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

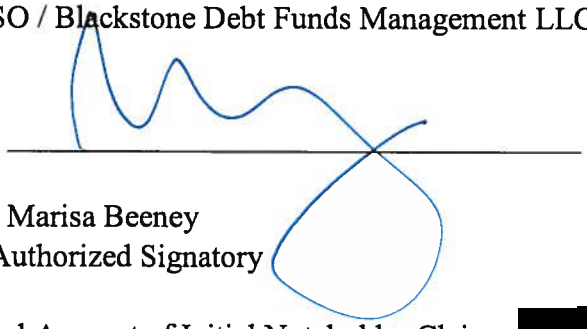
Attention: Aaron Daniels, Patrick Criscillo
Email: ad@brigadecapital.com; pc@brigadecapital.com

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

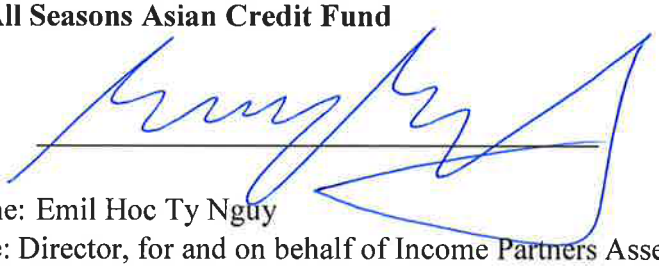
Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

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

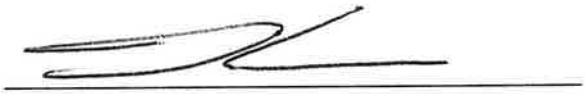
Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

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: 

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: 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 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

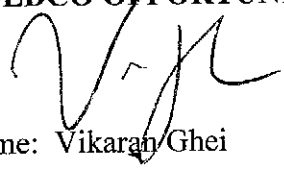
Title: Senior Corporate Counsel Chief Compliance Officer
Chief Legal Officer

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]

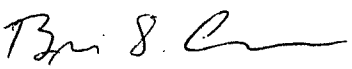
Notice Address:

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]

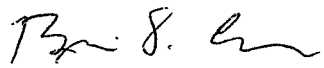
Notice Address:

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

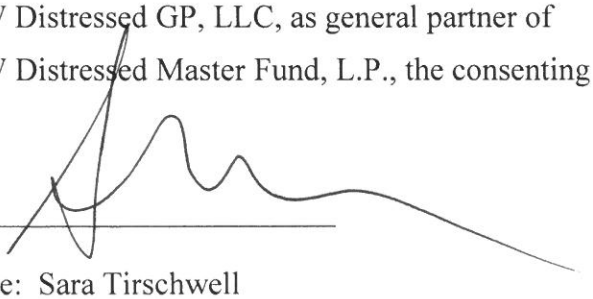
Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

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

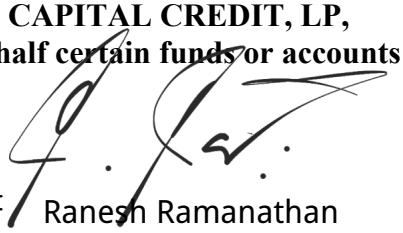
Principal Amount of Initial Noteholder Claims: [redacted]
Principal Amount of Additional Noteholder Claims: [redacted]

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