code.

3. [Reserved.]

4. Milestones.

On and after the Agreement Effective Date, the Company shall use commercially reasonable efforts to implement the Restructuring in accordance with the following milestones (the "***Milestones***"), as applicable, unless extended or agreed to in writing (which may be by electronic mail) by counsel to the Company, the Equity Parties, and the Required Consenting Noteholders; provided that the Milestone in clause 4(b) may be extended in writing by counsel to the Company, the Equity Parties, and the Required Consenting Additional Noteholders, without the consent of the Required Consenting Initial Noteholders:

a. by no later than November 20, 2017 (the "***Solicitation Commencement Date***"), the Company will have commenced a solicitation of the Plan and distributed Solicitation Materials, including the New Equity Documents and the New Indenture Documents, to entities entitled to vote on the Plan;

b. by no later than the Solicitation Commencement Date, the forms of the New Equity Documents shall have been agreed in form and substance as set forth in this Agreement;

c. prior to December 14, 2017, Initial Noteholders holding at least 66 2/3% in aggregate principal amount outstanding of the Initial Notes shall have submitted ballots voting to accept the Plan;

d. prior to December 14, 2017, Additional Noteholders holding at least 66 2/3% in aggregate principal amount outstanding of the Additional Notes, including the Affiliate Noteholder, shall have submitted ballots voting to accept the Plan;

e. by no later than December 17, 2017, the Company shall have completed the solicitation and commenced the Chapter 11 Cases in the Bankruptcy Court (the "***Commencement Date***");

f. by no later than five (5) business days after the Commencement Date, the Company shall have obtained entry of the interim Cash Collateral Order;

g. by no later than 45 days after the Commencement Date, the Company shall have obtained entry of (A) the Disclosure Statement Order, (B) the Confirmation Order, and (C) the final Cash Collateral Order; and

h. by no later than 90 days from the Commencement Date, the Effective Date shall have occurred.

5. Agreements of the Consenting Noteholders.

a. Restructuring Support. During the Support Period, subject to the terms and conditions of this Agreement, each Consenting Noteholder agrees, severally and not jointly, that it shall:

(i) use its commercially reasonable efforts to support the Restructuring to the extent consistent with the terms and conditions of this Agreement, and to act in good faith and take

all commercially reasonable actions necessary to consummate the Restructuring, and, to the extent eligible to vote to accept or reject the Plan, to the extent consistent with the terms and conditions of this Agreement, and upon receipt of a Disclosure Statement that complies with applicable law and is consistent with the terms and conditions of this Agreement, vote each of its Noteholder Claims and Litigant Claims to (A) accept the Plan to the extent consistent with the terms and conditions of this Agreement, by delivering its duly executed and completed ballot(s) accepting the Plan on a timely basis and (B) not withdraw, amend, or revoke (or cause to be withdrawn, amended, or revoked) its vote with respect to such Plan, *provided*, that the votes of the Consenting Noteholders shall be immediately and automatically without further action of any Consenting Noteholder revoked and deemed null and void *ab initio* upon termination of this Agreement pursuant to Section 8 prior to the Effective Date in accordance with the terms hereof;

(ii) neither direct the Indenture Trustee to take any action, nor solicit, encourage or support any other person to (A) take any action, inconsistent with such Consenting Noteholder's obligations under this Agreement, nor (B) exercise any right or remedy for the enforcement, collection, or recovery of any claim against the Company or any direct or indirect subsidiaries of the Company except in a manner consistent with this Agreement, including, without limitation and for the avoidance of any doubt, seeking to initiate involuntary bankruptcy proceedings, the appointment of a provisional liquidator, or seeking to initiate any other sort of insolvency proceeding in a court of competent jurisdiction, or otherwise exercising any right or remedy under the Existing Indenture or any related security agreement (including the right to direct the Indenture Trustee to accelerate any obligations under the Existing Indenture), with respect to the coupon payment that was payable as of August 1, 2017, or otherwise;

(iii) negotiate in good faith, and execute (as applicable), deliver, and perform its obligations under each of the applicable Definitive Documents and use commercially reasonable efforts to take any and all necessary actions to the extent consistent with the terms and conditions of this Agreement in furtherance of the Restructuring;

(iv) (A) support and take all commercially reasonable actions necessary or reasonably requested by the Company to facilitate the solicitation, confirmation, approval, and consummation of the Restructuring, as applicable, and to the extent consistent with the terms and conditions in this Agreement; (B) not take any action directly or indirectly that is inconsistent with, or that would reasonably be expected to prevent, interfere with, delay, or impede the solicitation of votes on the Plan and the confirmation, approval, and consummation of the Restructuring, in each case to the extent applicable, and to the extent consistent with the terms and conditions of this Agreement, including soliciting or causing or allowing any of its agents or representatives to solicit any agreements relating to any restructuring transaction (including, for the avoidance of doubt, a transaction premised on an asset sale, a chapter 11 plan other than one that implements the Restructuring, or otherwise) for the Company or any Equity Party (or any subsidiary thereof), other than the Restructuring (any such transaction, an "***Alternative Transaction***"), (C) not directly or indirectly propose, file, support, vote for, consent to, encourage, or take any other action in furtherance of the negotiation or formulation of any plan of reorganization, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring for any of the Company other than the Restructuring, and (D) not, nor encourage any other person to, take any action that would, or would reasonably be expected to, breach or be inconsistent with this Agreement or delay, impede, appeal,

or take any other negative action, directly or indirectly, to interfere with the acceptance or implementation of the Restructuring to the extent such Restructuring is consistent with the terms and conditions of this Agreement;

(v) support and consent to the Release provisions contained in this Agreement, and their approval in the Plan; and

(vi) to the extent it is a party to a N.Y. Litigation Proceeding, use commercially reasonable efforts to obtain the consent of the court in such proceeding to hold in abeyance any request, motion, pleading, action or hearing (except to the extent necessary to obtain or maintain such consent) in connection with such N.Y. Litigation Proceedings, and cooperate with all other parties to such proceedings to accomplish the same.

b. Transfers. During the Support Period, subject to the terms and conditions hereof, each Consenting Noteholder agrees, solely with respect to itself, that it shall not directly or indirectly sell, use, pledge, assign, transfer, permit the participation in, or otherwise dispose of (each, a "***Transfer***") any ownership (including any beneficial ownership)[1] in its Noteholder Claims (or any rights relating thereto including any Litigant Claims), or any option thereon or any right or interest therein (including by granting any proxies or depositing any interests in the Noteholder Claims into a voting trust or by entering into a voting agreement with respect to the Noteholder Claims), unless the intended transferee (A) is a Consenting Noteholder or an Equity Party and executes and delivers to Kirkland, Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, an executed transfer agreement in the form attached hereto as **Exhibit B** (a "***Transfer Agreement***") before such Transfer is effective (it being understood that any Transfer shall be void *ab initio* and shall not be effective as against the Company or with respect to this Agreement or the transactions contemplated herein until notification of such Transfer and a copy of the executed Transfer Agreement has been received by Kirkland, Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, in each case, on the terms set forth herein) or (B) executes and delivers to Kirkland, Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, an executed transfer and joinder agreement in the form attached hereto as **Exhibit C** (a "***Joinder Agreement***") before such Transfer is effective (it being understood that any Transfer shall be void *ab initio* and shall not be effective as against the Company or with respect to this Agreement or the transactions contemplated herein until notification of such Transfer and a copy of the executed Joinder Agreement has been received by Kirkland, Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, in each case, on the terms set forth herein) (such transfer, a "***Permitted Transfer***" and such party to such Permitted Transfer, a "***Permitted Transferee***").

(i) Notwithstanding anything to the contrary herein, (i) a Qualified Marketmaker[2] that acquires any Noteholder Claims with the purpose and intent of acting as a

[1] As used herein, the term "***beneficial ownership***" means the direct or indirect economic ownership of, and/or the power, whether by contract or otherwise, to direct the exercise of the voting rights and the disposition of, the Noteholder Claims or the right to acquire such Noteholder Claims.

[2] As used herein, the term "***Qualified Marketmaker***" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Company (or enter with customers into long and short positions in claims against the Company), in its capacity as a dealer or market maker in claims against the Company and (b) is, in

Qualified Marketmaker for such Noteholder Claims, shall not be bound by the terms and conditions set forth in this Agreement if such Qualified Marketmaker transfers such Noteholder Claims (by purchase, sale, assignment, participation, or otherwise) within ten (10) business days of its acquisition to a Consenting Noteholder or Permitted Transferee and the transfer otherwise is a Permitted Transfer, and (ii) to the extent any Party is acting solely in its capacity as a Qualified Marketmaker, it may Transfer any ownership interests in the Noteholder Claims that it acquires from a holder of Noteholder Claims that is not a Consenting Noteholder to a transferee that is not a Consenting Noteholder at the time of such Transfer without the requirement that the transferee be or become a signatory to this Agreement or execute a Transfer Agreement.

(ii) This Agreement shall in no way be construed to preclude the Consenting Noteholders from acquiring additional Noteholder Claims; provided that (A) any Consenting Noteholder that acquires additional Noteholder Claims during the Support Period shall promptly notify Kirkland, Milbank, Ropes, Dechert, Cleary, and BakerMcKenzie of such acquisition, including the amount of Initial Noteholder Claims and Additional Noteholder Claims acquired, as applicable, and (B) such acquired Noteholder Claims shall automatically and immediately upon acquisition by a Consenting Noteholder be deemed to be subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to the Company).

(iii) This Section 5(b) shall not impose any obligation on the Company to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Noteholder to Transfer any Noteholder Claims. Notwithstanding anything to the contrary herein, to the extent the Company and another Party have entered into a separate agreement with respect to the issuance of a "cleansing letter" or other public disclosure of information (each such executed agreement, a "***Confidentiality Agreement***"), the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms.

(iv) Any Transfer made in violation of this Section 5(b) shall be void *ab initio*. Upon the completion of any Transfer of Noteholder Claims in accordance with this Section 5(b), the Permitted Transferee shall be deemed a Consenting Noteholder hereunder with respect to such transferred Noteholder Claims and the transferor shall be deemed to relinquish its rights and claims (and be released from its obligations under this Agreement) with respect to such transferred Noteholder Claims; provided, that if such transferor retains any rights related to such Noteholder Claims (including any Litigant Claims), such transferor shall remain subject to the provisions of this Agreement with respect to such rights (including such Litigant Claims).

(v) Each Consenting Noteholder agrees to provide, on two business days' notice, its current holdings of Noteholder Claims to Kirkland, Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, on a professionals' eyes only basis.

6. Agreements of the Equity Parties.

fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

Restructuring Support. During the Support Period, subject to the terms and conditions of this Agreement, including without limitation Section 11, each Equity Party agrees that it shall, and shall cause its direct and indirect subsidiaries to:

(i) use its commercially reasonable efforts to support the Restructuring to the extent consistent with the terms and conditions of this Agreement and to act in good faith and take all reasonable actions necessary to consummate the Restructuring and, to the extent eligible to vote to accept or reject the Plan to the extent consistent with the terms and conditions of this Agreement, and upon receipt of a Disclosure Statement, prospectus, or similar information statement that complies with applicable law and is consistent with the terms and conditions of this Agreement, vote each of its Sponsor Claims to (A) accept the Plan to the extent consistent with the terms and conditions of this Agreement, by delivering its duly executed and completed ballot(s) accepting the Plan, on a timely basis and (B) not withdraw, amend, or revoke (or cause to be withdrawn, amended, or revoked) its vote with respect to the Plan; *provided* that the votes of the Equity Parties shall be immediately and automatically without further action of the Equity Parties revoked and deemed null and void *ab initio* upon termination of this Agreement pursuant to Section 8 prior to the Effective Date in accordance with the terms hereof;

(ii) negotiate in good faith and timely approve, execute (as applicable), deliver, and perform its obligations under each of the applicable Definitive Documents and use commercially reasonable efforts to take any and all necessary actions to the extent consistent with the terms and conditions in this Agreement in furtherance of the Restructuring;

(iii) (A) support and take all commercially reasonable actions necessary or reasonably requested by the Company to facilitate the approval, solicitation, confirmation, and consummation of the Restructuring, in each case as applicable, and to the extent consistent with the terms and conditions in this Agreement, (B) not take any action directly or indirectly that is inconsistent with, or that would reasonably be expected to prevent, interfere with, delay, or impede the solicitation of votes on the Plan and the approval, confirmation, and consummation of the Restructuring, in each case to the extent applicable, and to the extent consistent with the terms and conditions in this Agreement, including soliciting or causing or allowing any of its agents, representatives, or any Equity Party or any agent or representative thereof, to solicit any agreements relating to any Alternative Transaction, (C) not directly or indirectly propose, file, support, vote for, consent to, encourage, or take any other action in furtherance of the negotiation or formulation of any plan of reorganization, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring for any of the Company other than the Restructuring, and (D) not, nor encourage any other person to, take any action which would, or would reasonably be expected to, breach or be inconsistent with this Agreement or delay, impede, appeal, or take any other negative action, directly or indirectly, to interfere with the acceptance or implementation of the Restructuring to the extent such Restructuring is consistent with the terms and conditions in this Agreement;

(iv) not Transfer, offer, or contract to Transfer other than to a person or entity that is bound by, or that agrees to be bound by executing a Joinder Agreement prior to the consummation of such Transfer, in whole or in part, any portion of its right, title, or interests in

any of its shares, stock or other interests in, or claims against the Company or any Consenting Noteholder and any Transfer in violation of this paragraph shall be void *ab initio*;

(v) support and consent to the Release provisions contained in this Agreement, and their approval in the Plan;

(vi) not directly or indirectly (A) propose, file, support, vote for, consent to, encourage, or take any other action in furtherance of the negotiation or formulation of any plan of reorganization, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring for the Company other than the Restructuring; or (B) object to, delay, impede, or take any other action that is inconsistent with, or that would be reasonably expected to prevent, delay, interfere with, or obstruct the proposal, solicitation, confirmation, or consummation of the Plan and that is consistent with the terms and conditions of this Agreement, including engaging in any legal proceeding to object to or interfere with, the acceptance or implementation of the Restructuring, to the extent consistent with the terms and conditions of this Agreement, in accordance with the Plan in each case, to the extent consistent with the terms and conditions of this Agreement;

(vii) take no action that would prevent UMS from (A) carrying on the business of UMS in the ordinary course and in a manner consistent with past practices so as to preserve intact such businesses and its assets and (B) preserving its material relationships with customers, suppliers, licensors, licensees, distributors, and others having material business dealings with UMS;

(viii) take no action to cause UMS to (A) enter into any definitive documentation with respect to, or consummate, any transaction that is material to the business or the assets of UMS, the Company, or their respective subsidiaries other than transactions in the ordinary course of business or that are consistent with past practices, or matters identified in email correspondence provided on or prior to the date of this Agreement from Kirkland to the advisors to the Milbank Initial Noteholder Ad Hoc Group, the Dechert Initial Noteholder Ad Hoc Group, and the Additional Noteholder Ad Hoc Group or (B) to issue any dividends or similar payments, in each case, except as expressly set forth in this Agreement or with the prior written consent of the Required Consenting Initial Noteholders and the Required Consenting Additional Noteholders;

(xiv) use commercially reasonable efforts to (A) obtain the consent of the court in any N.Y. Litigation Proceedings to hold in abeyance any action or hearing in connection with such N.Y. Litigation Proceedings pending the Effective Date and (B) cooperate with all other parties to such proceedings to accomplish the same; and

(xv) the Affiliate Noteholder agrees to provide, on two business days' notice, its current holdings of Noteholder Claims to Kirkland, Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, on a professionals' eyes only basis.

7. <u>Agreements of the Company</u>.

a. <u>Restructuring Support</u>. During the Support Period, subject to the terms and conditions of this Agreement, including without limitation Section 11, the Company agrees that it

shall, and shall cause each of its subsidiaries included in the definition of Company to, without limitation:

(i) use commercially reasonable efforts to implement the Restructuring in accordance with the terms and conditions set forth in this Agreement;

(ii) implement and consummate the Restructuring in a timely manner and take any and all commercially reasonable and appropriate actions in furtherance of the Restructuring, as contemplated under this Agreement;

(iii) negotiate in good faith, and timely approve, execute (as applicable), deliver, and perform its obligations under each of the applicable Definitive Documents and take any and all necessary and appropriate actions in furtherance of the Definitive Documents and this Agreement;

(iv) (A) support and take all reasonable actions necessary or reasonably requested by the other Required Parties to facilitate the approval, solicitation, confirmation, and consummation of the Restructuring, as applicable, (B) not take any action directly or indirectly that is inconsistent with, or that would reasonably be expected to prevent, interfere with, delay, or impede the solicitation of votes on the Plan and the confirmation and consummation of the Restructuring, in each case to the extent applicable, and to the extent consistent with the terms and conditions in this Agreement, including, without limitation, soliciting or causing or allowing any of its agents or representatives to solicit any agreements relating to any Alternative Transaction, (C) except as expressly provided in this Agreement, not directly or indirectly propose, file, support, vote for, consent to, encourage, or take any other action in furtherance of the negotiation or formulation of any plan of reorganization, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, or restructuring in any jurisdiction anywhere in the world for any of the Company other than the Restructuring, and (D) not, nor encourage any other person to, take any action which would, or would reasonably be expected to, breach or be inconsistent with this Agreement or delay, impede, appeal, or take any other negative action, directly or indirectly, to interfere with the acceptance or implementation of the Restructuring in all respects consistent with the terms and conditions in this Agreement;

(v) support and consent to the Release provisions contained in this Agreement, and their approval in the Plan;

(vi) to the extent reasonably practicable under the circumstances, provide draft copies of all motions or applications and other documents the Company intends to file with the Bankruptcy Court to Milbank, Ropes, Dechert, BakerMcKenzie, and Cleary, at least three (3) business days (or such shorter prior review as necessary in light of exigent circumstances) prior to the date when the Company intends to file or execute such document and shall consult in good faith with such parties regarding the form and substance of such proposed filing with the Bankruptcy Court;

(vii) provide to the Consenting Noteholders and the Equity Parties and/or their respective professionals; (A) upon reasonable advance notice to the Company's counsel,

reasonable access (without any material disruption to the conduct of the Company's business) during normal business hours to the Company's books, records, and facilities; (B) upon reasonable advance notice to the Company's counsel, reasonable access to the respective management and advisors of the Company for the purposes of evaluating the Company's finances and operations and participating in the planning process with respect to the Restructuring; (C) reasonable access to any non-confidential information provided to any existing or prospective financing sources (including lenders under any exit financing); (D) timely updates regarding the Restructuring, including any material developments or any material conversations with parties in interest; (E) timely notification of the occurrence of the Agreement Effective Date; (F) upon request by any Consenting Noteholder, the percentage of Consenting Noteholders that have become a party to this Agreement; and (G) any other reasonable information related to the Restructuring reasonably requested by the Consenting Noteholders in writing (email shall suffice) from the Company's professionals.

(viii) support and take all actions as are reasonably necessary and appropriate to obtain any and all required regulatory and/or third-party approvals to consummate the Restructuring;

(ix) to the extent applicable, object, in a reasonable manner, to any motion filed with the Bankruptcy Court by any person (A) seeking the entry of an order terminating the Company's exclusive right to file and/or solicit acceptances of a plan of reorganization; or (B) seeking the entry of an order terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any material asset that, to the extent such relief was granted, would have a material adverse effect on the consummation of the Restructuring transactions;[3]

(x) to the extent applicable, not file any pleading seeking entry of an order, and object, in a reasonable manner, to any motion filed by any other Party with the Bankruptcy Court by any Person seeking the entry of an order, (A) directing the appointment of an examiner or a trustee, (B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing the Chapter 11 Cases, or (D) for relief that (1) is inconsistent with this Agreement in any respect or (2) would reasonably be expected to, frustrate the purposes of this Agreement, including by preventing the consummation of the Restructuring.

(xi) use its commercially reasonable efforts to (A) carry on the business of the Company in the ordinary course and in a manner consistent with past practices, preserve intact such businesses and their assets, and (B) preserve its material relationships with customers, suppliers, licensors, licensees, distributors and others having material business dealings with the Company;

(xii) not solicit, negotiate, or enter into any transaction that is material to the business or the assets of the Company other than (A) transactions in the ordinary course of business

[3] Upon execution of this Agreement, each Party shall be deemed to acknowledge and agree that Douglas Devine provided notice of his intent to resign as the Company's Chief Financial Officer and any other related positions with the Company or the Equity Parties, and such resignation shall not and will not be the basis to terminate this Agreement.

or that are consistent with past practices, and (B) matters identified in email correspondence from Kirkland to the advisors to the Milbank Initial Noteholder Ad Hoc Group, the Dechert Initial Noteholder Ad Hoc Group, and the Additional Noteholder Ad Hoc Group, in each case, except as expressly set forth in this Agreement or with the prior written consent of the Required Consenting Initial Noteholders and the Required Consenting Additional Noteholders; and

(xiii) use commercially reasonable efforts to (A) obtain the consent of the court in any N.Y. Litigation Proceedings to hold in abeyance any action or hearing in connection with such N.Y. Litigation Proceedings and (B) cooperate with all other parties to such proceedings to accomplish the same.

b. Automatic Stay. The Company acknowledges and agrees and shall not dispute that after the commencement of the Chapter 11 Cases, if applicable, the giving of notice of termination by any Party pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and the Company hereby waives, to the fullest extent permitted by law, the applicability of the automatic stay to the giving of such notice).

8. Termination of Agreement.

a. Automatic Termination. This Agreement shall terminate automatically, without any further action required by any Party, upon the occurrence of the Effective Date.

b. Consenting Noteholder Termination Events. This Agreement may be terminated by the Required Consenting Initial Noteholders or the Required Consenting Additional Noteholders, by the delivery to each of the parties hereto (such Consenting Noteholders seeking to terminate, the "***Terminating Consenting Noteholders***") of a written notice in accordance with Section 23, stating in reasonable detail the reasons for such termination, upon the occurrence and continuation of any of the following events:

(i) the breach by any Party, other than the Terminating Consenting Noteholders, of (A) any affirmative or negative covenant contained in this Agreement or (B) any other obligations of such breaching Party set forth in this Agreement, in each case, in any material respect and which breach is continuing for a period of three (3) business days following such breaching Party's receipt of written notice pursuant to Section 23 (which written notice shall set forth in detail the alleged basis for such termination), which written notice will set forth in detail the alleged breach; *provided* that such termination right shall be ineffective if the breaching Party is a Consenting Noteholder other than the Terminating Consenting Noteholder and at such time, (x) Consenting Initial Noteholders holding at least 66 2/3% in aggregate principal amount outstanding of the Initial Notes and (y) holders of the Additional Notes holding at least 66 2/3% in aggregate principal amount outstanding of the Additional Notes have not breached this Agreement in any material respect;

(ii) any representation or warranty in this Agreement made by the Company or the Equity Parties shall have been untrue in any material respect when made, and such breach is continuing for a period of three (3) business days following, as applicable, the applicable Equity Party or the Company's receipt of written notice pursuant to Section 23, which written notice will set forth in detail the alleged breach;

(iii) the Company or any Equity Party files, supports, or fails to timely object to, any motion, pleading, or related document with a court of competent jurisdiction in a manner that is materially inconsistent with this Agreement, and such motion, pleading, or related document has not been withdrawn after three (3) business days of such party receiving written notice in accordance with Section 23 that such motion, pleading, or related document is materially inconsistent with this Agreement;

(iv) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment, or order enjoining the consummation of or rendering illegal the Restructuring or any material portion thereof, and such ruling, judgment, or order has not been reversed or vacated within thirty (30) calendar days after such issuance;

(v) the Company or any Equity Party files, supports (or fails to timely object to) another party in filing, or announces its intention to file or support any plan of reorganization, liquidation, scheme, sale of any material portion of the Company's assets, or any Alternative Transaction, in each case, other than the Restructuring set forth herein (by, for example, filing or announcing its intention to file or support any plan of reorganization, liquidation, scheme, sale of any material portion of the Company's assets, or any Alternative Transaction that includes a provision that contemplates any consent fee, additional compensation, or other economic enhancements not presently contemplated by the Term Sheet to any Initial Noteholder or Additional Noteholder and such provision is more favorable to other Initial Noteholders or Additional Noteholders, as applicable);

(vi) the Company or any Equity Party files or supports (or fails to timely object to) another party in filing (A) a motion or pleading challenging the amount, validity, or priority of any Noteholder Claim, (B) any plan of reorganization, liquidation, or sale of all or substantially all of the Company's assets other than the Restructuring set forth herein, or (C) a motion or pleading asserting (or seeking standing to assert) any purported claims or causes of action against the Consenting Noteholders;

(vii) (A) the Chapter 11 Cases (i) are dismissed, or (ii) are converted to a liquidation, (B) any Bankruptcy Court appoints a liquidator, judicial manager, trustee, receiver, or examiner with expanded powers, or (C) the Cash Collateral Order terminates other than pursuant to its terms, upon the Effective Date, or with the consent of the Company and the Required Consenting Noteholders;

(viii) the failure of the Company to satisfy its obligations with respect to any of the Milestones;

(ix) (A) if the Commencement Date has not occurred as of December 17, 2017; (B) if the interim Cash Collateral Order has not been entered by no later than five (5) business days after the Commencement Date; (C) if each of the Disclosure Statement Order, the Confirmation Order, and the final Cash Collateral Order have not been entered by no later than 45 days after the Commencement Date; and/or (D) if the Effective Date has not occurred by no later than 90 days after the Commencement Date;

(x) the Company files, supports, or fails to timely object to, any motion or pleading seeking to avoid, disallow, subordinate or recharacterize any Noteholder Claims or contests the amount, validity or priority of any of the Noteholder Claims; *provided* that any motions or pleadings filed or actions taken in furtherance of the Restructuring shall not be deemed or construed to contest the priority of the Noteholder Claims;

(xi) the failure of the Company to use commercially reasonable efforts to oppose any enforcement action against any material portion of its assets in any jurisdiction or the entry of a judgment in any enforcement action against any material portion of the Company's assets;

(xii) (A) any Definitive Document is filed by the Company or any Equity Party if such document does not have the consents required by Section 2, (B) any Definitive Document or any related order entered by a court of competent jurisdiction is inconsistent with the terms and conditions set forth in this Agreement, or is otherwise not in form and substance reasonably acceptable to the Required Consenting Noteholders, or (C) any of the terms or conditions of any of the Definitive Documents is waived, amended, supplemented or otherwise modified in a manner that has any impact on the Restructuring or the legal or economic rights or obligations of any of the Parties without (w) the consents required by Section 2 with respect to such Definitive Document, (x) complying with the amendment or waiver provision of a Definitive Document that had the consents required by Section 2, or (y) subject to the limitations in Section 2, the prior written consent of the Required Consenting Noteholders, in each case, which is continuing for two (2) business days after the receipt by the Company of written notice delivered in accordance with Section 23, which written notice will set forth in detail the alleged basis for such termination; provided that solely with respect to the Definitive Documents described in subclause (ii) of Section 2, the Company may file drafts of such Definitive Documents, so long as they are clearly identified as being subject to the future acceptances and approvals as set forth in this Agreement;

(xiii) the Company or any UTAC Party becomes subject to any bankruptcy, liquidation, suspension of payments, winding up, receivership, dissolution or other similar proceedings or processes in any jurisdiction anywhere in the world, or any party petitions for the appointment of a receiver, administrator, curator, examiner, liquidator, replacement board, or trustee in any jurisdiction anywhere in the world, in each case, other than in connection with the Restructuring; or

(xiv) the Company or any of the Company's directors, managers, or officers determines to terminate this Agreement after making a determination as described in Section 11.

c. Company Termination Events. This Agreement may be terminated by the Company by the delivery to each of the parties hereto of a written notice in accordance with Section 23, stating in reasonably detail the reasons for such termination, upon the occurrence and continuation of any of the following events:

(i) the breach in any material respect by a Consenting Noteholder, in each case with respect to any of the representations, warranties, or covenants of such Consenting Noteholders set forth in this Agreement and which breach is continuing for a period of ten (10) calendar days after the receipt by the applicable Consenting Noteholder from the Company of written notice of such breach, which written notice will set forth in detail the alleged breach; *provided* that such

termination right shall be ineffective as to the Company if, at such time, (x) Consenting Initial Noteholders holding at least 66 2/3% percent in aggregate principal amount outstanding of the Initial Notes and (y) holders of Additional Notes holding at least 66 2/3% in aggregate principal amount outstanding of the Additional Notes have not breached this Agreement in any material respect;

(ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment, or order enjoining the consummation of or rendering illegal the Restructuring or any material portion thereof, and such ruling, judgment, or order has not been reversed or vacated within thirty (30) calendar days after such issuance; or

(iii) the Board of Directors of the Company determines that continued performance under this Agreement (including taking any action or refraining from taking any action) would be inconsistent with the exercise of its fiduciary duties under applicable law (as reasonably determined in good faith after consultation with external legal counsel).

d. Equity Parties Termination Events. This Agreement may be terminated by an Equity Party by the delivery to the Company, Milbank, Ropes, Dechert, Cleary, and BakerMcKenzie, of a written notice in accordance with Section 23, upon the occurrence and continuation of any of the following events:

(i) the breach by the Company (unless such breach is caused by or resulted from any action or direction by the Equity Parties or any of their respective employees, agents, or representatives in their respective capacities as such, and not in their capacities as employees, agents, or representatives of the Company or its subsidiaries), Consenting Initial Noteholders, or Consenting Additional Noteholders, of (A) any affirmative or negative covenant contained in this Agreement or (B) any other obligations of such Consenting Noteholder set forth in this Agreement, in each case, in any material respect and which breach is continuing for a period of three (3) business days following the receipt of written notice pursuant to Section 23 (as applicable); provided that such termination right shall be ineffective as to the Equity Parties if, at the time of any breach by the Consenting Initial Noteholders or the Consenting Additional Noteholders, (x) Consenting Initial Noteholders holding at least 66 2/3% percent in aggregate principal amount outstanding of the Initial Notes and (y) holders of Additional Notes holding at least 66 2/3% in aggregate principal amount outstanding of the Additional Notes have not breached this Agreement in any material respect;

(ii) any representation or warranty in this Agreement made by the Company or a Consenting Noteholder shall have been untrue in any material respect when made, and such breach is continuing for a period of three (3) business days following the receipt of written notice pursuant to Section 23 (as applicable);

(iii) the Company (unless the Company is acting at the direction or instruction of the Equity Parties or any of their respective employees, agents, or representatives in their respective capacities as such, and not in their capacities as employees, agents, or representatives of the Company or its subsidiaries), or any Consenting Noteholder files any motion, pleading, or related document with a court of competent jurisdiction in a manner that is materially inconsistent

with this Agreement, and such motion, pleading, or related document has not been withdrawn after three (3) business days following the receipt of written notice in accordance with Section 23 that such motion, pleading, or related document is materially inconsistent with this Agreement;

(iv) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment, or order enjoining the consummation of or rendering illegal the Restructuring or any material portion thereof, and such ruling, judgment, or order has not been reversed or vacated within thirty (30) calendar days after such issuance;

(v) the Company (unless the Company is acting at the direction or instruction of the Equity Parties or any of their respective employees, agents, or representatives in their respective capacities as such, and not in their capacities as employees, agents, or representatives of the Company or its subsidiaries) or a Consenting Noteholder files, supports, encourages, or fails to timely object to another party in filing (A) a motion or pleading challenging the amount, validity, or priority of any equity interests in the Company or claims held by the Equity Parties, (B) any plan of reorganization, liquidation, scheme or sale of all or substantially all of the Company's assets other than the Restructuring set forth herein, or (C) a motion or pleading asserting (or seeking standing to assert) any purported claims or causes of action against the Equity Parties;

(vi) the failure of the Company (unless the Company is acting at the direction or instruction of the Equity Parties or any of their respective employees, agents, or representatives in their respective capacities as such, and not in their capacities as employees, agents, or representatives of the Company or its subsidiaries) to satisfy its obligations with respect to any of the Milestones; or (A) if the Commencement Date has not occurred as of December 17, 2017; (B) if the interim Cash Collateral Order has not been entered by no later than five (5) business days after the Commencement Date; (C) if each of the Disclosure Statement Order, the Confirmation Order, and the final Cash Collateral Order have not been entered by no later than 45 days after the Commencement Date; and/or (D) if the Effective Date has not occurred by no later than 90 days after the Commencement Date.

(vii) the failure of the Company (unless the Company is acting at the direction or instruction of the Equity Parties or any of their respective employees, agents, or representatives in their respective capacities as such, and not in their capacities as employees, agents, or representatives of the Company or its subsidiaries) to oppose any enforcement action against any material portion of its assets in any jurisdiction or the entry of a judgment in any enforcement action against any material portion of the Company's assets;

(viii) (A) any Definitive Document is filed by the Company (unless the Company is acting at the direction or instruction of the Equity Parties or any of their respective employees, agents, or representatives in their respective capacities as such, and not in their capacities as employees, agents, or representatives of the Company or its subsidiaries) or a Consenting Noteholder that does not have the consents required by Section 2, (B) any Definitive Document or any related order entered by a court of competent jurisdiction is materially inconsistent with the terms and conditions set forth in this Agreement, or is otherwise not in form and substance reasonably acceptable to the Equity Parties, or (C) any of the terms or conditions of any of the Definitive Documents is waived, amended, supplemented or otherwise modified in a manner that

has any material impact on the Restructuring or the legal or economic rights or obligations of any of the Parties without (w) the consents required by Section 2 with respect to such Definitive Document, (x) complying with the amendment or waiver provision of a Definitive Document that had the consents required by Section 2, or (y) the prior written consent of the Equity Parties, and such failure or breach is continuing for two (2) business days after the receipt by the Company of written notice delivered in accordance herewith; provided that solely with respect to the Definitive Documents described in subclause (ii) of Section 2, the Company may file drafts of such Definitive Documents, so long as they are clearly identified as being subject to future acceptances and approvals as set forth in this Agreement; provided further that notwithstanding anything to the contrary herein, (I) a breach by a Consenting Noteholder shall be ineffective and shall not give rise to an event of termination in this Section 8(d) if, at such time (x) Consenting Initial Noteholders holding at least 66 2/3% percent in aggregate principal amount outstanding of the Initial Notes and (y) holders of Additional Notes holding at least 66 2/3% in aggregate principal amount outstanding of the Additional Notes have not breached this Agreement in any material respect and (II) a breach by or action of the Affiliate Noteholder shall not give rise to an event of termination in this Section 8(d) for any Affinity Entity.

e. Mutual Termination. This Agreement may be terminated by mutual agreement of the Required Parties upon the receipt of written notice delivered in accordance with Section 23.

f. Effect of Termination. Upon the termination of this Agreement in accordance with this Section 8, and except as provided in Section 17, this Agreement shall forthwith become null and void and of no further force or effect as to all Parties and each Party shall, except as provided otherwise in this Agreement, be immediately released from its liabilities, obligations, commitments, undertakings, and agreements under or related to this Agreement and shall have all the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement; provided, that in no event shall any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination; provided further, that the Parties agree that upon the termination of this Agreement, they will collectively move the applicable court in the N.Y. Litigation Proceedings to reinstate such proceeding as to each defendant as to whom such litigation is not stayed by the Bankruptcy Code or an order of the Bankruptcy Court. Upon any such termination of this Agreement, any votes or consents given by a Consenting Noteholder prior to such termination shall automatically be deemed, for all purposes, to be null and void *ab initio* and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring and this Agreement and such consents or ballots may be changed or resubmitted regardless of whether the applicable voting deadline has passed (without the need to seek an order of a court of competent jurisdiction or consent from the Company or any other applicable Party allowing such change or resubmission).

9. Definitive Documents; Good Faith Cooperation; Further Assurances.

Subject to the terms and conditions described herein, during the Support Period, each Party, severally and not jointly, hereby covenants and agrees to use commercially reasonable efforts in good faith in connection with the negotiation, drafting, execution (to the extent such Party is a party thereto), and delivery of the Definitive Documents. Furthermore, subject to the terms and

conditions hereof, each of the Parties shall take such action as may be reasonably necessary or reasonably requested by the other Parties to carry out the purposes and intent of this Agreement, including making and filing any required regulatory filings. For purposes of this Agreement, any consents or approvals of the Required Consenting Initial Noteholders or the Required Consenting Additional Noteholders may be delivered on behalf of such Parties by (i) Milbank on behalf of the Required Consenting Initial Noteholders that are members of the Milbank Initial Noteholder Ad Hoc Group, (ii) Dechert on behalf of the Required Consenting Initial Noteholders that are members of the Dechert Initial Noteholder Ad Hoc Group, and (iii) Ropes on behalf of the Required Consenting Additional Noteholders.

Notwithstanding the foregoing, nothing in this Agreement, and neither a vote to accept the Plan by any Party, nor the acceptance of the Plan by any Party, shall: (A) be construed to limit consent and approval rights provided in this Agreement and the Definitive Documents, (B) be construed to prohibit any Party from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement, or exercising rights or remedies specifically reserved herein, (C) be construed to prohibit any Party from appearing as a party-in-interest in any matter to be adjudicated in a court of competent jurisdiction, so long as such appearance and the positions advocated in connection therewith are not inconsistent with this Agreement and are not for the purpose of hindering, delaying, or preventing the consummation of the Restructuring, or (D) impair or waive the rights of any Party to assert or raise any objection not prohibited by this Agreement in connection with any hearing in a court of competent jurisdiction, including, without limitation, any hearing on approval of the Plan.

10. Representations and Warranties.

a. Each Party, severally and not jointly, represents and warrants to the other Parties that the following statements are true, correct, and complete as of the date hereof (or as of the date such Party becomes a party hereto):

(i) such Party is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and has, as applicable, all requisite corporate, partnership, limited liability company, or similar authority to enter into this Agreement and carry out the transactions contemplated hereby and perform its obligations contemplated hereunder; and the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by, as applicable, all necessary corporate, limited liability company, partnership, or other similar action on its part;

(ii) the execution, delivery, and performance by such Party of this Agreement does not and will not (A) violate any provision of law, rule, or regulation applicable to it, its charter, or bylaws (or other similar governing documents), or (B) conflict with, result in a breach of, or constitute a default under any material contractual obligation to which it is a party (*provided* that with respect to the Company and Equity Parties, it is understood that commencing the Chapter 11 Cases may result in a breach of or constitute a default under such obligations);

(iii) the execution, delivery, and performance by such Party of this Agreement does not and will not require any registration or filing with, consent, or approval of, or notice to,

or other action, with or by, any federal, state, or governmental authority or regulatory body, except such filings as may be necessary and/or required by a court of competent jurisdiction; and

(iv) this Agreement is the legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of a court of competent jurisdiction.

b. Each Consenting Noteholder severally (and not jointly), represents and warrants to the Company that, as of the date hereof (or as of the date such Consenting Noteholder becomes a party hereto), such Consenting Noteholder (i) is the beneficial owner of the aggregate principal amount of Noteholder Claims set forth below its name on the signature page hereof (or below its name on the signature page of a Transfer Agreement for any Consenting Noteholder that becomes a party hereto after the date hereof), which shall specify the aggregate principal amount of Initial Noteholder Claims and/or Additional Noteholder Claims held by such Consenting Noteholder, as applicable, (ii) does not directly or indirectly own any Noteholder Claims other than as identified below its name on its signature page hereof, and/or (iii) has, with respect to the beneficial owners of such Noteholder Claims (as may be set forth on a schedule to such Consenting Noteholder's signature page hereto), (A) sole investment or voting discretion with respect to such Noteholder Claims, (B) full power and authority to vote on and consent to matters concerning such Noteholder Claims, or to exchange, assign, and transfer such Noteholder Claims, (C) full power and authority to bind or act on the behalf of, such beneficial owners for purposes of this Agreement, and (D) solely with respect to the Consenting Initial Noteholders that are members of the Dechert Initial Noteholder Ad Hoc Group, that the Coordination Agreement, dated as of September 25, 2017, has been terminated in accordance with the terms thereof, and that such agreement is no longer in effect, and that such Consenting Initial Noteholder is not party to any similar coordination or cooperation agreement with respect to the subject matter of this Agreement; and (E) solely with respect to the Consenting Initial Noteholders that are members of the Milbank Initial Noteholder Ad Hoc Group, that the Amended and Restated Coordination Agreement, dated as of September 11, 2017, has been terminated in accordance with the terms thereof, and that such agreement is no longer in effect, and that such Consenting Initial Noteholder is not party to any similar coordination or cooperation agreement with respect to the subject matter of this Agreement.

c. Each of the Company and the Equity Parties, other than the Affiliate Noteholder, severally (and not jointly) represents and warrants to the Consenting Noteholders that the following statements are true, correct, and complete as of the Agreement Effective Date:

(i) neither it nor any of its affiliates has entered into any agreements with any party regarding a sale or restructuring of the Company that would result in a greater recovery on the Noteholder Claims than is contemplated under this Agreement;

(ii) since July 30, 2017, neither the Company, the UTAC Parties, nor UMS have made any distributions or paid any dividends to the Equity Parties or any affiliate (other than the UTAC Parties and their subsidiaries) thereof, other than as set forth on Schedule 1.

11. **Fiduciary Duty.**

a. Notwithstanding any other provision in this Agreement to the contrary, nothing in this Agreement shall require the Company, nor the Company's directors, managers, and officers, including any director, manager, employee, or officer of the Company that is an employee, representative, or agent of any Equity Party, to take or refrain from taking any action in its capacity as a director, manager, or officer of the Company pursuant to this Agreement (including, without limitation, terminating this Agreement under Section 8), to the extent such person or persons determines, based on the advice of external counsel (including counsel to the Company), that taking, or refraining from taking, such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law; provided, that this Section 11 shall not impede any Party's right to terminate this Agreement pursuant to Section 8. The Company shall provide detailed written notice, in accordance with Section 23, to the Consenting Noteholders contemporaneously with any determination by the Company or the Company's directors, managers, or officers, to take or refrain from taking any such action, which notice shall set forth in reasonable detail the basis for such determination.

b. The Company hereby acknowledges and agrees that as of the Agreement Effective Date that the Company's entry into this Agreement does not violate, and is consistent with, the fiduciary duties of the Company's directors, managers, or officers, as applicable.

12. Disclosure; Publicity.

The Company will issue a press release and make publicly available this Agreement not later than 7:30 a.m., prevailing Eastern Time on the business day following the date hereof. The Company will use commercially reasonable efforts to submit drafts to Milbank, Ropes, Dechert, Cleary, and BakerMcKenzie of any further press releases, public documents, and any and all filings with any regulatory authority, a court of competent jurisdiction, or otherwise that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least forty-eight hours prior to making any such disclosure, and shall afford them a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall consider any such comments in good faith. Except as required by law or otherwise permitted under the terms of any other agreement between the Company on the one hand, and any Consenting Noteholder, on the other hand, no Party or its advisors (including counsel to any Party) shall disclose to any person (including, for the avoidance of doubt, any other Consenting Noteholder), other than advisors to the Company, the principal amount or percentage of any Noteholder Claims or any other securities of the Company held by any Party or the specific legal entity name of any Consenting Noteholder, in each case, without such Party's prior written consent; *provided* that (i) if such disclosure is required to be made publicly by law, subpoena, or other legal process or regulation, the disclosing Party shall afford the relevant Party a reasonable opportunity to review and comment in advance of such public disclosure and shall take all reasonable measures to limit such public disclosure (the expense of which, if any, shall be borne by the relevant disclosing Party) and (ii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Noteholder Claims held by all the Consenting Noteholders collectively.

13. Amendments and Waivers; Most Favored Treatment.

a. During the Support Period this Agreement, including any exhibits or schedules hereto may not be waived, modified, amended, or supplemented except in a writing signed by the Required Parties; provided, that: (i) any waiver, modification, amendment, or supplement to this Section 13 shall require the prior written consent of each Party; (ii) any waiver, modification, amendment or supplement to the definition of Required Consenting Noteholders shall require the prior written consent of each Consenting Noteholder that is a member of the Milbank Initial Noteholder Ad Hoc Group, the Additional Noteholder Ad Hoc Group, and the Dechert Initial Noteholder Ad Hoc Group; and (iii) any waiver, modification, amendment, or supplement that disproportionately and adversely affects the economic recoveries or treatment of any Consenting Noteholder may not be made without the prior written consent of such Consenting Noteholder; provided, that if (1) if any such wavier, modification, amendment, or supplement: (a) provides for an amount other than $665 million in New Secured Notes being issued on the Effective Date pursuant to the Plan; (b) decreases the coupon for the New Secured Notes to an amount that is below 8.5% per annum or provides for a non-cash coupon; (c) changes the "Call Protection" terms specified in the Term Sheet; (d) reduces the aggregate cash consideration to be paid to the Initial Noteholders to an amount that is less than $10 million; or (e) permits UMS not to be contributed to the Company as of the Effective Date, and (2) such change disproportionately or adversely affects any Consenting Initial Noteholder, then any Consenting Initial Noteholder that has not consented to or approved such waiver, modification, amendment, or supplement may terminate this Agreement as to itself only by the delivery to each of the Parties hereto of a written notice of such in accordance with Section 23; and provided further, that (1) if any such waiver, modification, amendment, or supplement: (a) provides for an amount other than $665 million in New Secured Notes being issued on the Effective Date pursuant to the Plan; (b) decreases the coupon for the New Secured Notes to an amount that is below 8.5% per annum or provides for a non-cash coupon; (c) changes the "Call Protection" terms specified in the Term Sheet; (d) reduces the percentage of common equity of UTAC to be received by the Additional Noteholders to an amount that is less than 31%; or (e) permits UMS not to be contributed to the Company as of the Effective Date, and (2) such change disproportionately or adversely affects any Consenting Additional Noteholder, then any Consenting Additional Noteholder that has not consented to or approved such waiver, modification, amendment, or supplement may terminate this Agreement as to itself only by the delivery to each of the Parties hereto of a written notice of such in accordance with Section 23.

b. If, during the Support Period, the Company or the Equity Parties or any of their respective subsidiaries or affiliates enters into any agreement (other than this Agreement) with any Initial Noteholder with respect to the subject matter of the Restructuring that proposes to offer any consent fee, compensation, settlement payment, or other economic enhancements not presently contemplated hereunder to any such Initial Noteholder, or such agreement or proposal contains any term or provision that is more favorable to such holder than as contained in this Agreement (including, without limitation, the opportunity to participate in any consent fee, compensation, or other economic enhancement not presently contemplated hereunder), then the Company or the Equity Parties, as applicable, shall provide prompt written notice to each Consenting Initial Noteholder in accordance with Section 23, of entry into such agreement or proposal and the terms and provisions of such agreement or proposal, and each Consenting Initial Noteholder shall, if it requests, have the benefit of such term or provision (and any such fee, payment, compensation or

other economic enhancement) as if it were fully set forth herein for the purpose of making such term or provision legally valid, binding, and enforceable among the Parties.

14. Effectiveness.

This Agreement shall become effective and binding on the Parties on the Agreement Effective Date, and not before such date; provided, that signature pages executed by Consenting Noteholders shall be delivered to (a) the Company, Consenting Noteholders, Milbank, Dechert, Ropes, Cleary, and BakerMcKenzie in a redacted form that removes such Consenting Noteholders' holdings of the Senior Secured Notes and any schedules to such Consenting Noteholders' holdings and (b) counsel to the Company in an unredacted form (to be held by such counsel on a professionals' eyes only basis).

15. Governing Law; Jurisdiction; Waiver of Jury Trial.

a. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, without giving effect any conflicts of law principles which would permit or require the application of the law of any other jurisdiction.

b. Each of the Parties irrevocably agrees for itself that any legal action, suit, or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns shall be brought and determined in any federal or state court in the Borough of Manhattan, the City of New York, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Agreement or the Restructuring. Each of the Parties agrees not to commence any proceeding relating hereto or thereto except in the courts described above in New York, other than proceedings in any court of competent jurisdiction to enforce any judgment, decree, or award rendered by any such court in New York as described herein. Subject to the foregoing, each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim, or otherwise, in any proceeding arising out of or relating to this Agreement or the Restructuring, (i) any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason and (ii) that (A) the proceeding in any such court is brought in an inconvenient forum, (B) the venue of such proceeding is improper, or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Notwithstanding the foregoing consent to New York jurisdiction, if the Chapter 11 Cases are commenced, each Party agrees that the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement. By executing and delivering this Agreement, and upon commencement of the Chapter 11 Cases, each of the Parties irrevocably and unconditionally submits to the personal jurisdiction of the Bankruptcy Court solely for purposes of any action, suit, proceeding, or other contested matter arising out of or relating to this Agreement, or for recognition or enforcement of any judgment rendered or order entered in any such action, suit, proceeding, or other contested matter.

c. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO

THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. ANY DISPUTES RESOLVED IN COURT SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

16. Specific Performance/Remedies.

It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party, that such breach would represent an irreparable harm, and that each non-breaching Party shall be entitled to, in addition to any other legal or equitable rights or remedies under applicable law, specific performance of the terms hereof and injunctive or other equitable relief, including attorneys' fees and costs (without the posting of bond) as a remedy of any such breach, without the necessity of proving the inadequacy of money damages as a remedy, including an order of a court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder; provided, however, that no Party shall be entitled to pursue specific performance as a remedy against any other Party in connection with any action or omission taken pursuant to Section 11 of this Agreement.

17. Survival.

Notwithstanding the termination of this Agreement pursuant to Section 8 (other than a termination pursuant to Section 8(a)), the agreements and obligations of the Parties set forth in the following Sections: 8(f), 11, 13(a), 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 28 (and any defined terms used in any such Sections) shall survive such termination and shall continue in full force and effect for the benefit of the Consenting Noteholders in accordance with the terms hereof; provided that any liability of a Party for failure to comply with the terms of this Agreement shall survive such termination (other than a termination pursuant to Section 8(a)).

18. Headings.

The headings of the sections, paragraphs, and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

19. Successors and Assigns; Severability; Several Obligations.

This Agreement is intended to bind and inure to the benefit of each of the Parties and their respective predecessors, successors, permitted assigns, heirs, executors, administrators, and representatives; provided that nothing contained in this Section 19 shall be deemed to permit Transfers of interests in the Noteholder Claims, other than in accordance with the express terms of this Agreement. Notwithstanding anything to the contrary herein, the agreements, representations, and obligations of the Parties are, in all respects, several and neither joint nor joint and several. For the avoidance of doubt, the obligations arising out of this Agreement are several and neither

joint nor joint and several with respect to each Consenting Noteholder, in accordance with its proportionate interest hereunder, and the Parties agree not to proceed against any Consenting Noteholder for the obligations of another. For the avoidance of doubt, the obligations arising out of this Agreement are several and neither joint, nor joint and several, with respect to each Equity Party.

20. No Third-Party Beneficiaries.

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary hereof.

21. Prior Negotiations; Entire Agreement.

This Agreement, including the exhibits and schedules hereto (including the Term Sheet) constitutes the entire, integrated agreement of the Parties, and supersedes all other prior negotiations, with respect to the subject matter hereof and thereof, except that the Parties acknowledge that any confidentiality agreements (if any) heretofore executed between the Company and each Consenting Noteholder shall continue in full force and effect in accordance with its terms.

22. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by facsimile, electronic mail, or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

23. Notices.

All notices hereunder shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, facsimile, courier or by registered or certified mail (return receipt requested) to the following addresses and facsimile numbers:

(1) If to the Company, to:

Global A&T Electronics Ltd.
11 Martine Avenue, 12th Floor
White Plains, NY 10606
Attention: Michael Foreman
(Michael_Foreman@utacgroup.com)

With a copy to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attention: Patrick J. Nash, Jr., P.C.
Gregory F. Pesce

Laura Krucks
(patrick.nash@kirkland.com)
(gregory.pesce@kirkland.com)
(laura.krucks@kirkland.com)

(2) If to an Initial Noteholder that is a member of the Milbank Initial Ad Hoc Noteholder Group, or a transferee thereof, to the addresses or facsimile numbers set forth below following such Consenting Noteholder's signature (or as directed by any transferee thereof), as the case may be, with a copy (which shall not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP
28 Liberty Street
New York, NY 10005
+1-212-530-5000
Attention: Dennis F. Dunne
Abhilash M. Raval
Brian Kinney
Michael W. Price
(ddunne@milbank.com)
(araval@milbank.com)
(bkinney@milbank.com)
(mprice@milbank.com)

(3) If to an Initial Noteholder that is a member of the Dechert Initial Noteholder Ad Hoc Group or a transferee thereof, to the addresses or facsimile numbers set forth below following such Consenting Noteholder's signature (or as directed by any transferee thereof), as the case may be, with a copy to:

Dechert LLP
1095 Avenue of the Americas
New York, NY 10036
Attention: Michael J. Sage
Brian E. Greer
Janet M. Doherty
(michael.sage@dechert.com)
(brian.greer@dechert.com)
(janet.doherty@dechert.com)

(4) If to an Additional Noteholder or a transferee thereof, to the addresses or facsimile numbers set forth below following such Additional Noteholder's signature (or as directed by any transferee thereof), as the case may be, and, if such Additional Noteholder is a member of the Additional Noteholder Ad Hoc Group, with a copy to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036-8704

Attention: Gregg Galardi
Stephen Moeller-Sally
Daniel Anderson
(gregg.galardi@ropesgray.com)
(ssally@ropesgray.com)
(daniel.anderson@ropesgray.com)

(4) If to a UTAC Party, to:

22 Ang Mo Kio Industrial Park 2
Singapore 569506
Attention: John Nelson
(john_nelson@utacgroup.com)

(5) If to TPG, to:

80 Raffles Place
#15-01 UOB Plaza 1
Singapore 048624
Attention: Dominic Picone
(dpicone@tpg.com)

With a copy to:
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York NY 10006
Attention: James Bromley
Benjamin Beller
(jbromley@cgsh.com)
(bbeller@cgsh.com)

(6) If to any Affinity Entity other than the Affiliate Noteholder, to:

Jade Electronics Holdings
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

with a copy to:

c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard

#28-03 Suntec Tower Three
Singapore 038988

with a copy which shall not constitute notice to:

Baker & McKenzie LLP
300 East Randolph Street
Chicago, Illinois 60601
Attention: David Heroy, Esq.
(david.heroy@bakermckenzie.com)

(7) If to Affiliate Noteholder, to:

Costa Esmeralda Investments Limited
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

with a copy to:

c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

with a copy which shall not constitute notice to:

Baker & McKenzie LLP
300 East Randolph Street
Chicago, Illinois 60601
Attention: David Heroy, Esq.
(david.heroy@bakermckenzie.com)

Any notice given by electronic mail, facsimile, delivery, mail, or courier shall be effective when received.

24. Reservation of Rights; No Admission.

a. Nothing contained herein shall (i) limit (A) the ability of any Party to consult with other Parties, or (B) the rights of any Party under any applicable bankruptcy, insolvency, foreclosure, or similar proceeding, including the right to appear as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in or related to the Restructuring before a court of competent jurisdiction, in each case, so long as such consultation or appearance is not inconsistent with such Party's obligations hereunder, or, to the extent such

Restructuring is consistent with this Agreement, under the terms of the Restructuring; (ii) limit the ability of any Consenting Noteholder to sell or enter into any transactions in connection with the Noteholder Claims, or any other claims against or interests in the Company, subject to the terms of Section 5(b); (iii) limit the rights of any Consenting Noteholder under the Existing Indenture or any agreements executed in connection with the Existing Indenture; or (iv) constitute a waiver or amendment of any provision of the Existing Indenture or any agreements executed in connection with the Existing Indenture.

b. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of each of the Parties to protect and preserve its rights, remedies, and interests, including its claims against any of the other Parties (or their respective affiliates or subsidiaries) or its full participation in any bankruptcy case filed by the Company or any of its affiliates and subsidiaries. This Agreement and the transactions contemplated thereby are part of a proposed settlement of matters that have been or could otherwise be the subject of litigation among the Parties. Pursuant to Rule 408 of the Federal Rule of Evidence, any applicable state rules of evidence, and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms. This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses that it has asserted or could assert.

25. Relationship Among Consenting Noteholders.

a. It is understood and agreed that no Consenting Noteholder has any duty of trust or confidence in any kind or form with any other Consenting Noteholder as a result of this Agreement. In this regard, it is understood and agreed that any Consenting Noteholder may trade in the Noteholder Claims or other debt of the Company without the consent of the Company or any other Consenting Noteholder, subject to applicable securities laws, the terms of this Agreement, and any confidentiality agreement entered into with the Company; provided, that no Consenting Noteholder shall have any responsibility for any such trading to any other person or entity by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Consenting Noteholders shall in any way affect or negate this Agreement. The Parties acknowledge that this agreement does not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Company and the Parties do not constitute a "group" within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended. No action taken by any Party pursuant to this Agreement shall be deemed to constitute or to create a presumption by any of the Parties that the Parties are in any way acting in concert or as such a "group."

b. Notwithstanding anything to the contrary herein, nothing in this Agreement shall require any Consenting Noteholder or representative of a Consenting Noteholder that becomes a member of a statutory committee that may be established in any proceeding before a court of competent jurisdiction to take any action, or to refrain from taking any action, in such person's capacity as a statutory committee member; provided, that nothing in this Agreement shall be

construed as requiring any Consenting Noteholder to serve on any statutory committee that may be established in any proceeding before a court of competent jurisdiction .

26. No Solicitation; Representation by Counsel; Adequate Information.

a. This Agreement is not and shall not be deemed to be a solicitation for votes in favor of the Plan. The acceptances and consents of any party with respect to the Plan will not have been solicited until after such party has been provided with such disclosures and/or materials in compliance with the applicable requirements of applicable law with respect to such solicitation.

b. Each Party acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

c. Although none of the Parties intends that this Agreement should constitute, and they each believe it does not constitute, a solicitation or acceptance of a chapter 11 plan of reorganization or an offering of securities, each Consenting Noteholder acknowledges, agrees, and represents to the other Parties that it (i) is an "accredited investor" as such term is defined in Rule 501(a) of the Securities Act of 1933, (ii) understands that any securities to be acquired by it pursuant to the Restructuring have not been registered under the Securities Act and that such securities are, to the extent not acquired pursuant to section 1145 of the Bankruptcy Code, being offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon such Consenting Noteholder's representations contained in this Agreement and cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available, and (iii) has such knowledge and experience in financial and business matters that such Consenting Noteholder is capable of evaluating the merits and risks of the securities to be acquired by it pursuant to the Restructuring and understands and is able to bear any economic risks with such investment.

27. Fees & Expenses.

Pursuant to the existing fee payment agreements the Company shall pay or reimburse in cash when due all reasonable and documented fees and out-of-pocket expenses (including travel costs and expenses), regardless of whether such fees and expenses were incurred prepetition or postpetition, of (i) the members of the Milbank Initial Noteholder Ad Hoc Group, the Dechert Initial Noteholder Ad Hoc Group, and the Additional Noteholder Ad Hoc Group and their respective counsel advising on the Restructuring (including foreign and local counsel advising on collateral matters), (ii) Milbank, as primary U.S. counsel to the Milbank Initial Noteholder Ad Hoc Group, (ii) Drew & Napier as primary Singapore counsel to the Milbank Initial Noteholder Ad Hoc Group, (iv) PJT, as financial advisor to the Milbank Initial Noteholder Ad Hoc Group, (v) Ropes, as primary U.S. counsel to the Additional Noteholder Ad Hoc Group, (vi) local counsel retained by the Additional Noteholder Ad Hoc Group, (vii) Houlihan Lokey, as financial advisor to the Additional Noteholder Ad Hoc Group, and (viii) Dechert, as primary U.S. Counsel to the Dechert Initial Noteholder Ad Hoc Group. In addition, the reasonable fees and out-of-pocket expenses, irrespective of whether such fees and expenses were incurred prepetition or postpetition,

of Lowenstein and Brown Rudnick, each as counsel to certain Consenting Noteholders in the N.Y. Litigation Proceedings, shall be paid as follows: (a) any such fees and out-of-pocket expenses that are outstanding and invoiced to the Company as of November 6, 2017 shall have been paid in cash by (or on behalf of) the Company on or before the tenth business day after the date on which Consenting Initial Noteholders holding at least 66 2/3% in aggregate principal amount outstanding of the Initial Notes have executed this Agreement and (b) any other such fees and out-of-pocket expenses shall be payable in cash pursuant to the Plan. The Company will also pay or reimburse any fees and expenses of the Indenture Trustee, whether or not such fees and expenses were incurred prepetition or postpetition, to the extent provided under the Existing Indenture.

For the avoidance of doubt, the Required Consenting Initial Noteholders may terminate this Agreement if the Company seeks the termination of any engagement letter or fee letter with respect to any of the advisors to the Milbank Initial Noteholder Ad Hoc Group or the Dechert Initial Noteholder Ad Hoc Group and the Required Additional Noteholders may terminate this Agreement if the Company seeks the termination of any engagement letter or fee letter with respect to any of the advisors to the Additional Noteholder Ad Hoc Group. The Plan will contain provisions for the payment in cash of (x) the reasonable and documented fees and expenses of the parties identified in this Section 27 and (y) all trustee, agency, representative and similar fees and reimbursable expenses that are payable under the Existing Indenture and related documents.

28. Interpretation.

This Agreement is the product of negotiations among the Parties, and the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement or any portion hereof, shall not be effective in regard to the interpretation hereof.

29. Additional Parties.

Without in any way limiting the requirements of Section 5(b) of this Agreement, additional Initial Noteholders and Additional Noteholders may elect to become Parties upon execution and delivery to the other Parties of a counterpart hereof in accordance with Section 14. Such additional Parties shall become a Consenting Initial Noteholder or Consenting Additional Noteholder (as the case may be) under this Agreement in accordance with the terms of this Agreement.

30. Forbearance Fee.

Each Holder of Noteholder Claims that is a Consenting Initial Noteholder, a Consenting Additional Noteholder, or the Affiliate Noteholder as of the applicable Consent Date (as set forth on **Exhibit F**, which may be extended by the Company after consultation with the Required Consenting Initial Noteholders or the Required Consenting Additional Noteholders, as applicable) will be entitled to its Pro Rata Share of the applicable Forbearance Fee. For the avoidance of any doubt, such Forbearance Fee shall be settled only in the form of consideration set forth on **Exhibit F**, and the Company reserves the right to require any Consenting Initial Noteholder, Consenting Additional Noteholder, or the Affiliate Noteholder that asserts it is eligible to receive the Forbearance Fee to certify in writing and demonstrate to the Company's reasonable satisfaction (consistent with the verification requirements of Rule 506(c) promulgated under the Securities Act

of 1933) that such Consenting Initial Noteholder, Consenting Additional Noteholder, or the Affiliate Noteholder is an "accredited investor" for purposes of the U.S. securities laws.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

Global A&T Electronics Ltd.
(on behalf of itself and its direct and indirect subsidiaries)

By: _____
Name: Michael E Foreman
Title: General Counsel

UTAC Holdings Ltd.

By: _____
Name: Michael E. Foreman
Title: General Counsel

UTAC Manufacturing Services Holdings Pte. Ltd.
(on behalf of itself and its direct and indirect subsidiaries)

By: _____
Name: Michael E. Foreman
Title General Counsel

Global A&T Holdings

By: _____
Name: Michael E. Foreman
Title: General Counsel

TPG ASIA UNICORN, L.P.

By: TPG ASIA GENPAR V, L.P., its general partner

By: TPG ASIA GENPAR V ADVISORS, INC., its general partner

By: _____
Name: Michael LaGatta
Title: Vice President

NEWBRIDGE ASIA UNICORN, L.P.

By: NEWBRIDGE ASIA GENPAR IV, L.P., its general partner

By: NEWBRIDGE ASIA GENPAR IV ADVISORS, INC., its general partner

By: _____
Name: Michael LaGatta
Title: Vice President

Company Claims/Interests Owned:

Global A&T Holdings Shareholder

Notice Address:

80 Raffles Place
#15-01 UOB Plaza 1
Singapore 048624
Attention: Dominic Picone
(dpicone@tpg.com)

With a copy to:
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York NY 10006
Attention: James Bromley
Benjamin Beller
(jbromley@cgsh.com)
(bbeller@cgsh.com)

AFFINITY ASIA PACIFIC FUND III, L.P.
by Affinity Fund III General Partner Limited as the general partner to Affinity Asia Pacific Fund III, L.P.

By: _____
Name: Goh Choo Leong
Title: Director

_____
Robin Ong Eng Jin
Director

Company Claims/Interests Owned:

Notice Address:
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

Fax: +65 62387765
Attention: Goh Choo Leong
Email: aarongoh@affinityequity.com

AFFINITY PACIFIC FUND III (NO. 2) L.P.
by Affinity Fund III General Partner Limited as the general partner to Affinity Asia Pacific Fund III (No.2), L.P.

By: _____
Name: Goh Choo Leong
Title: Director

_____
Robin Ong Eng Jin
Director

Company Claims/Interests Owned:

Notice Address:
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

Fax: +65 62387765
Attention: Goh Choo Leong
Email: aarongoh@affinityequity.com

KEYSTONE INVESTMENT III L.P.
by Affinity Fund III General Partner Limited as the general partner to Keystone Investment III, L.P.

By: _____
Name: Goh Choo Leong
Title: Director

_____
Robin Ong Eng Jin
Director

Company Claims/Interests Owned:

Notice Address:
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

Fax: +65 62387765
Attention: Goh Choo Leong
Email: aarongoh@affinityequity.com

AFFINITY FUND III GENERAL PARTNER LIMITED

By: _____
Name: Goh Choo Leong
Title: Director

_____
Robin Ong Eng Jin
Director

Company Claims/Interests Owned:

Notice Address:
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

Fax: +65 62387765
Attention: Goh Choo Leong
Email: aarongoh@affinityequity.com

JADE ELECTRONICS HOLDINGS

By: _____
Name: Robin Ong Eng Jin
Title: Director

Company Claims/Interests Owned:

Notice Address:
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

Fax:+65 62387765
Attention: Robin Ong
Email: robinong@affinityequity.com

COSTA ESMERALDA INVESTMENTS LIMITED

By:

Name: Robin Ong Eng Jin

Title: Director

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:
c/o Walkers Corporate Limited
Cayman Corporate Centre
27 Hospital Road
George Town
Grand Cayman KY1-9008
Cayman Islands

With a copy to:
c/o Affinity Equity Partners (S) Pte Ltd
8 Temasek Boulevard
#28-03 Suntec Tower Three
Singapore 038988

Fax:+65 62387765
Attention: Robin Ong
Email: robinong@affinityequity.com

BRIGADE CAPITAL MANAGEMENT, LP

By: 

Name: Patrick Criscillo
Title: Chief Financial Officer

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

399 Park Ave, 16th Floor
New York, NY 10022

Attention: Aaron Daniels, Patrick Criscillo
Email: ad@brigadecapital.com; pc@brigadecapital.com

Blackstone / GSO Strategic Credit Fund
Blackstone GSO Long-Short Credit Income Fund
By: GSO / Blackstone Debt Funds Management LLC, as investment adviser

FS Investment Corporation
By: GSO / Blackstone Debt Funds Management LLC, as investment sub-adviser

Cobbs Creek LLC
Green Creek LLC
By: FS Investment Corporation II, as sole member
By: GSO / Blackstone Debt Funds Management LLC, as investment sub-adviser

Burholme Funding LLC
By: FS Investment Corporation III, as sole member
By: GSO / Blackstone Debt Funds Management LLC, as investment sub-adviser

By: _____

Name: Marisa Beeney
Title: Authorized Signatory

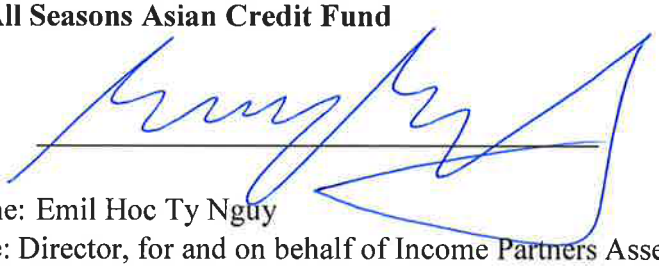
Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

345 Park Ave
New York, NY 10154

Fax:
Attention: Alexander Zarzhevsky
Email: Alexander.Zarzhevsky@gsocap.com

IP All Seasons Asian Credit Fund

By: 

Name: Emil Hoc Ty Nguy
Title: Director, for and on behalf of Income Partners Asset Management (HK) Ltd, as investment manager

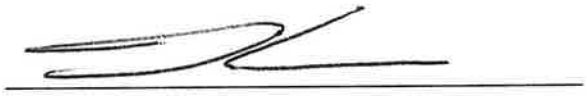
Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

Suite 3311-3313, Two IFC, 8 Finance Street, Central, Hong Kong SAR

Fax: (852) 2869 6991
Attention: Mr. Suen Son Poon
Email: compliance@incomepartners.com

Southpaw Credit Opportunity Master Fund LP

By: 

Name: Kevin Wyman
Title: Managing Member of General Partner – Southpaw GP LLC

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

2 West Greenwich Office Park, 1st Floor
Greenwich, CT 06831

Fax:
Attention:
Email: mandersen@southpawassetmanagement.com
operations@southpawassetmanagement.com

ALDEN GLOBAL OPPORTUNITIES MASTER FUND, L.P.

By: _____
Name: Michael Monticciolo
Title: Chief Legal and Compliance Officer, Alden Global Capital, LLC,
Investment Manager for Alden Global Opportunities Master Fund, L.P.

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:
885 Third Avenue, 34th Floor
New York, NY 10028

Attention: Michael Monticciolo
Email: notices@aldenglobal.com

AUTONOMY SPECIAL SITUATIONS TRADING FUND LTD

By:

Name: Ben Berkowitz

Title: Authorized Signatory

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:
c/o Autonomy Americas LLC
90 Park Avenue, 31st Floor
New York, NY 10016

Fax: 212-796-1901
Attention: General Counsel
Email: notices@autonomycapital.com

DAVIDSON KEMPNER PARTNERS

By: MHD Management Co., its general partner

By: MHD Management Co. GP, L.L.C., the general partner

By: Morgan Blackwell

Name: Morgan P. Blackwell

Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

C/O Davidson Kempner Capital Management LP
520 Madison Avenue, 30th Floor
New York, NY10022

Fax: +1 646 2825 900
Attention: Punit Patel, Hanqing Shi
Email: ppatel@dkpartners.com, hshi@dkpartners.com

DAVIDSON KEMPNER INSTITUTIONAL PARTNERS, L.P.

By: Davidson Kempner Advisers Inc., its general partner

By: [signature]

Name: Morgan P. Blackwell

Title: Principal

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

C/O Davidson Kempner Capital Management LP
520 Madison Avenue, 30th Floor
New York, NY10022

Fax: +1 646 2825 900
Attention: Punit Patel, Hanqing Shi
Email: ppatel@dkpartners.com, hshi@dkpartners.com

DAVIDSON KEMPNER INTERNATIONAL, LTD

By: Davidson Kempner Capital Management LP, its Investment Manager

By: [signature]

Name: Morgan P. Blackwell

Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

C/O Davidson Kempner Capital Management LP
520 Madison Avenue, 30th Floor
New York, NY10022

Fax: +1 646 2825 900
Attention: Punit Patel, Hanqing Shi
Email: ppatel@dkpartners.com, hshi@dkpartners.com

M.H. DAVIDSON & CO

By: M.H. Davidson & Co. GP, L.L.C., its general partner

By: Morgan Blackwell
Name: Morgan P. Blackwell
Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

C/O Davidson Kempner Capital Management LP
520 Madison Avenue, 30th Floor
New York, NY10022

Fax: +1 646 2825 900
Attention: Punit Patel, Hanqing Shi
Email: ppatel@dkpartners.com, hshi@dkpartners.com

DAVIDSON KEMPNER DISTRESSED OPPORTUNITIES FUND LP

By: DK Group LLC, its general partner

By: [signature]
Name: Morgan P. Blackwell
Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

C/O Davidson Kempner Capital Management LP
520 Madison Avenue, 30th Floor
New York, NY10022

Fax: +1 646 2825 900
Attention: Punit Patel, Hanqing Shi
Email: ppatel@dkpartners.com, hshi@dkpartners.com

DAVIDSON KEMPNER DISTRESSED OPPORTUNITIES INTERNATIONAL, LTD

By: DK Management Partners LP, its Investment Manager

By: [signature]

Name: Morgan P. Blackwell

Title: Limited Partner

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

C/O Davidson Kempner Capital Management LP
520 Madison Avenue, 30th Floor
New York, NY10022

Fax: +1 646 2825 900
Attention: Punit Patel, Hanqing Shi
Email: ppatel@dkpartners.com, hshi@dkpartners.com

EG Capital Advisors, on behalf of EG Fixed Income Fund I Ltd.

By:

Name: Alexander Mints

Title: Authorised signatory

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

Fax:
Attention: Maples Fund Services (Cayman) Limited
Email: n.goloshchekov@egcapitalpartners.com; s.kalgashkin@egcapitalpartners.com

HCN LP
By: Halcyon Capital Management LP, its Investment Advisor

By:  

Name: John Freese Suzanne McDermott

Title: Senior Corporate Counsel Chief Compliance Officer
Chief Legal Officer

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: c/o Halcyon Capital Management LP
477 Madison Avenue, 8th Floor,
New York, NY 10022

Fax:
Attention: Operations Team
Email: Operations@halcyonllc.com

Halcyon Eversource Credit LLC
By: Halcyon Capital Management LP, its Investment Advisor

By:  

Name: John Freese Suzanne McDermott

Title: Senior Corporate Counsel Chief Compliance Officer
Chief Legal Officer

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: c/o Halcyon Capital Management LP
477 Madison Avenue, 8th Floor,
New York, NY 10022

Fax:
Attention: Operations Team
Email: Operations@halcyonllc.com

HDML Fund II LLC
By: Halcyon Capital Management LP, its Investment Advisor

By:  

Name: John Freese Suzanne McDermott

Title: Senior Corporate Counsel Chief Compliance Officer
Chief Legal Officer

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: c/o Halcyon Capital Management LP
477 Madison Avenue, 8th Floor,
New York, NY 10022

Fax:
Attention: Operations Team
Email: Operations@halcyonllc.com

Halcyon Vallee Blanche Master Fund LP
By: Halcyon Capital Management LP, its Investment Advisor

By:  

Name: John Freese Suzanne McDermott

Title: Senior Corporate Counsel Chief Compliance Officer
Chief Legal Officer

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: c/o Halcyon Capital Management LP
477 Madison Avenue, 8th Floor,
New York, NY 10022

Fax:
Attention: Operations Team
Email: Operations@halcyonllc.com

Halcyon Solutions Master Fund LP
By: Halcyon Capital Management LP, its Investment Advisor

By:

Name: John Freese Suzanne McDermott

Title: Senior Corporate Counsel Chief Compliance Officer
Chief Legal Officer

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: c/o Halcyon Capital Management LP
477 Madison Avenue, 8th Floor,
New York, NY 10022

Fax:
Attention: Operations Team
Email: Operations@halcyonllc.com

HOLDCO OPPORTUNITIES FUND II, L.P.

By:

Name: Vikaran Ghei

Title: Authorized Person

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:
c/o HoldCo Asset Management, L.P.
32 Broadway, Suite 1201
New York, NY 10004

Fax: (607) 216-3312
Attention: Vikaran Ghei
Email: vik@holdcoadvisors.com

OPPORTUNITIES II LTD.

By:

Name: Vikaran Ghei

Title: Authorized Person

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:
c/o HoldCo Asset Management, L.P.
32 Broadway, Suite 1201
New York, NY 10004

Fax: (607) 216-3312
Attention: Vikaran Ghei
Email: vik@holdcoadvisors.com

MARBLE RIDGE CAPITAL LP, on behalf of certain funds and accounts managed by it

By:

Name: Dan Kamensky

Title: Authorized Signatory

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

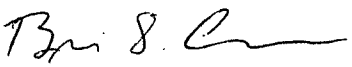
Notice Address:

112 West 34th Street, Suite 2116
New York, NY 10120

Fax:
Attention: John Falcone
Email: jfalcone@marbleridgecap.com

MERCER QIF FUND PLC – MERCER INVESTMENT FUND 1

By: Millstreet Capital Management LLC, its Sub-Investment Manager

By: 

Name: Brian Connolly

Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

Millstreet Capital Management LLC
399 Boylston Street, Suite 501
Boston, MA 02116

Fax: (617) 939-0029
Attention: Brian Connolly
Email: bconnolly@millstreet.com; operations@millstreet.com

RONIN TRADING EUROPE LLP

By: Millstreet Capital Management LLC, its Investment Manager

By: 

Name: Brian Connolly

Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

Millstreet Capital Management LLC
399 Boylston Street, Suite 501
Boston, MA 02116

Fax: (617) 939-0029
Attention: Brian Connolly
Email: bconnolly@millstreet.com; operations@millstreet.com

MILLSTREET CREDIT FUND LP

By: Millstreet Capital Partners LLC, its General Partner

By: 

Name: Brian Connolly

Title: Managing Member

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

Millstreet Capital Partners LLC
399 Boylston Street, Suite 501
Boston, MA 02116

Fax: (617) 939-0029
Attention: Brian Connolly
Email: bconnolly@millstreet.com; operations@millstreet.com

Taconic Opportunity Master Fund L.P.
By: Taconic Capital Advisors L.P., its investment manager

By: _____

Name: Marc Schwartz

Title: Principal

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

280 Park Avenue, 5th Floor
New York, NY 10017

Fax: 212-209-3185
Attention: Marc Schwartz
Email: maschwartz@taconiccap.com

Taconic Master Fund 1.5 L.P.
By: Taconic Capital Advisors L.P., its investment manager

By: 

Name: Marc Schwartz

Title: Principal

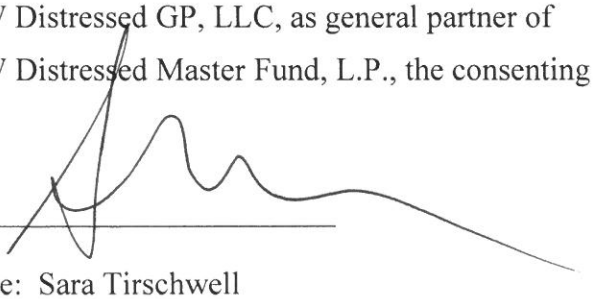
Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

280 Park Avenue, 5th Floor
New York, NY 10017

Fax: 212-209-3185
Attention: Marc Schwartz
Email: maschwartz@taconiccap.com

TCW Distressed GP, LLC, as general partner of
TCW Distressed Master Fund, L.P., the consenting certificate holder

By: 

Name: Sara Tirschwell

Title: Managing Director

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:
1251 Avenue of Americas, Ste 4700
New York, NY 10020

Email: sara.tirschwell@tcw.com

WAZEE STREET OPPORTUNITIES FUND IV LP

By: 

Name: R. Michael Collins

Title: Managing Member of the GP

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: 8101 E Prentice Avenue, Suite 610
Greenwood Village, CO 80111

Fax: na
Attention: na
Email: mcollins@wazeestreetcapital.com

KLS Diversified Asset Management

By:

Name: John Steinhardt

Title: Managing Partner

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address: 452 Fifth Ave 22nd Floor
New York, NY 10018

Fax: (212) 905-0846
Attention: Michael Hanna
Email: mhanna@klsdiversified.com

TOR ASIA CREDIT MASTER FUND LP
acting by its sole general partner,
TOR ASIA CREDIT FUND GP LTD.:

By:

Name:

Title: JAMES SWEENEY
Authorised Signatory

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

c/o Tor Investment Management (Hong Kong) Limited
19th Floor, Henley Building
5 Queen's Road Central
Hong Kong

Fax: +852 3698 9010
Email: legalnotices@torinvestment.com

GOLDMAN SACHS INVESTMENTS HOLDINGS (ASIA) LIMITED

By: 

Name: Willie Wai-Lam Wong

Title: Authorized Signatory

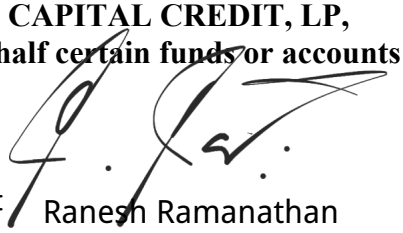
Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

Goldman Sachs Investments Holdings (Asia) Limited
c/o Goldman Sachs (Asia) L.L.C.
68th Floor, Cheung Kong Center
2 Queen's Road
Central, Hong Kong

Fax: +852 2233 5619
Email: ficc-lstops-hk@gs.com

BAIN CAPITAL CREDIT, LP,
on behalf certain funds or accounts managed or advised by it

By: 

Name: Ranesh Ramanathan

Title: Managing Director & General Counsel

Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

Notice Address:

Bain Capital Credit, LP
200 Clarendon Street
Boston, MA 02116
United States

Email: baincapitalcreditdocs@baincapital.com

Schedule 1

Dividends and Distributions

Date	**Amount**	**Description**
August 25, 2017	$5,000,000	Cash contribution by UMS to UTAC to fund general corporate expenditures

Exhibit A

Term Sheet

Term	Description
Summary	The Restructuring of the Company described below is intended to be implemented through confirmation of the Plan in accordance with the terms of the Restructuring Support Agreement, dated as of November 2, 2017 (the "RSA"), to which this term sheet is attached and incorporated by reference in its entirety as Exhibit A. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the RSA.
Contribution of Equity Interests in UTAC	On the Effective Date, TPG and Affinity will contribute 31% of the equity interests in UTAC to the Additional Noteholders (including the Affiliate Noteholder) in a form and manner to be agreed as set forth in the RSA and in any event acceptable to the Equity Parties and the Required Consenting Additional Noteholders, and, thereafter, TPG and Affinity will retain 69% of the common equity of UTAC (which amount shall not include any equity interests in UTAC to be distributed to the Affiliate Noteholder with respect to any Additional Notes held by the Affiliate Noteholder).
Contribution of UMS Business	Pursuant to the Restructuring, the business of UMS will be contributed to the Company such that UMS and the Company will be a combined enterprise with a single management team, owned by UTAC.

New Secured Notes	The $665 million in New Secured Notes issued on the Effective Date to the Initial Noteholders and the Additional Noteholders pursuant to the Plan shall be consistent with the following terms:
	• ***Coupon***: 8.5% per annum, payable in cash semi-annually beginning six months after the Effective Date, with interest accruing as of the earlier of the Effective Date and January 1, 2018;
	• ***Maturity***: 5 years from the Effective Date;
	• ***Collateral***: Guaranteed on a joint and several basis by Reorganized GATE and its current and future subsidiaries and UMS;
	• ***Security***: First priority liens and security interests in the assets of Reorganized GATE and its current and future subsidiaries and UMS;
	• ***Call Protection***: Solely for the first 24 months after the Effective Date, as follows:
	  ○ 102% for 12-month period commencing on the Effective Date; and
	  ○ 101% for the subsequent 12-month period thereafter; and
	  ○ at par, for the period commencing on the 24-month anniversary of the Effective Date through the maturity date;
	• ***Governing Law***: New York;
	• ***Covenants:*** To be acceptable in all material respects to the Company and

	the Required Consenting Noteholders; • ***Required Noteholders****:* holders of no less than a majority of the principal amount of New Secured Notes outstanding; *provided*, that any post-issuance amendment, consent or waiver relating to the release of security or guarantors shall require 66 2/3% of the principal amount of New Secured Notes outstanding; *provided further*, that any consent or amendment for which the consent of each holder is required under the Trust Indenture Act of 1939 shall require the consent of each holder and *provided further* that voting shall be subject to restrictions and provisions similar to those contained in section 2.08 of the Existing Indenture; and • ***Permitted Indebtedness***: The Company may enter into one or more debt facilities or arrangements providing for revolving credit loans, letters of credit, or other revolving indebtedness in an amount to be set forth in the New Indenture Documents to be acceptable in all material respects to the Company and the Required Consenting Noteholders. • ***Other Terms***: To be mutually agreed.
Initial Notes	*Allowance*. The Initial Notes will be allowed in the amount of $625,000,000. $273,585,000 in Initial Notes were held by the Initial Noteholders that are plaintiffs in the 2014 N.Y. Action (collectively with respect to such Initial Notes only, the "2014 Plaintiff Initial Noteholders" and all holders of the remaining $351,415,000 in Initial Notes, the "Other Initial Noteholders"). Other than the $625,000,000 principal amount of the Initial Notes, no other claim with respect to the Initial Notes (including any claim with respect to or on account of prepetition or postpetition interest, default interest, fees, or other costs) shall be allowed for purposes of the Plan. *Treatment*. On the Effective Date, Reorganized GATE will issue New Secured Notes to the Initial Noteholders as follows: • Each Initial Noteholder will receive its pro rata share of $508,750,000 in New Secured Notes; • Each Other Initial Noteholder will receive its pro rata share of $5,000,000 in New Secured Notes; • Each Other Initial Noteholder will receive its pro rata share of $5,000,000 in cash; • The 2014 Plaintiff Initial Noteholders will receive $15,000,000 in New Secured Notes; and • The 2014 Plaintiff Initial Noteholders will receive $5,000,000 in cash. For purposes of making distributions under the Plan, the waterfall set forth on **Schedule 1** shall govern the distribution of New Secured Notes to Initial Noteholders.
Additional Notes	*Allowance*. The Additional Notes will be allowed in the amount of $502,257,000. Other than the $502,257,000 principal amount of the Additional Notes, no other claim with respect to the Additional Notes (including any claim with respect to or on account of prepetition or postpetition interest, default interest, fees, or other costs) shall be allowed for purposes of the Plan.

	Treatment. On the Effective Date, each Additional Noteholder will receive its pro rata share of: • $84.9 million in New Secured Notes; *provided* that GATE and the Affiliate Noteholder agree that Reorganized GATE will distribute $5,000,000 of the New Secured Notes that would otherwise be distributed on the Effective Date to the Affiliate Noteholder under the Plan to the Other Initial Noteholders as set forth in the section of this Term Sheet entitled "Initial Notes"; and • 31% of the common equity of UTAC.
Equity Dilution	The common equity of UTAC distributed to the Additional Noteholders, TPG, and Affinity shall be subject to dilution by any post-Effective Date management equity incentive plan adopted by UTAC.
Other Claims	The Plan will provide that all other general unsecured claims against the Company or its subsidiaries will be paid in full in cash in the ordinary course of business or reinstated.
Settlement of the N.Y. Action	The plaintiffs in the N.Y. Litigation Proceedings will cause such proceedings to be dismissed with prejudice and agree that the claims underlying such proceedings are forever released and settled in their entirety in exchange for the consideration provided set forth in the section of this Term Sheet entitled "Initial Notes."
Releases	The occurrence of the Effective Date will be subject in all respects to: (i) dismissal with prejudice of the N.Y. Litigation Proceedings; and (ii) approval in the Confirmation Order of the Release set forth in Exhibit C to the RSA.
Forbearance Fees	The Plan shall provide for Consenting Initial Noteholders to receive $31.250 million in New Secured Notes and for Consenting Additional Noteholders and the Affiliate Noteholder to receive $25.1 million in New Secured Note, each as a Forbearance Fee in accordance with section 30 of the RSA.

Schedule 1

Plan Treatment of Initial Notes

For purposes of making distributions under the Plan, Reorganized GATE will distribute the New Secured Notes to the Initial Noteholders on the Effective Date as follows:

- Consenting Initial Noteholders will receive the Forbearance Fee as provided in section 30 of the RSA.

- Each Initial Noteholder will receive its pro rata share of: (x) $517,642,619.84 in New Secured Notes; and (y) $8,892,619.84 in cash; and

- Each 2014 Plaintiff Initial Noteholder will also receive its pro rata share of: (x) $11,107,380.16 in New Secured Notes; and (y) $1,107,380.16 in cash.

Exhibit B

Form of Transfer Agreement

Reference is made to the Restructuring Support Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "***Agreement***") dated as of November 2, 2017 by and among Global A&T Electronics Ltd., on behalf of itself and its direct and indirect subsidiaries (collectively, the "***Company***"), certain beneficial holders (or investment managers, advisors or subadvisors for any of the beneficial holders) of Senior Secured Notes (together with their successors and permitted assigns under the Agreement, each, a "***Consenting Noteholder***" and, collectively, the "***Consenting Noteholders***"), and the other parties thereto. [4]

The undersigned (the "***Transferee***") is [a Consenting Noteholder] [an Equity Party] under the Agreement and has acquired the further Noteholder Claims set forth below, which are in addition to any Noteholder Claims set forth on its signature page to the Agreement or on any Joinder Agreement or Transfer Agreement executed before the day hereof.

This agreement shall be governed by the governing law set forth in the Agreement.

Date: _____, 2017

[TRANSFEREE]

By: _____
Name: _____
Title: _____

Initial Noteholder Claims: $_____

Additional Noteholder Claims: $_____

[4] Defined terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Exhibit C

Form of Joinder Agreement

The undersigned hereby acknowledges that it has reviewed and understands the Restructuring Support Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "***Agreement***") dated as of November 2, 2017 by and among Global A&T Electronics Ltd., on behalf of itself and its direct and indirect subsidiaries (collectively, the "***Company***"), certain beneficial holders (or investment managers, advisors or subadvisors for any of the beneficial holders) of Senior Secured Notes (together with their successors and permitted assigns under the Agreement, each, a "***Consenting Noteholder***" and, collectively, the "***Consenting Noteholders***"), and the other parties thereto, and agrees to be bound as a Consenting Noteholder by the terms and conditions thereof binding on the Consenting Noteholders with respect to all Noteholder Claims held by the undersigned.[5]

The undersigned hereby makes the representations and warranties of the Consenting Noteholders set forth in Section 10(a) and Section 10(b) of the Agreement to each other Party, effective as of the date hereof.

This joinder agreement shall be governed by the governing law set forth in the Agreement.

Date: _____, 2017

[CONSENTING NOTEHOLDER]

By:_____
Name:_____
Title:_____

Initial Noteholder Claims: $_____

Additional Noteholder Claims: $_____

[5] Defined terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Exhibit D

The Release

"***Exculpated Party***" means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) any official committees appointed in the Chapter 11 Cases and each of their respective members; (c) each Affinity Entity, including the Affiliate Noteholder; (d) each TPG Entity; (e) Holdings; (f) UTAC; (g) UMS; (h) the Initial Noteholders party to the Restructuring Support Agreement; (i) the Additional Noteholders party to the Restructuring Support Agreement; and (j) with respect to each of the foregoing, such entity and its current and former affiliates, and such entity's and its current and former affiliates' current and former equity holders, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

"***Released Party***" means each of the following in their capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the estate of each Debtor; (d) each Affinity Entity, including the Affiliate Noteholder; (e) each TPG Entity; (f) Holdings; (g) UTAC; (h) UMS; (i) the defendants in the N.Y. Litigation Proceedings; (j) the Indenture Trustee; (k) the Initial Noteholders and Additional Noteholders party to the Restructuring Support Agreement; and (l) with respect to each of the foregoing entities in clauses (a) through (k), such entity and its current and former affiliates, and such entities' and their current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

"***Releasing Parties***" means each of the following in their capacity as such: (a) all holders of claims, regardless of whether such holders have accepted, or are deemed to have accepted, the Plan, including, for the avoidance of doubt, all Initial Noteholders, Additional Noteholders, and plaintiffs in the N.Y. Litigation Proceedings; (b) each Affinity Entity, including the Affiliate Noteholder; (c) each TPG Entity; (d) Holdings; (e) UTAC; (f) UMS; (g) the defendants in the N.Y. Litigation Proceedings; (h) the Indenture Trustee; (i) each of the Debtors, the Reorganized Debtors, the estate of each Debtor; and (j) with respect to each Debtor, each of the Reorganized Debtors, the estate of each Debtor, and each of the foregoing entities in clauses (a) through (h), each such entity's current and former affiliates, and such entities' and their current and former affiliates' current and former directors, managers, and officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, and subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such.

Debtor Release

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, the Debtors and their estates, the Reorganized Debtors and each of their respective current and former affiliates hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases, waives, and discharges, and shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived and discharged the Released Parties from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever (including any derivative claims asserted or that may be asserted on behalf of the Debtors or their estates or their affiliates in their own right, whether individually or collectively, or on behalf of the holder of any claim or interest or other entity, and claims and causes of action with respect to the Senior Secured Notes, the 2013 debt exchange (the "Exchange"), and any transaction arising under, or relating to, the Intercreditor Agreement, the N.Y. Litigation Proceedings, the Restructuring, or the Plan), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, or the Reorganized Debtors, the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase sale of any security of the Debtors, the business or contractual arrangement between any Debtor and any Released Party, the subject matter of, or the transactions or events giving rise to any claim or interest that is treated in the Plan, the formulation, preparation, dissemination, negotiation, of the Restructuring Support Agreement, the Plan, the Disclosure Statement, or any other action or transaction relating in any way to any of the foregoing, any contract, instrument, release, or other agreement or document related to, created or entered into in connection with the Plan, the Disclosure Statement, the Restructuring Support Agreement, the filing of the Chapter 11 Cases, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or entity under the Plan, any Restructuring transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Third-Party Release

As of the Effective Date, for good and valuable consideration, each Releasing Party, regardless of whether any Releasing Party consents to this "Third-Party Release," to the greatest extent permitted by applicable law, hereby forever releases and discharges, and is deemed to have forever released and discharged each Released Party from any and all claims, interests, obligations, rights, suits, damages, remedies, liabilities, and causes of action, whether known or unknown, liquidated or contingent, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, arising from the beginning of time through the Effective Date, including, without limitation, that such entity would have been legally entitled to assert based on or related to the N.Y. Litigation Proceedings, as well as based on or relating

to, in any manner arising from, in whole or in part, the Senior Secured Notes, the Exchange, and any transactions arising under, or relating to, the Intercreditor Agreement, the Restructuring, or the Plan), as well as all other claims and causes of action (including claims and causes of action based on or relating to the Senior Secured Notes, the Exchange, and any transactions arising under, or relating to, the Intercreditor Agreement, the N.Y. Litigation Proceedings, the Restructuring, or the Plan), whether known or unknown, including any derivative claims asserted or capable of being asserted by or on behalf of the Debtors or the Reorganized Debtors, or their estates or affiliates, or any other Releasing Party, as applicable, that such entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any claim or interest, based on or relating to, or in any manner arising from or in connection with, in whole or in part, the Debtors or the Reorganized Debtors, or any other Releasing Party, the Restructuring Support Agreement, the Disclosure Statement, the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the business or contractual arrangements between any Debtor and any Released Party, the subject matter of, or the transactions or events giving rise to any claim or interest that is treated in the Plan, the formulation, preparation, dissemination, and negotiation, of the Plan, the Disclosure Statement, or any other action or transaction relating in any way to any of the foregoing, any contract, instrument, release, or other agreement or document related to, created or entered into in connection with the Plan, the Disclosure Statement, the Restructuring Support Agreement, the filing of the Chapter 11 Cases, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or entity under the Plan, any restructuring transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) the claims of any Initial Noteholder or Additional Noteholder against any other Initial Noteholder, Additional Noteholder, predecessor Initial Noteholder, or predecessor Additional Noteholder under any post-Exchange agreement between or among such parties and as to which the Debtors are not parties, which claims are expressly reserved.

Exculpation

Except as otherwise specifically and expressly provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any cause of action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, in whole or in part, the Debtors, the formulation, preparation, dissemination, negotiation, of the Restructuring Support Agreement, the Plan, the Disclosure Statement, or any Restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the filing of the Chapter 11 Cases, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement. The

Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan; provided that, the foregoing "Exculpation" shall be limited to the extent permitted in section 1125(e) of the Bankruptcy Code. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release or exculpate any claim relating to (i) any post-Effective Date obligations of any party or entity under the Plan, any restructuring transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) the claims of any Initial Noteholder or Additional Noteholder against any predecessor Initial Noteholder or Additional Noteholder that is a party to any post-Exchange agreement with such Initial Noteholder or Additional Noteholder in connection with the transfer or trading of Initial Notes or Additional Note, which claims are expressly reserved.

Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all entities that have held, hold, or may hold claims or interests that have been released pursuant to the Plan (including any claims asserted in connection with, or that could have been asserted in connection with, the N.Y. Litigation Proceeding), shall be discharged pursuant to the Plan, or are subject to exculpation pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests (including with respect to the Exchange pursuant to which the Additional Notes were issued); (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such entities on account of or in connection with or with respect to any such claims or interests; (iii) creating, perfecting, or enforcing any lien or encumbrance of any kind against such entities or the property or the estates of such entities on account of or in connection with or with respect to any such claims or interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such entities or against the property of such entities on account of or in connection with or with respect to any such claims or interests unless such entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Exhibit E

Minority Shareholder Protections

Below is a list of the material terms of a shareholders agreement amongst the Existing Shareholders (defined below) and the New Shareholders (defined below) upon the issuance of equity of UTAC Holdings Ltd. or such other mutually agreed entity that, directly or indirectly, owns 100% of the equity of GATE and UMS (the "**Company**") to the New Shareholders in connection with the restructuring of GATE, such shares to rank pari passu with the shares issued to the Existing Shareholders (except as contemplated below). The list is not exhaustive of all matters to be addressed in the memorandum and articles of association of UTAC (or similar constitutive document) or an agreement among shareholders.

Existing Shareholders	TPG and Affinity
New Shareholders	Holders of the Additional Notes issued by GATE, in each case including their respective transferees from time to time and excluding the Existing Shareholders and their affiliates ("**New Shareholders**"). Major New Shareholders will hold interests in the Company directly; the precise holding structure of other New Shareholders is to be agreed.
Shares	Shares will be classified into Class A shares and Class B shares that rank pari passu in all respects except for certain class voting as described herein. Existing Shareholders will hold Class A shares, and New Shareholders will hold Class B shares. The Company shall have the right to convert all shares into a single class for purposes of effecting an IPO.
Board of Directors	Prior to a qualified IPO: (i) each of the Existing Shareholders will have the right to appoint three directors; (ii) holders of the Class B shares will together have the right to appoint one director (to be determined upon the Requisite B Vote), so long as the Class B shares collectively constitute at least a percentage to be agreed of the total outstanding share capital; (iii) the CEO shall be a director; and (iv) there shall be an independent director. "**Requisite B Vote**" means the approval of holders of Class B shares representing at least a percentage to be agreed of all the Class B shares, voting together as a single class.
Governance	Subject to the Shareholder Reserved Matters and the general oversight of the board, management shall have the

	power and authority to manage and administer the day-to-day affairs of the Company.
Shareholder Reserved Matters	For so long as the Class B shares collectively constitute at least a percentage to be agreed of the total outstanding share capital, the Requisite B Vote will be needed for certain key matters limited to: - changes to constitutional documents that (i) materially and adversely impact the interests of the New Shareholders disproportionately to the interests of the Existing Shareholders or (ii) are inconsistent with the terms of the shareholders agreement - related party transactions - non-pro rata reduction or return of capital - any sale of UTAC or all or substantially all of its assets or any IPO other than a QIPO or pursuant to a Drag-Along Sale (as applicable) (for the avoidance of doubt, this reserved matter shall in no way impede the ability of the Existing Shareholders to transfer their shares at any valuation in a sale that does not involve the sale of any shares held by the New Shareholders other than pursuant to the tag-along rights) - adoption / amendment of MIP that would result in dilution of more than 10% - subject at all times to compliance by the directors with their fiduciary duties, liquidation, bankruptcy, dissolution, recapitalization, reorganization, or assignment to creditors, or any similar transaction
Board Decisions	Decisions of the board shall be taken by the consent of a simple majority of the directors.
Transfers	Subject to a list of restricted transferees including but not limited to semi-conductor manufacturers and suppliers or competitors, together with their affiliates, and others to be agreed and set out in the shareholders agreement, shares held by the New Shareholders and the Existing Shareholders will be freely transferable and not subject to a lock-up prior to a qualified IPO; provided that a sale by an Existing Shareholder of all of its shares (including to a restricted transferee), other than in a qualified IPO, may be made with, and shall require the approval of the other Existing Shareholder. Any transfer of Class B shares to an Existing Shareholder will result in the automatic conversion of such Class B shares to Class A shares at the time of such transfer.

Tag-Along	Subject to customary exceptions for transfers to affiliates, the New Shareholders and the Existing Shareholders will have customary rights to participate in any transfer by an Existing Shareholder on a pro rata basis and Existing Shareholders will have the right to participate on a pro rata basis on any transfer by the New Shareholders of such number of Class B shares representing 15% of the total outstanding share capital of the Company on an as-converted basis in a single or series of related transactions.
Preemptive Rights	If UTAC or any of its subsidiaries intends to issue any equity, it will first offer such equity to the New Shareholders and Existing Shareholders on a pro rata basis subject to an agreed procedure and customary carve-outs (including, but not limited to, issuances in respect of any approved management equity plan). The New Shareholders and Existing Shareholders shall have customary overallotment rights.
Information rights	Prior to a qualified IPO, management accounts, periodic and annual unaudited and audited financial statements and board information will be provided to the New Shareholders and the Existing Shareholders in addition to other information to be agreed.
QIPO	Either Existing Shareholder shall have the right to demand a qualified IPO (with no primary offering and otherwise on terms to be agreed) at any time. If a qualified IPO has not taken place within 24 months of the restructuring date and the Class B shares collectively constitute at least a percentage to be agreed of the total outstanding share capital, upon a Requisite B Vote, the Company shall take actions in furtherance of effecting an IPO as soon as commercially practicable (including engaging underwriters and other advisers).
QIPO Participation	If an IPO occurs, the New Shareholders and the Existing Shareholders shall (i) have the right to sell their shares in the IPO on a pro rata basis and (ii) agree to customary lock-up agreements with the underwriters and/or selling shareholders.
Drag-Along	With the consent of both Existing Shareholders, the Existing Shareholders shall have the right to drag all other shareholders for a sale of UTAC or all or substantially all of its assets, provided that such sale implies a minimum valuation to be agreed ("**Drag-Along Sale**").

Proposed Transactions	The relevant New Shareholders shall represent and warrant that, as of the date of the shareholders agreement, no agreement, arrangement or understanding (written or oral) exists for the sale by the New Shareholders of Class B shares representing in excess of 75% of the aggregate outstanding Class B shares in a single or a series of related transactions.

Exhibit F

Noteholders	Forbearance Fee	Deadline for Noteholders to Execute the Agreement for Interim Forbearance Fee (the "*First Consent Date*")	Percent of Forbearance Consideration Available for Interim Forbearance Fee	Deadline to for Noteholders to Execute the Agreement for Final Forbearance Fee (the "*Second Consent Date*")	Percent of Forbearance Consideration Available for Final Forbearance Fee
Initial Noteholders	$31,250,000 in New Secured Notes (the "***Initial Notes Forbearance Fee***")	November 8, 2017	50% of the Initial Notes Forbearance Fee	November 15, 2017	50% of the Initial Notes Forbearance Fee
Additional Noteholders	$25,100,000 in New Secured Notes (the "***Additional Notes Forbearance Fee***," and, together with the Initial Notes Forbearance Fee, collectively, the "***Forbearance Fee***")	November 8, 2017	50% of the Additional Notes Forbearance Fee	November 15, 2017	50% of the Additional Notes Forbearance Fee

Exhibit D

Financial Projections

Financial Projections[1]

The Plan provides, among other things, that the New Secured Notes to be issued by Reorganized GATE will be guaranteed by UTAC and UMS. The Plan also provides that following the Effective Date UMS and GATE will be operated as a combined enterprise with a single management team, owned by UTAC. Accordingly, in conjunction with preparation of the Plan and the Disclosure Statement, UTAC, with the assistance of the Debtors and their management team and advisors, prepared the following Financial Projection for the fiscal year ending December 31, 2018 ("FY2018") through the fiscal year ending December 31, 2022 ("FY2022," and, such period, the "Projection Period") for post-Effective Date UTAC (on a consolidated basis).

The Financial Projections are based on a number of assumptions made by UTAC and the Debtors with respect to the future operating performance of the post-Effective Date UTAC and the Reorganized Debtors. Although UTAC and the Debtors have prepared the Financial Projections in good faith and believe the assumptions to be reasonable, it is important to note neither UTAC nor the Debtors can provide any assurance that such assumptions will be realized and such assumptions, therefore, remain subject to the risk factors set forth in the Disclosure Statement and the assumptions described herein, including all relevant qualifications and footnotes.

Neither UTAC nor the Debtors have generally published financial projections of their respective anticipated financial positions, results of operations, or cash flows. Accordingly, except as provided in the New Shareholders Agreement and the New Indenture Documents, neither UTAC nor the Debtors will, and disclaim any obligation to, furnish updated business plans or projections to Holders of Claims or other parties in interest after the Effective Date, or to include such information in documents required to be filed with any regulatory or other governmental body (such as the SEC) or otherwise make such information public, unless required to do so by the SEC or other regulatory body pursuant to the provisions of the Plan.

As described in detail in the Disclosure Statement, a variety of risk factors could affect UTAC and/or the Reorganized Debtors' financial results and Holders of Claims entitled to vote to accept or reject the Plan should consider those risk factors. Accordingly, the Financial Projections should be reviewed in conjunction with the risk factors set forth in the Disclosure Statement and the assumptions described herein, including all relevant qualifications and footnotes. Although the Financial Projections represent UTAC and the Debtors' respective best estimates and good faith judgment (for which UTAC and the Debtors, as applicable, believe they have a reasonable basis) of the results of future operations, financial position, and cash flows of UTAC and the Debtors, as applicable, they are only estimates and actual results may vary considerably from the Financial Projections. Consequently, the Financial Projections should not be regarded as a representation by UTAC or the Debtors, or their respective advisers or representatives, that the projected results of operations, financial position, and cash flows of UTAC or the Debtors, as applicable, will be achieved.

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[1] Capitalized terms used but not defined herein shall have the meaning set forth in the *Disclosure Statement for the Debtors' Joint Chapter 11 Plan of Reorganization* (the "Disclosure Statement"), to which the Financial Projections are attached.

The Financial Projections were not prepared with a view toward compliance with the published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. The projected consolidated balance sheet does not reflect the impact of "fresh start" accounting, which could result in material changes to the projections.

Moreover, the Financial Projections may contain certain statements that are "forward-looking statements" within the meaning of the private securities litigation reform act of 1995. These statements are subject to a number of assumptions, risks, and uncertainties, many of which are beyond the control of UTAC and/or the Debtors, including the implementation of the Plan, and the continuing availability of sufficient borrowing capacity or other financing to fund operations. Holders of Claims entitled to vote on the Plan are cautioned that the forward-looking statements speak as of the date made and are not guarantees of future performance. Actual results or developments may differ materially from the expectations expressed or implied in the forward-looking statements, and the Debtors undertake no obligation to update any such statements.

The Financial Projections, while presented with numerical specificity, are necessarily based on a variety of estimates and assumptions which, though considered reasonable by the Debtors, may not be realized and are inherently subject to significant business, economic, industry, regulatory, legal, market, and financial uncertainties and contingencies, many of which are beyond the control of UTAC and/or the Reorganized Debtors, as applicable. UTAC and the Debtors caution that no representations can be made or are made as to the accuracy of the projections or to UTAC and/or the Reorganized Debtors' ability to achieve the projected results. Some assumptions inevitably will be incorrect. Moreover, events and circumstances occurring subsequent to the date on which the UTAC and Debtors prepared these projections may be different from those assumed, or, alternatively, may have been unanticipated, and thus the occurrence of these events may affect financial results in a materially adverse or materially beneficial manner. Except as otherwise provided in the Plan or the Disclosure Statement, UTAC, the Debtors, and the Reorganized Debtors, as applicable, do not intend and undertake no obligation to update or otherwise revise the projections to reflect events or circumstances existing or arising after the date of the Disclosure Statement or to reflect the occurrence of unanticipated events. Therefore, the Financial Projections may not be relied upon as a guarantee or other assurance of the actual results that will occur. In deciding whether to vote to accept or reject the Plan, Holders of Claims entitled to vote to accept or reject the Plan must make their own determinations as to the reasonableness of such assumptions and the reliability of the projections, and should consult with their own advisors.

General Assumptions

- *Methodology*. The Financial Projections contain the operational and capital expenditure plans for UTAC, including the Debtors and UMS. The projected performance of UTAC was analyzed with input from key management personnel and incorporate numerous assumptions regarding industry and revenue growth, new product offerings, productivity improvements, and other operating and cost reduction initiatives. The Financial Projections assume that all existing operating units continue operating and does not assume sales or closure of any operating units beyond the projected wind down of the Shanghai Debtor that has been substantially completed, nor any acquisitions of new operating units.

- *Assumed Effective Date*. The Financial Projections assume that the Effective Date will occur on or before December 31, 2017 (the "Assumed Effective Date").

- *Macroeconomic and Industry Environment*. The Financial Projections and related volume and pricing assumptions are based on input from UTAC's senior management and certain industry reports prepared by various third parties.

- *Operating Conditions.* The Financial Projections assume a reversion to operating conditions upon emergence that would be normal for a company of a similar size and nature with capitalization consistent with that of UTAC.

- *UMS*. The Financial Projections assume UMS is contributed to GATE such that UMS and GATE are a combined enterprise with a single management team, owned by UTAC, as contemplated by the Plan.

Consolidated Financial Projections

- *Net Sales*. During the Projection Period, the sales of UTAC are expected to grow from approximately $843 million in FY2018 to approximately $1.065 billion in FY2022. Industry growth is assumed to be in the 3 percent to 5 percent range, depending on the business segment, and assumptions related to customer acquisition, new product introduction, and capacity expansion were considered in arriving at assumptions sales assumptions for each operating unit.

- *Cost of Sales*. The Financial Projections project that UTAC's gross margin as a percentage of sales is estimated to improve due to various investments and productivity initiatives from approximately 21.5 percent in FY2018, to approximately 22.2 percent in FY2022.

- *Selling, General and Administrative Expenses.* UTAC's Selling, General, and Administrative ("SG&A") expenses are expected to improve from FY2018 to FY2022 as a result of implemented strategies and as management achieves cost savings anticipated from a combined GATE and UMS operation. SG&A expenses include sales and marketing, business technology, plant SG&A, sales office costs, and other administrative expenses.

- *Research and Development Expenses*. Research and Development ("R&D") expenses are expected to rise moderately from FY2018 through FY2022.

- *Adjusted EBITDA.* UTAC's adjusted EBITDA, following certain adjustments to remove one-time costs, is expected to grow from approximately $203 million in FY2018 to $262 million in FY2022.

- *Interest Expense*. Reorganized GATE's interest expenses are expected to be limited to the interest accruing on the New Secured Notes following the Effective Date.

- *Income Taxes*. The Financial Projections include UTAC's projected income taxes during the Projection Period.

Projected Balance Sheets and Statements of Cash Flows Key Assumptions

UTAC's post-Effective Date projected balance sheet sets forth the projected consolidated financial position of UTAC after giving effect to the Plan.

General Assumptions:

- *Overview*. The projected consolidated balance sheet was developed from expected changes in assets and liabilities of UTAC from the September 2017 unaudited actual balance sheets for each subsidiary rolled forward to December 31, 2017, and after giving effect to the occurrence of the Effective Date. The Financial Projections reflect UTAC's projected post-Effective Date consolidated balance sheet as of each fiscal-year end, reflecting projected results of operations and assumed investments in fixed assets and working capital.

- *Cash*. After payment of all Allowed Administrative Claims and Allowed Accrued Professional Compensation Claims and the UMS credit facility, UTAC's post-Effective Date cash balance is projected to total approximately $149 million. Projected cash included in the Financial Projections reflects the impact on cash from the projected operating results, capital investment, working capital changes, and debt service assumed in these Financial Projections. Actual cash may vary from cash reflected in the projected consolidated balance sheet because of variances in the Financial Projections and potential changes in cash needs to consummate the Plan.

- *Debt*. The projected consolidated balance sheet reflects the New Secured Notes and other obligations that are expected to remain outstanding as of the Effective Date, with any projected payments made in the ordinary course of operations based on existing terms. The following table outlines the debt structure prior to the Assumed Effective Date and contemplated under the Plan. The Financial Projections capture interest expense based on existing or contemplated terms.

DEBT STRUCTURE

(US $ in thousands)

Debt	12/30/2017	Post-Emergence 12/31/2017
Initial Notes	$ 625,000	$ -
Additional Notes	502,000	-
New Secured Notes	-	665,000

- *Working Capital*. Balances for accounts receivable, accounts payable, and inventory are based on UTAC's long-term historical turnover ratios.

- *Capital Expenditures*. UTAC has significant capital projects planned during the Projection Period designed to pursue strategic growth, improve competitiveness, expand capacity, and improve

productivity. In addition, UTAC expects to continue to invest in its business to ensure customer requirements are met as new products are introduced. Capital expenditures are assumed to approximate 15% of projected net sales on an annual basis.

PROJECTED CAPITAL EXPENDITURES

	FYE December 31,				
(US $ in thousands)	**2018**	**2019**	**2020**	**2021**	**2022**
UTAC CapEx	**$114,982**	**$125,312**	**$133,695**	**$143,052**	**$150,409**

Projected Income Statement – Consolidated

PROJECTED INCOME STATEMENT					
	FYE December 31,				
(US $ in thousands)	**2018**	**2019**	**2020**	**2021**	**2022**
Net Sales	$ 843,430	$ 889,641	$ 939,672	$ 1,001,619	$ 1,065,748
Cost of Goods Sold	(662,512)	(690,317)	(730,739)	(773,364)	(828,624)
Gross Profit	$ 180,917	$ 199,324	$ 208,933	$ 228,254	$ 237,124
Gross Margin %	21.5%	22.4%	22.2%	22.8%	22.2%
Selling, General & Administrative	$ (71,594)	$ (65,123)	$ (64,413)	$ (65,682)	$ (66,910)
Research & Development	(17,196)	(17,281)	(17,520)	(17,764)	(18,012)
Other Op Income / (Expenses)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
Other	-	-	-	-	-
Restructuring Expenses	(420)	-	-	-	-
EBIT	**$ 90,707**	**$ 115,919**	**$ 126,000**	**$ 143,808**	**$ 151,202**
Interest Income / (Expense)	$ (56,612)	$ (55,517)	$ (55,397)	$ (55,315)	$ (55,177)
Other Non-Op. Income / (Expense)	-	-	-	-	-
Profit Before Tax	**$ 34,095**	**$ 60,403**	**$ 70,603**	**$ 88,493**	**$ 96,025**
Income Tax Benefit / (Expense)	$ (11,295)	$ (12,875)	$ (14,272)	$ (15,951)	$ (17,106)
Minority Interest	-	-	-	-	-
Net Profit After Tax	**$ 22,800**	**$ 47,528**	**$ 56,331**	**$ 72,542**	**$ 78,919**
Depreciation & Amortization	106,754	94,900	95,025	102,617	111,418
Other Add Backs	5,676	-	-	-	-
Adjusted EBITDA (1)	**$ 203,137**	**$ 210,819**	**$ 221,025**	**$ 246,425**	**$ 262,620**
EBITDA Margin %					
Notes:					
(1) Adjusted EBITDA is calculated as follows:					
EBIT	$ 90,707	$ 115,919	$ 126,000	$ 143,808	$ 151,202
Depreciation & Amortization	106,754	94,900	95,025	102,617	111,418
Other Add Backs	5,676	-	-	-	-
Adjusted EBITDA	**$ 203,137**	**$ 210,819**	**$ 221,025**	**$ 246,425**	**$ 262,620**

Pro-Forma EBITDA – Consolidated

The Debtors have incurred significant costs associated with Allowed Accrued Professional Compensation Claims in FY 2017 that will extend briefly into FY2018 but then not recur in the future. The Debtors view these as one-time costs that would not be incurred during normal operations. In addition, the Debtors are projected to incurr other external legal and other costs, which the Debtors view as non-recurring, one-time costs. The following table outlines the one-time costs associated with these items and the pro-forma EBITDA, excluding these one-time costs:

ADJUSTED EBITDA

	FYE December 31,				
(US $ in thousands)	**2018**	**2019**	**2020**	**2021**	**2022**
EBITDA	$ 197,461	$ 210,819	$ 221,025	$ 246,425	$ 262,620
One-time Adjustments:					
Gain on debt extinguishment	$ -	$ -	$ -	$ -	$ -
Restructuring expenses	420	-	-	-	-
Forex (gain)/loss	-	-	-	-	-
(Gain)/loss on disposal of PP&E, net of asset impairment	-	-	-	-	-
Plant closure	-	-	-	-	-
Other adjustments	5,256	-	-	-	-
Total One-time Adjustments	$ 5,676	$ -	$ -	$ -	$ -
Adjusted EBITDA	**$ 203,137**	**$ 210,819**	**$ 221,025**	**$ 246,425**	**$ 262,620**

Projected Balance Sheet – Consolidated

PROJECTED BALANCE SHEET (1)					
	FYE December 31,				
(US $ in thousands)	**2018**	**2019**	**2020**	**2021**	**2022**
ASSETS					
Cash and cash equivalents	$ 175,129	$ 215,859	$ 228,279	$ 253,188	$ 284,727
Trade and other receivables	139,799	148,874	157,386	168,052	179,158
Inventories	57,355	60,015	63,417	67,308	72,314
Other current assets	16,927	16,927	16,927	16,927	16,927
Total Current Assets	$ 389,210	$ 441,675	$ 466,010	$ 505,474	$ 553,126
Non Current Assets	$1,126,204	$1,136,616	$1,175,286	$1,215,721	$1,254,712
Total Assets	$1,515,414	$1,578,291	$1,641,295	$1,721,195	$1,807,839
LIABILITIES & SHAREHOLDER'S EQUITY					
Accounts Payable	$ 99,414	$ 115,544	$ 122,873	$ 130,242	$ 137,981
Other Accrued Liabilities	1,956	1,176	520	509	495
Total Current Liabilities	$ 101,370	$ 116,720	$ 123,393	$ 130,751	$ 138,476
Post-Emergence Notes	$ 665,000	$ 665,000	$ 665,000	$ 665,000	$ 665,000
Other Non Current Liabilities	55,374	55,374	55,374	55,374	55,374
Total Liabilities	$ 821,744	$ 837,094	$ 843,768	$ 851,126	$ 858,850
Total Liabilities & Shareholder's Equity	$1,515,414	$1,578,291	$1,641,295	$1,721,195	$1,807,839
Notes:					
(1) Does not reflect fresh start accounting.					

Projected Cash Flow Statement – Consolidated

PROJECTED CASH FLOW STATEMENT					
	FYE December 31,				
(US $ in thousands)	**2018**	**2019**	**2020**	**2021**	**2022**
OPERATING ACTIVIITES					
Net Income / (Loss)	$ 34,095	$ 60,403	$ 70,603	$ 88,493	$ 96,025
Depreciation & Amortization	106,754	94,900	95,025	102,617	111,418
Net Interest Expense	56,612	55,517	55,397	55,315	55,177
Gain on Debt Extinguishment	-	-	-	-	-
Changes in Assets & Liabilities:					
Accounts Receivable	660	(9,075)	(8,512)	(10,666)	(11,106)
Inventory	(1,679)	(2,660)	(3,402)	(3,890)	(5,007)
Other Current Assets	2,950	-	-	-	-
Trade and Other Payables	9,021	16,130	7,329	7,370	7,738
Other Operating Activities	(11,821)	(13,655)	(14,927)	(15,963)	(17,120)
Total Operating Activities	$ 196,592	$ 201,558	$ 201,513	$ 223,276	$ 237,125
INVESTING ACTIVIITES					
Payment for fixed assets/intangible assets	$(114,982)	$(125,312)	$(133,695)	$(143,052)	$(150,409)
Capital investment payment	-	-	-	-	-
Proceeds from sale of fixed assets and others	-	20,000	-	-	-
Other Investing Activities	893	1,008	1,128	1,210	1,348
Total Investing Activities	$(114,089)	$(104,304)	$(132,568)	$(141,842)	$(149,061)
FINANCING ACTIVIITES					
Pre-Petition Notes Interest Paid	$ -	$ -	$ -	$ -	$ -
DIP Interest Payment	-	-	-	-	-
Post-Deal Debt Interest Payment	(56,525)	(56,525)	(56,525)	(56,525)	(56,525)
Other Financing Activities	-	-	-	-	-
Total Financing Activities	$ (56,525)	$ (56,525)	$ (56,525)	$ (56,525)	$ (56,525)
Total Change in Cash	**$ 25,978**	**$ 40,730**	**$ 12,420**	**$ 24,908**	**$ 31,540**
Beginning Cash	**$ 149,151**	**$ 175,129**	**$ 215,859**	**$ 228,279**	**$ 253,188**
Change in Cash	25,978	40,730	12,420	24,908	31,540
Plus: Change in Restricted Cash	-	-	-	-	-
Ending Cash	**$ 175,129**	**$ 215,859**	**$ 228,279**	**$ 253,188**	**$ 284,727**

Exhibit E

Liquidation Analysis

LIQUIDATION ANALYSIS[1]

A. Introduction.

The "best interests of creditors" test embodied in section 1129(a)(7) of the Bankruptcy Code provides that the Bankruptcy Court may not confirm the Plan unless the Plan provides each Holder of an Allowed Claim or an Allowed Interest who does not otherwise vote in favor of the Plan with property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

To demonstrate that the Plan satisfies the best interests of the creditors test, the Debtors, with the assistance of their advisors, have prepared the following hypothetical liquidation analysis (the "Liquidation Analysis"), which is based upon certain assumptions discussed in the Disclosure Statement and accompanying notes to the Liquidation Analysis. The Liquidation Analysis estimates potential Cash distributions to Holders of Allowed Claims and Allowed Interests in a hypothetical chapter 7 liquidation of the Debtors' assets. Asset values discussed in the Liquidation Analysis may differ materially from reorganization or going concern values referred to in other disclosure documents.

The Liquidation Analysis sets forth an estimated range of recovery values for each Class of Claims and Interests upon disposition of the Debtors' assets pursuant to a hypothetical chapter 7 liquidation. As illustrated by the Liquidation Analysis, Holders of Allowed Claims and Allowed Interests would receive a lower recovery in a hypothetical liquidation pursuant to chapter 7 of the Bankruptcy Code than they would under the Plan. Further, no Holder of an Allowed Claim or Allowed Interest would receive or retain property under the Plan or a value that is less than such Holder would receive in a chapter 7 liquidation.

More specifically, with respect to the New Secured Notes and Cash to be distributed pursuant to the Plan, Holders of Class 3 Initial Notes Claims are projected to recover between 89.2 percent and 93.7 percent, including the applicable Forbearance Fee, on account of their respective Initial Notes Claims under the Plan, while such Holders are projected to receive approximately between 40.2 percent and 55.8 percent in a hypothetical chapter 7 liquidation. Furthermore, with respect to the New Secured Notes to be distributed pursuant to the Plan, Holders of Class 4 Additional Notes Claims (other than the Affiliate Noteholder) are projected to recover 21.9 percent, including the applicable Forbearance Fee but excluding the equity they will receive in UTAC Holdings, Ltd., on account of their respective Additional Notes Claims under the Plan, while such Holders are projected to receive no recovery in a hypothetical chapter 7 liquidation. The Affiliate Noteholder within Class 4 Additional Notes Claims, with respect to the New Secured Notes to be distributed pursuant to the Plan, is projected to recover 19.1 percent, including the applicable Forbearance Fee but excluding the equity they will receive in UTAC Holdings, Ltd., on account of its respective Additional Notes Claims under the Plan, while is is projected to receive no recovery in a hypothetical chapter 7 liquidation.

Accordingly, and as set forth in greater detail below, the Plan satisfies the "best interests of creditors" test set forth in section 1129(a)(7) of the Bankruptcy Code.

THE DEBTORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES AND ASSUMPTIONS OR A CHAPTER 7 TRUSTEE'S ABILITY TO ACHIEVE FORECASTED RESULTS. IN THE EVENT THE CHAPTER 11 CASES ARE CONVERTED TO CHAPTER 7 PROCEEDINGS, ACTUAL RESULTS MAY VARY MATERIALLY FROM THE ESTIMATES AND PROJECTIONS SET FORTH IN THIS LIQUIDATION ANALYSIS.

[1] Capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Disclosure Statement to which the Liquidation Analysis (as defined herein) is attached as **Exhibit E**.

B. Scope, Intent, Purpose, and Limitations of Liquidation Analysis.

The determination of the costs of, and proceeds from, the liquidation of the Debtors' assets is an uncertain process involving the extensive use of estimates and assumptions that, although considered reasonable by the Debtors based upon their business judgment and input from their advisors, are inherently subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management, and their advisors. Certain assumptions in the Liquidation Analysis may not materialize in a potential chapter 7 liquidation and unanticipated events and circumstances could also affect the recoveries of Holders of Allowed Claims and Allowed Interests under the Plan. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable, good-faith estimate of the proceeds that a chapter 7 liquidation of the Debtors' assets may generate for purposes of the Disclosure Statement and soliciting acceptances of the Plan. The Liquidation Analysis is not intended, and should not be used, for any other purpose whatsoever. The underlying financial information in the Liquidation Analysis was not compiled or examined by any independent accountants.

NEITHER THE DEBTORS NOR THEIR EMPLOYEES, REPRESENTATIVES, OFFICERS, DIRECTORS, MANAGERS, AND/OR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY.

In preparing the Liquidation Analysis, the Debtors estimated the Allowed amount of Claims and Interests based upon a review of liabilities listed on the Debtors' balance sheets. In addition, the Liquidation Analysis includes estimates for Claims that no party has asserted against the Debtors but that certain Entities may assert against the Debtors following December 31, 2017, the date on which the Debtors assume conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code (such date, the "Conversion Date"), such as Administrative Claims incurred following the Conversion Date (including fees, expenses, and other costs incurred by a chapter 7 trustee in connection with a liquidation of the Debtors' assets in connection with a chapter 7 liquidation, as well as other potential shutdown costs, taxes, and severance claims that may arise under applicable non-bankruptcy law in the jurisdictions in which the Debtors operate (including, without limitation, Thailand, the Republic of China, the People's Republic of China, and Singapore). To date, no court (including the Bankruptcy Court) has estimated or otherwise fixed, or otherwise attempted to estimate or fix, the total amount of allowed claims used for purposes of preparing this Liquidation Analysis. Therefore, the Debtors' estimates of the Allowed amounts of Claims and Interests set forth in the Liquidation Analysis should not be relied on for any purpose other voting for or against the Plan.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION OR ADMISSION OF THE DEBTORS. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN ANY PROCEEDING COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH IN THE LIQUIDATION ANALYSIS.

THE ESTIMATED AMOUNT OF ALLOWED CLAIMS SET FORTH IN THE LIQUIDATION ANALYSIS SHOULD NOT BE RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING, WITHOUT LIMITATION, ANY DETERMINATION OF THE VALUE OF ANY DISTRIBUTION TO BE MADE ON ACCOUNT OF ALLOWED CLAIMS OR ALLOWED INTERESTS UNDER THE PLAN. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY AND SIGNIFICANTLY DIFFER FROM THE AMOUNT OF CLAIMS ESTIMATED IN THE LIQUIDATION ANALYSIS. NOTHING

CONTAINED IN THIS HYPOTHETICAL LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION OR ADMISSION OF THE DEBTORS.

EVENTS AND CIRCUMSTANCES OCCURRING SUBSEQUENT TO THE DATE ON WHICH THIS LIQUIDATION ANALYSIS WAS PREPARED MAY BE DIFFERENT FROM THOSE ASSUMED, OR, ALTERNATIVELY, MAY HAVE BEEN UNANTICIPATED, AND THUS THE OCCURRENCE OF THESE EVENTS MAY AFFECT THESE ANALYSES IN A MATERIALLY ADVERSE OR MATERIALLY BENEFICIAL MANNER. THE DEBTORS AND REORGANIZED DEBTORS DO NOT INTEND AND DO NOT UNDERTAKE ANY OBLIGATION TO UPDATE OR OTHERWISE REVISE THE LIQUIDATION ANALYSIS (OR ANY OTHER PART OF THE DISCLOSURE STATEMENT) TO REFLECT EVENTS OR CIRCUMSTANCES EXISTING OR ARISING AFTER THE LIQUIDATION ANALYSIS IS CIRCULATED TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS. THEREFORE, THE LIQUIDATION ANALYSIS MAY NOT BE RELIED UPON AS A GUARANTEE OR OTHER ASSURANCE OF THE ACTUAL RESULTS THAT WILL OCCUR. IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN, HOLDERS OF ALLOWED CLAIMS AND ALLOWED INTERESTS MUST MAKE THEIR OWN DETERMINATIONS AS TO THE REASONABLENESS OF SUCH ASSUMPTIONS AND THE RELIABILITY OF THE LIQUIDATION ANALYSIS.

THE LIQUIDATION ANALYSIS WAS DEVELOPED SOLELY FOR PURPOSES OF THE FORMULATION AND NEGOTIATION OF THE PLAN AND TO ENABLE THE HOLDERS OF CLAIMS ENTITLED TO VOTE UNDER THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF SECURITIES OF, OR CLAIMS AGAINST, THE DEBTORS OR ANY OF THEIR AFFILIATES.

C. Global Notes to Liquidation Analysis.

1. Conversion Date and Appointment of a Chapter 7 Trustee.

The Liquidation Analysis assumes a chapter 7 liquidation commences on the Conversion Date, on which date it is assumed that the Bankruptcy Court would appoint a chapter 7 trustee (the "Trustee") to oversee the liquidation of the Debtors' estates.

Except as noted herein, the Liquidation Analysis is based upon the unaudited balances sheets of the Debtors and their respective non-Debtor subsidiaries (collectively, the "Non-Debtor Affiliates") unaudited balance sheets as of September 30, 2017, and those values, in total, are assumed to be representative of all of assets and liabilities at the Conversion Date.

2. Individual Liquidations.

The Liquidation Analysis assumes that the Debtors would liquidate their assets in jointly administered, but not substantively consolidated, cases pursuant to chapter 7 of the Bankruptcy Code. Therefore, the Liquidation Analysis considers an Debtor-by-Debtor liquidation, and where appropriate, priority rules under applicable non-bankruptcy law are applied that may result in certain Holders of Claims receiving distributions ahead of Holders of certain Secured Claims. The Liquidation Analysis takes into account Claims against and Interests in the Debtors held by other Debtors. The Liquidation Analysis assumes that liquidation value is cycled among the Debtors and the Non-Debtor Affiliates to satisfy the

Intercompany Claims and Interests, which in turn adds to the liquidation value available to satisfy third party claims at each entity.[2]

3. Liquidation Methodology.

It is assumed that Debtor United Test and Assembly Center Ltd. (the "Singapore Debtor") and Debtor UTAC Thai Limited (the "Thai Debtor") are worth more when sold as a going-concern, compared to stopping production at those entities and liquidating the underlying assets at those legal entities. It is assumed that the Thai Debtor and the Singapore Debtor on a stand-alone basis would generate enough Cash to self-fund during the sale process, which the Debtors estimate would take approximately six-months to complete. The Thai Debtor and the Singapore Debtor are assumed to be sold to a strategic buyer at a discounted price with all current employees hired by the new owner. Estimated Cash on hand would remain for the benefit of the Debtors' estates and the buyer would not pay pre-Conversion Date tax and intercompany liabilities but all other working capital assets and liabilities would be part of the transaction. Upon completion of the sale of the assets of, or interests in, the Thai Debtor and the Singapore Debtor and the Debtors' receipt of such sale proceeds, the Thai Debtor and the Singapore Debtor would then be liquidated at the Trustee's direction. Each Debtor, other than the Singapore Debtor and the Thai Debtor, and the Non-Debtor Affiliates (collectively, the "Liquidating Entities"), are assumed to begin an accelerated wind-down process and cease production within approximately one-month of the Conversion Date to convert any work-in process inventory as desired by customers. After that period, the Debtors assume that a limited number of the Liquidating Entities' employees would remain to assist and support the Trustee, any local jurisdiction administrator, and other chapter 7 professionals with the liquidation and dissolution of the applicable entities. All underlying assets would be monetized and claims would be settled according to the insolvency laws of the country in which they are located. A minimal number of corporate, shared services and sales staff would remain to support the Thai Debtor, the Singapore Debtor, and the Liquidating Entities, as applicable, throughout the liquidation. In the end, other than the employees at the Thai Debtor and the Singapore Debtor, all other employees are assumed to be terminated or transferred to UMS.

The gross liquidation proceeds estimated from the sale of the Liquidating Entities, less the costs associated with liquidation, are then used to satisfy the claims at each legal entity. Given that the Debtors operate primarily outside of the United States in foreign jurisdictions, it is assumed that unsecured claims of the Debtors' employees, governmental authorities, and vendors would be satisfied before any proceeds would be distributed upstream to the Debtors' estates and available to pay secured claimants. The Liquidation Analysis assumes that the Trustee would ultimately be responsible for resolving claims and other matters involving the estates and make distributions to its creditors. No assumption is made regarding any potential claims of the Debtors against their equity Holder, current or former directors, or any other litigants.

4. N.Y. Litigation Proceedings.

The Plan provides for a comprehensive settlement of the N.Y. Litigation Proceedings pursuant to which the Additional Notes are not considered to be pari passu with the Initial Notes. Absent such settlement, the Debtors expect that the N.Y. Litigation Proceedings and possibly other litigation related to the Exchange would continue. Solely for purposes of the Liquidation Analysis, the Liquidation Analysis assumes that that the Initial Noteholders would prevail in that litigation. The Debtors' estimated fees and expenses for legal counsel and other advisers related to the N.Y. Litigation Proceedings are included in

[2] The value from liquidating the assets of each entity net of the costs of liquidation is used to pay out intercompany claims resulting in an increase in value for those entities in a net receivable position and a decrease in value for those entities in a net payable position. The resulting value (if any) is used to pay other claims according to their relative priority in the waterfall.

professional fee assumptions set forth in the Liquidation Analysis. To be clear, to the extent that the Plan is not Confirmed and/or the Effective Date does not occur, the Debtors and all other parties in interest are deemed to reserve their respective rights regarding the N.Y. Litigation Proceedings and any and all other proceedings related to the Exchange.

5. Other Potential Claims.

A liquidation of the Debtors' assets pursuant to chapter 7 of the Bankruptcy Code would likely result in additional Claims against the Estates, which potential Claims, unless specifically noted have not been quantified by the Debtors or their employees, representatives, officers, directors, managers, and/or advisers. The Allowed amount of any such potential Claims may vary based on the jurisdiction where such Potential Claims are pursued, and the Allowed amount (if any) with respect to any such potential Claims may affect recoveries to Holders of Allowed Claims or Allowed Interests.

Estimated Liquidation Recoveries

(US Dollar in 000s)

		Estimated Net Book Value	Adjustments	Asset or Claim ($)	Low Recovery ($)	Low Recovery (%)	High Recovery ($)	High Recovery (%)
	LIQUIDATION OF ASSETS							
1	Cash and bank deposits	$ 50,652	$ (1,382)	$ 49,270	$ 49,270	100.0%	$ 49,270	100.0%
2	Trade and other receivables - 3rd Party	98,159	(73,300)	24,859	12,430	50.0%	17,401	70.0%
3	Trade and other receivables - Intercompany	-	-	-	-	n/a	-	n/a
4	Intercompany borrowings receivable	-	-	-	-	n/a	-	n/a
5	Inventories	8,619	-	8,619	1,293	15.0%	2,155	25.0%
6	Property, plant and equipment	103,711	-	103,711	63,905	61.6%	78,295	75.5%
7	Intangible assets	24,287	-	24,287	-	0.0%	-	0.0%
8	Other assets	14,149	-	14,149	1,415	10.0%	2,830	20.0%
	Total Assets / Recovery on Asset Sales	299,578	(74,682)	224,896	128,312	57.1%	149,951	66.7%
	SALE OF GOING-CONCERN ENTITIES							
9	Proceeds from Going-Concern Sales	517,340	-	517,340	257,844	49.8%	351,605	68.0%
10	**Total Gross Liquidation Proceeds**	816,918	(74,682)	742,236	386,156	52.0%	501,556	67.6%
	LIQUIDATION COSTS							
11	Proxy for Operating Cash Flow During Sale Process				22,683		22,683	
12	Chapter 7 Trustee Fees				(11,767)		(15,342)	
13	Chapter 7 Asset Sales Costs				(16,087)		(21,495)	
14	Taxes on Asset Dispositions				(7,492)		(9,792)	
15	Taxes on I/C Loan Deficiencies				(17,407)		(17,341)	
16	Chapter 7 Shutdown Team Costs				(10,378)		(10,378)	
17	Liquidation Professional Fees				(7,600)		(7,600)	
18	Employee Severance				(56,294)		(58,352)	
	Total Liquidation Costs				(104,343)		(117,617)	
	Prceeds Remaining After Liquidation Costs				281,813		383,940	
	LEGAL ENTITY CLAIMS AND RECOVERIES							
	Remaining Employee-Related Claims							
19	Employee/retirement claims			4,954	1,124	22.7%	1,713	34.6%
	Proceeds Remaining After Employee-Related Claims				280,688		382,226	
	Remaining Tax-Related Claims							
20	Taxes Payable			12,458	11,817	94.9%	11,817	94.9%
	Proceeds Remaining After Tax-Related Claims				268,872		370,410	
	Other Legal Entity (Local Jurisdiction) Claims							
21	Accounts Payable - Pre-Petition			38,678	15,055	38.9%	19,183	49.6%
22	Litigation claims			1,583	1,583	100.0%	1,583	100.0%
23	Other Unsecured			20,167	745	3.7%	841	4.2%
	Total Local Jurisdiction Unsecured Class Recovery			60,428	17,383	28.8%	21,607	35.8%
	Proceeds Remaining After Local Jurisdictional Claims				251,489		348,803	

24	**Notes Claims and Recoveries**		Low		High	
	Additional Notes are Subordinated	**Claim**	**Recovery**	**Recovery (%)**	**Recovery**	**Recovery (%)**
	Initial Notes	$ 625,000	$ 251,489	40.2%	$ 348,803	55.8%
	Additional Notes	502,257	-	0.0%	-	0.0%
		1,127,257	251,489		348,803	
	Amount Remaining After Notes Claims		-		-	

Notes to Schedule:

Intercompany receivables and payables are factored into the analysis but not shown above as they only redistribute value between legal entities but do not create any additional distributable value.

Notes to Specified Line Items of Liquidation Analysis

Asset Recoveries[3]

1. **Cash and Bank Deposits**. The Liquidation Analysis assumes a 100-percent recovery of the Debtors' projected Cash balances as of the Conversion Date, each of which Cash balance is estimated to be reflective of the Cash on hand as of the Conversion Date. The Liquidation Analysis assumes the Estate of the Thai Debtor or the Singapore Debtor, as applicable, will retain the Cash held by those Debtors as of the Conversion Date.

2. **Trade and Other Receivables (Third Party)**. Represents expected amounts due from third-party customers as of the Conversion Date. The recovery range is based on estimates derived from Debtors and their advisors based on knowledge of the customers and the likely reaction to a liquidation of the Debtors as described in the Global Notes. Recovery range reflects the impact of customers asserting setoff damages as a result of supply disruptions or losses associated with spend on replacement tools and dies to resource assembly to other suppliers. The Thai Debtor's and the Singapore Debtor's accounts receivable billed by UTAC Headquarters Pte. Ltd. is excluded from the Liquidation Analysis because it is assumed to be incorporated into the Thai Debtor's and Singapore Debtor's, as applicable, price. The billing and collection of post-Conversion Date sales (and the resulting accounts receivable) for the Thai Debtor and the Singapore Debtor are assumed to shift to the Thai Debtor and the Singapore Debtor as of the Conversion Date.

3. **Trade and Other Receivables (Intercompany)**. Represents intercompany trade and services claims between the Debtors as described in the Global Notes section. Subsequent iterations are utilized to distribute value received on account of intercompany receivables claims until all value is distributed to external claimholders.

4. **Intercompany Borrowings Receivables**. Represents intercompany loan claims as described in the Global Notes section. Subsequent iterations are utilized to distribute value received on account of the intercompany receivables claims until all value is distributed to external claimholders.

5. **Inventories**. Comprised of raw materials, work in process, and finished goods. The recovery range is based on estimates derived from Debtors and their advisors based on knowledge of the inventory at each site and the estimated impact of a managed shut-down of the Liquidating Entities. Over the assumed wind down cycle a portion of the existing raw materials would be converted to finished goods for those customers willing to provide wafers and dyes with the remaining portion liquidated as raw material. Much of these raw materials are specific to the Debtors' production of their products, thereby reducing the estimated recovery of these materials. Any incremental costs necessary to convert or dispose of the inventory is considered in arriving at the assumed recovery percentages.

6. **Property, Plant, and Equipment**. Consists of land and improvements, buildings and improvements, and equipment, net of accumulated depreciation. The estimated liquidation value for property and buildings at the Liquidating Entities are based on the most recent appraisal and the Debtors' best estimate of recovery in a liquidation scenario given the location and potential uses. Equipment was analyzed and categorized into assembly, test and other and recoveries were estimated based on historical recoveries experienced by the Debtors for sales of each category of equipment.

7. **Intangible Assets**. Consists of patents, royalties, and software. Assumes no recovery on software. Assumes patents at the Thai Debtor and the Singapore Debtor are incorporated into the price and that no recovery would be achievable on any residual intellectual property.

[3] Unless specifically noted, asset book values are based upon unaudited September 30, 2017 financials.

8. **Other Assets**. Consists of current and non-current other assets such as prepaid expenses and deposits with vendors and professionals. Recovery is assumed to be 10% to 20% of book value as the majority would not be recoverable, are simply required accounting entries or are assumed to be offset against other amounts due.

9. **Proceeds from Going Concern Sales**. As described in the Global Notes, the Debtors' interests in the Singapore Debtor and the Thai Debtor and/or such Debtors' respective assets are assumed to be sold as going-concern sites rather than liquidated. The Debtors believe that any such sale process would take approximately six-months to complete. Proceeds from these sales are based on comparable values of similar companies discounted by 25.0% to 45.0% to reflect that these assets are being sold in an accelerated chapter 7 liquidation process and that additional costs for these plants as standalone sites could be required even if purchased by a strategic acquirer.

10. **Gross Liquidation Proceeds – Adjusted**. Represents the total proceeds available for distribution to the Debtors' creditors.

Chapter 7 Liquidation Costs

11. **Proxy for Operating Cash Flow during Sale Process**. Represents a 50% discount to the estimated operating cash flow that would be generated over the assumed six-month sale process by the Thai Debtor and the Singapore Debtor. As a result of the conversion to a chapter 7 liquidation, it is likely that short-term disruptions to operations would occur given customer, supplier, and employee reactions. These could negatively impact operating results compared to the base-case operating plan.

12. **Chapter 7 Trustee Fees**. Assumes statutory Trustee fees of 3.0% on distributions of the Debtors (excluding cash recoveries) pursuant to section 326 of the Bankruptcy Code.

13. **Chapter 7 Asset Sales Costs**. Assumes costs of 5.0% on proceeds related to the sale of property, plant and equipment estimating the costs of real estate broker commissions, equipment broker fees, carrying costs, transportation costs, and other sale costs and fees. Assumes an investment banking transaction fees of 5% of the sale price of the Thai Debtor and the Singapore Debtor.

14. **Taxes on Asset Dispositions**. Assumes taxes on sale or transfer of equipment in jurisdictions where tax incentives were taken but will not have been satisfied (generally a minimum time requirement) due to the liquidation.

15. **Taxes on Loan Recharacterization**. Assumes taxes would become due on account of an intercompany loan not repaid and recharacterized as a dividend in certain jurisdictions.

16. **Chapter 7 Shutdown Team Costs**. Assumes certain corporate employees would be required during the liquidation and sale period. The shutdown team costs represent wages, benefits, and stay bonuses for employees to handle certain sales, treasury, finance, account, quality control, HR, and other administrative activities during the liquidation process if not otherwise supported by chapter 7 liquidation professionals. Recent payroll and benefit amounts and plan estimates were utilized to derive estimates.

17. **Liquidation Professional Fees**. Estimates professional fees to support trustee and the retained employees during the sale or liquidation processes. Includes $2.0 million at each of the Thai Debtor and the Singapore Debtor plants, $1.0 million at each of the Liquidating Entities' plants, and $50,000 at the remaining Debtors (to handle legal and financial documentation). Does not include litigation or other professional fees, which would further reduce recoveries to creditors.

18. **Employee Severance Costs**. Assumes employees terminated in connection with the liquidation of the businesses will be entitled to severance in accordance with local jurisdiction laws. The employees earn on average one month of pay per year of service. The Debtors also provide additional required retrenchment pay such as noticing and retirement amounts when calculating estimates. Applying these laws and company practices results in severance of approximately $60.0 million (ranging from an average of three to ten months of pay based on the jurisdiction). There are no severance costs estimated at the Thai Debtor and the Singapore Debtor.

Additional Costs. It is likely that additional priority, administrative or liquidation related claims could arise in the event of a liquidation particularly during final accounting and tax audits. Such additional claims have not been estimated but would further reduce recoveries.

Legal Entity (Local Jurisdiction) Claim and Recoveries

After the distributions above, the remaining proceeds would be allocated first to any unpaid employee claims, then any unpaid taxes and governmental fees, and then any remaining amounts would be split pro rata between local unsecured claims. Local unsecured claims includes intercompany trade and loan claims which are incorporated into the analysis but excluded from the presentation as only distributions to third parties are shown. Upon satisfaction of the all local claims, value would be available for distribution to Holders of the Initial Notes and the Additional Notes.

19. **Employee Claims**. Represents accrued and unpaid payroll, benefits and other estimated employer costs not yet distributed as of the Conversion Date.

20. **Taxes Payable**. Consists of accrued taxes or governmental fees not yet distributed as of the Conversion Date.

21. **Accounts Payable - (Trade)**. Represents estimated accounts payable due to third-party trade vendors.

22. **Litigation Claims**. Represents accruals for potential litigation claims.

23. **Other Unsecured Claims**. Represents other accrued claims such as shut down costs at UTAC (Shanghai) Co., Ltd., which has already stopped production and other accrued and unpaid claims at the local legal entities.

After distributions on account of the above claims, any remaining value at non-guarantors flows to their respective equity holders.

Notes Claims

After distributions on account of the above claims, any remaining value at the obligor or guarantors would be distributed for the benefit of the Holders of the Initial Notes Claims and the Additional Notes Claims.

24. **Initial Notes Claims and Additional Notes Claims**. The Plan provides for a comprehensive settlement of the N.Y. Litigation Proceedings pursuant to which the Additional Notes are not considered to be pari passu with the Initial Notes. Absent such settlement, the Debtors expect that the N.Y. Litigation Proceedings and possibly other litigation related to the Exchange would continue. Solely for purposes of the Liquidation Analysis, the Liquidation Analysis assumes that that the Initial Noteholders would prevail in that litigation. The Debtors' estimated fees and expenses for legal counsel and other advisers related to the N.Y. Litigation Proceedings are included in professional fee assumptions set

forth in the Liquidation Analysis. To be clear, to the extent that the Plan is not Confirmed and/or the Effective Date does not occur, the Debtors and all other parties in interest are deemed to reserve their respective rights regarding the N.Y. Litigation Proceedings and any and all other proceedings related to the Exchange.